

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, OCTOBER 9, 2012, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, OCTOBER 9, 2012, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Reverend John Standridge, Christ Church Presbyterian.

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

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. PRESENTATIONS AND RECOGNITIONS:

2A. Introduction of a special guest. (Mayor Pratt)

2B. Resolutions of commendation to Tim Dylina for service on the City of Kerrville Golf Course Advisory Board. (Mayor Pratt)

2C. Recognition of Assistant Fire Chief Mark Beavers, Battalion Chief Tony Lenard, and Firefighter/Paramedic Jeff Neal by the National Fire Academy for completion of courses at the National Emergency Training Center in Emmitsburg, Maryland. (staff)

3. CONSENT AGENDA:

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

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, October 5, 2012 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

- 3A. Minutes of the Kerrville City Council regular meetings held September 11 and September 25, 2012. (staff)
- 3B. A resolution canceling the regular meeting of the Kerrville City Council scheduled for December 25, 2012. (staff)
- 3C. Purchase of a Type 1 ambulance from Dallas Dodge Chrysler Jeep at a price not to exceed \$110,875.00. (staff)
- 3D. Contracts for the purchase of various chemicals to be used at the wastewater treatment plant, at a total annual cost not to exceed \$98,119.50. (staff)

END OF CONSENT AGENDA

4. ORDINANCE, FIRST READING:

- 4A. An ordinance creating a "Planned Development District" for an approximate 4.241 acres consisting of Tracts I and II, Texas National Guard Armory Board in the Samuel Wallace Survey No. 113, Abstract No. 761, within the City of Kerrville, Kerr County Texas, and more commonly known as 411 Meadowview Lane, adopting a phased concept plan and conditions related to the development of said district to include a phased development schedule; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; and ordering publication. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

- 5A. Recommendation from the City of Kerrville Main Street Advisory Board to initiate a downtown streetscape enhancement master plan. (staff)
- 5B. Creation of a City of Kerrville Beautification Advisory Committee. (Mayor Pratt)
- 5C. Municipal maintenance agreement with Texas Department of Transportation. (staff)
- 5D. Report from city staff regarding the West Nile Virus, evaluation of city codes regulating mosquito habitats, and direction to city staff regarding these matters. (staff)

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Brenda Craig
City Secretary, City of Kerrville, Texas

- 5E. Report and provide direction regarding the regulation of group homes within the City of Kerrville. (Councilmember Conklin)
- 5F. Designation of distribution to benefit the Butt-Holdsworth Memorial Library from the Robert E. Lee Residuary Trust and the Robert E. Lee Charitable Trust, #2. (staff)
- 5G. Acceptance of \$40,000 grant award from the Hal and Charlie Peterson Foundation for replacement of lights in the downtown parking garage. (staff)

6. INFORMATION AND DISCUSSION

- 6A. Report on strategies to maximize parking amenities in the downtown area for retail customers and visitors. (staff)
- 6B. Report on Kerr Economic Development Corporation activities. (Councilmember Conklin)
- 6C. Water resources report. (staff)
- 6D. River trail update. (staff)
- 6E. Economic update. (staff)

7. ITEMS FOR FUTURE AGENDAS

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

9. EXECUTIVE SESSION:

The Kerrville City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real

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Brenda Craig
City Secretary, City of Kerrville, Texas

property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code, including the following matters:

Sections 551.071, 551.072, and 551.073:

- Designation of distribution to benefit the Butt-Holdsworth Memorial Library from the Robert E. Lee Residuary Trust and the Robert E. Lee Charitable Trust, #2.

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 public works projects:

- Jefferson Street lift station.
- G Street sewer project.
- River trail.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

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 830-258-1117 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, October 5, 2012 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Introduction of a special guest. (Mayor Pratt)

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

SUBJECT: Introduction of a special guest

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 4, 2012

SUBMITTED BY: Jack Pratt
Mayor

CLEARANCES:

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

Expenditure Required:	Current Balance in Account: \$0.00	Amount Budgeted: \$0.00	Account Number: TBA
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PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Our community is blessed with many people who do amazing things. It will be my pleasure to periodically introduce special individuals whom, through their deeds, serve as examples to us all.

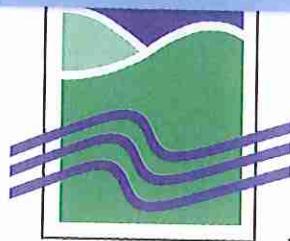
The individuals that I introduce are those who have exhibited a degree of leadership, generosity or accomplishment. They are also individuals whose actions have enhanced our community.

RECOMMENDED ACTION

I am pleased to make these occasional introductions and no City Council action is required.

Agenda Item:

2B. Resolutions of commendation to Tim Dylina for service on the City of Kerrville Golf Course Advisory Board. (Mayor Pratt)



CITY OF KERRVILLE
MAYOR AND CITY COUNCIL
800 Junction Highway
Kerrville, Texas 78028
830-257-8000 / www.kerrvilletx.gov

RESOLUTION OF COMMENDATION

WHEREAS, TIM DYLINE has served as a member of the Golf Course Advisory Board with the date of service beginning August 24, 2010; and

WHEREAS, TIM DYLINE has served faithfully and dutifully on said board;

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

That **TIM DYLINE** be recognized for outstanding service as a member of the Golf Course Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 9th day of October, 2012.

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary



Jack Pratt, Jr.
Jack Pratt, Jr., Mayor

Stacie Keeble
Stacie Keeble, Mayor Pro Tem

Carson Conklin
Carson Conklin, Councilmember

T. Justin MacDonald
T. Justin MacDonald, Councilmember

Gene Allen
Gene Allen, Councilmember

Agenda Item:

2C. Recognition of Assistant Fire Chief Mark Beavers, Battalion Chief Tony Lenard, and Firefighter/Paramedic Jeff Neal by the National Fire Academy for completion of courses at the National Emergency Training Center in Emmitsburg, Maryland. (staff)

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

SUBJECT: Recognition of Assistant Fire Chief Mark Beavers, Battalion Chief Tony Lenard and Firefighter/Paramedic Jeff Neal by the National Fire Academy for the completion of courses at the National Emergency Training Center in Emmitsburg, Maryland.

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** September 28, 2012

SUBMITTED BY: Chief Robert Ojeda *b6* **CLEARANCES:** Todd Parton, City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Earlier this Summer, Assistant Fire Chief Mark Beavers, Battalion Chief Tony Lenard and Firefighter/Paramedic Jeff Neal represented the City of Kerrville and the Kerrville Fire Department by being selected to attend the National Fire Academy located at the National Emergency Training Center in Emmitsburg, Maryland.

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

Assistant Fire Chief Mark Beavers is a twenty-seven (27) year veteran of the Kerrville Fire Department and is currently assigned to the Office of the Fire Chief. Battalion Chief Tony Lenard is a twenty-eight (28) year veteran of the Kerrville Fire Department and is assigned as the Shift Commander of the "C" Shift. In 2008, Chief Lenard was recognized as the Kerrville Fire Department's Firefighter of the Year for his on-duty actions and bravery during two separate swift water rescues in 2007. Firefighter/Paramedic Jeff Neal is an eleven (11) year veteran of the Kerrville Fire Department and is currently assigned to Engine 4.

RECOMMENDED ACTION

That Assistant Fire Chief Mark Beavers, Battalion Chief Tony Lenard and Firefighter/Paramedic Jeff Neal be recognized by the Kerrville City Council for their completion of course work at the National Fire Academy located at the National Emergency Training Center in Emmitsburg, Maryland.

Agenda Item:

3A. Minutes of the Kerrville City Council regular meetings held September 11 and September 25, 2012. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
SEPTEMBER 11, 2012

On September 11, 2012, the Kerrville City Council meeting was called to order by Mayor Pratt at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Father Tom Murray, St. Peter's Episcopal Church, followed by the Pledge of Allegiance led by Stan Bujak of the Military Officers Association of America.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Stacie Keeble	Mayor Pro Tem
Gene Allen	Councilmember
Carson Conklin	Councilmember
Justin MacDonald	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Kristine Ondrias	Assistant City Manager
Charvy Tork	Interim Director of Information Technology Systems
Mike Erwin	Director of Finance
Robert Ojeda	Fire Chief
John Young	Police Chief
Kim Meismer	Director of General Operations
Mindy Wendele	Director of Business Programs
Charlie Hastings	Director of Public Works

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

MOMENT OF SILENCE IN REMEMBRANCE OF SEPTEMBER 11, 2001

1. VISITORS/CITIZENS FORUM

1A. Barbara Burton was concerned that the city was still in Stage 1 water restrictions but understood the city may be going into Stage 2 in the future if the river flow continued to drop; the city should let people know we were in a serious drought problem. Also, the city should stop fighting and support the CREZ lines along I-10; the city should embrace the line and use it as a marketing tool.

1B. Keri Wilt advised council of a new organization, the Historic Downtown Business Alliance, and asked that they be included in matters involving downtown. She noted numerous things going on and invited councilmembers to attend their meetings.

1C. Jimmie Spradling thanked the city for work done along Lois Street and Coronado Drive.

1D. Ms. Keeble read a letter from Mrs. Collins who noted several near accidents on Riverhill Blvd. and vehicles speeding and not stopping at stop signs; she encouraged the city to allow road humps on Riverhill Blvd.

2. PRESENTATIONS AND RECOGNITIONS:

2A. Introduction of a special guest.

Mayor Pratt introduced Samuel Williamson and reviewed his accomplishments.

2B. Proclamation proclaiming the month of September as National Recovery Month. Presented by Mayor Pratt to Jeannie Stevens, Hill Country Council on Alcohol and Drug Abuse.

3. CONSENT AGENDA:

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

3A. Minutes of the joint meeting of the Kerrville City Council and the Kerr County Commissioners' Court held August 2, 2012, and minutes of the Kerrville City Council special meeting on August 9, and budget workshop on August 14, 2012.

3B. Resolution No. 35-2012 authorizing the closure of a portion of Memorial Highway (Hwy 27) during certain hours for the Kerrville Main Street Annual Holiday Lighted Parade and authorizing the mayor to execute an agreement for the temporary closure of state right-of-way with the Texas Department of Transportation.

3C. Resolution No. 34-2012 approving the budget for fiscal year 2013 for the Kerr Emergency 9-1-1 Network.

3D. Professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the Phase 2 renovation project at the Butt-Holdsworth Memorial Library in an amount not to exceed \$25,000.

3E. Investment policy of the City of Kerrville, Texas Economic Improvement Corporation.

END OF CONSENT AGENDA

4. PUBLIC HEARINGS AND ORDINANCES, FIRST READING:

4A. An ordinance amending in part Ordinance No. 99-18, as amended by Ordinance No. 2000-23, by adopting revised rate schedules for residential services, miscellaneous service charges, and outdoor area lighting for electric service administered by the Kerrville Public Utility Board; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date. Mayor Pratt read the ordinance by title only.

Tracy McCuan, General Manager/CEO for KPUB, reviewed the proposed rates and charges and noted if the bids for power come in lower, the rate increase may be less than proposed.

Mike Wittler, KPUB Chief Operating Officer, noted that a cost of service study was conducted by Utility Financial Solutions, which recommended a 3.75% overall rate increase and a \$3 million bond issuance in 2014 for infrastructure improvements. KPUB was founded in 1987 when the city purchased the electric distribution system from LCRA. KPUB rates were restructured in 1999, but the changes were revenue neutral; rates were increased in 2000 as a result of an increase in the power charge. The proposed rate increase included: 1.8% in residential rates; revised miscellaneous service fees based on the cost to provide the service; and 3.8% for outdoor lighting. The average residential customer's bill would increase about \$2.05 monthly. The 2009 survey of LCRA residential customers showed KPUB at 9.4¢/kWh; the average LCRA customer was at 11.3¢/kWh. The Texas Public Utility Commission rate comparison for June 2012 showed KPUB at 8.5¢/kWh and the statewide average at 11.05¢/kWh.

Mayor Pratt declared the public hearing open at 6:42 p.m. and the following person spoke:

1. Ruth Spradling questioned the reliability of City Public Service. Mr. McCuan noted that CPS was a wholesale energy provider, and KPUB had been purchasing some power through CPS since 2004 without any reliability issues, and he did not expect any in the future.

No one else spoke and Mayor Pratt closed the public hearing at 6:46 p.m.

Council discussed the following:

- The current contract with LCRA allowed KPUB to purchase some energy from other sources, but that contract would expire in 2016. Mr. McCuan noted that KPUB was able to purchase power from other utility suppliers, through a bid process, at a lower rate than LCRA offered.
- There had not been an increase from KPUB in 12 years, despite the rising cost of energy, and even with the proposed rate increase, KPUB rates were well below the state average.

Mr. Conklin moved for approval of the ordinance on first reading; Ms. Keeble seconded the motion and it passed 5-0.

4B. An ordinance adopting the annual budget for the fiscal year 2013; providing appropriations for each department and fund; containing a cumulative clause; and containing a savings and severability clause. Mayor Pratt read the ordinance by title only.

Mr. Erwin noted the budget totaled \$52,033,032 in revenues and \$50,043,664 in expenditures. The proposed budget maintained current services, kept the same tax rate of 0.5625, and anticipated a \$10 million bond issuance for water and sewer capital projects to be paid for by the proposed water and sewer rate increase.

Mayor Pratt declared the public hearing open at 6:48 p.m.; no one spoke and Mayor Pratt closed the public hearing at 6:48 p.m.

Mr. MacDonald moved for approval of the ordinance on first reading; Mr. Allen seconded the motion and it passed 5-0.

5. ORDINANCE, FIRST READING:

5A. An ordinance levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2013; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.
Mayor Pratt read the ordinance by title only.

Mr. Erwin noted the FY2013 budget was based on the tax rate of 0.5625.

Mr. Conklin moved for approval of the ordinance on first reading; Mr. Allen seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Economic development grant agreement between Hill Country District Junior Livestock Show Association (HCDJLSA) and the City of Kerrville, Texas Economic Improvement Corporation (EIC).

Ms. Wendele noted that on August 27 EIC held a public hearing and approved a funding agreement to HCDJLSA in the amount not to exceed \$150,000 for the purchase of equipment to be used at the Kerr County Youth Exhibition Center.

Council also discussed the following:

- The initial request by HCDJLSA was for \$750,000.

Ms. Wendele noted that HCDJLSA had applied for \$750,000 for facility construction; however, bids for that project had not been opened yet. EIC received a \$150,000 matching grant to purchase equipment totaling \$300,000, and EIC voted to provide \$150,000 to match that grant. EIC encouraged HCDJLSA to apply for funding for other phases of the project in the future.

- Concern whether equipment could be purchased and set up in time for the show in January.
- The HCDJLSA was the fifth largest livestock event in Texas and had great economic impact on the community, especially for the restaurants and hotels.

Bob Reeves, president of HCDJLSA, noted that the equipment being purchased would be portable and would not be permanently affixed to the existing building.

Mr. Allen moved for approval of the agreement as presented; Mr. MacDonald seconded the motion and it passed 5-0.

6B. Administrative services contract between City of Kerrville, Texas and City of Kerrville, Texas Economic Improvement Corporation.

Mr. Erwin noted this agreement would reimburse the city for administrative services provided to EIC for FY2013, such as project management, engineering, financial, legal, and administrative support, in the amount of \$100,000.

Ms. Keeble moved for approval of the agreement as presented; Mr. Conklin seconded the motion and it passed 5-0.

6C. Create Beautification Advisory Committee (BAC).

Mayor Pratt proposed to create a Kerrville BAC to promote beautification and increase community involvement. The committee would consist of five members with three-year terms.

Council discussed the following:

- Advantages of being associated with a larger program such as Keep Texas Beautiful; could also assist with setting up the BAC and establishing goals.
- The program should be managed by citizens and not city staff.
- EIC provided funding to incentivize commercial and business property improvements.

Council consensus was to instruct staff to provide an outline of the scope and goals of the committee in 30 days.

6D. LCRA Transmission Services Corporation and its proposed adjustment of its CREZ (Competitive Renewable Energy Zone) I-10 route and impact on City's landscaping and welcome sign.

Mr. Parton noted that recent LCRA drawings sited pole placement at the I-10 and SH16 intersection just behind the Welcome to Kerrville sign and would require destruction of landscaping and infrastructure; this was contrary to the settlement agreement signed by LCRA which placed the pole just inside the landscaped area. TxDOT would not allow permanent pole placement at that location and requested placement closer to the service road in order to maintain clearance at the intersection; this would also place the pole further away from the city's sign and minimize destruction of the landscaping and infrastructure. He noted the pole was 115 ft. in height and the swag would be only 45 ft. from the ground. He reported that TxDOT representatives said they would contact the city when they receive the drawings from LCRA.

The pole placement at the Harper Road and I-10 intersection as drawn would eradicate several significant pecan trees and render prime commercial property as unusable. Council discussed recommending that the pole be located in the I-10 right of way at Harper Road.

Council and staff also discussed the issue of federal tax dollars being used to subsidize wind energy, and when the wind energy tax credits expire at the end of the year, if they are not renewed, the lines will not be needed.

Regarding comments made earlier in the citizens forum, Mr. Parton noted the CREZ line did not provide any energy to the Kerrville community and was to transfer energy from West Texas to the Houston area. The city opposed the destruction of land and aesthetics in Kerrville and was fighting to protect the city's investment (\$250,000) and infrastructure in the two commercial corridors of I-10.

7. INFORMATION AND DISCUSSION:

7A. Water resources report.

Mr. Hastings noted rainfall from July through September totaled 3.76 inches; 9-12 inches of rain was needed in a three month period to end the drought. The river flow had dropped to 6-8 cfs; the ASR storage level was over 700 mg.

7B. Budget and economic update.

Mr. Erwin noted that while the national unemployment level appeared to be dropping, it was estimated that 2.8 million of the unemployed had given up and dropped out of the workforce; Kerr County unemployment was at 6.9% in July. He noted that HOT tax continued to drop, due in part to hotels adjusting their room rates. August 2012 sales tax increased slightly above August 2011.

8. BOARD APPOINTMENTS:

8A. Appointments to the building board of adjustments.

Ms. Keeble moved to appoint the following persons all with terms to expire August 31, 2014: Calvin Luck, master electrician; Charles Tremper, master plumber; Lee Underwood, mechanical contractor; and Daniel Lowery, alternate member. Mr. Allen seconded the motion and it passed 5-0.

8B. Appointments to the golf course advisory board.

Mr. Conklin moved to appoint Graham Birdsall, Charles McCarter, and Allen Stern all with terms to expire July 1, 2014; Ms. Keeble seconded the motion and it passed 5-0.

8C. Appointment to the main street advisory board.

Mr. Conklin moved to appoint Caroline Wilson with term to expire January 31, 2014; Mr. Allen seconded the motion and it passed 5-0.

9. ITEMS FOR FUTURE AGENDAS

- West Nile virus, enforcement of city codes to help eliminate mosquito habitats.
- Parking violations in downtown and enforcement of time limit. Mr. Parton noted the downtown merchants were scheduled to discuss downtown parking issues, and he would report those discussions to council.
- Ruth Spradling requested improved lighting in the parking garage. Mayor Pratt stated that KPUB would be installing new LED lighting and motion detectors in the parking garage.
- Vickie Love, Sunrise Antique Mall, suggested downtown business owners use the parking garage or the Windstream parking area and leave on-street parking available for customers; this was a vital issue for merchants.

- Aqua Texas rate increase. Mayor Pratt requested the council consider hiring an attorney to oppose the Aqua Texas rate increase; he understood that the cost incurred by the city may have to be reimbursed by Aqua Texas. The city attorney should research this and report back to city council.

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Laura Bechtel recently accepted the position of library director.
- Mark Beavers, Asst. Fire Chief, noted the flu clinic sponsored by Peterson Regional Medical Center in partnership with H.E.B was scheduled for September 12, 10 a.m.-6 p.m. at the Hill Country Youth Exhibition Center.
- Mayor Pratt noted today was the eleventh anniversary of 911.

11. EXECUTIVE SESSION: None.

12. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION: None.

13. ADJOURNMENT. The meeting adjourned at 7:53 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
SEPTEMBER 25, 2012

On September 25, 2012, the Kerrville City Council meeting was called to order by Mayor Pratt at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Reverend Patty Edwards of the Unity Church of the Hill Country, followed by the Pledge of Allegiance led by Cadet Captain Katrina Hisey of the Tivy Air Force Junior Reserve Officer Training Corps.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Stacie Keeble	Mayor Pro Tem
Gene Allen	Councilmember
Carson Conklin	Councilmember
Justin MacDonald	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Charvy Tork	Interim Director of Information Technology Systems
Mike Erwin	Director of Finance
Robert Ojeda	Fire Chief
John Young	Police Chief
Mindy Wendele	Director of Business Programs

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

1. VISITORS/CITIZENS FORUM No one spoke.

2. PRESENTATIONS AND RECOGNITIONS:

2A. Proclamation proclaiming the month of October as Crime Prevention Month presented by Mayor Pratt.

2B. Proclamation proclaiming October 27 as Halloween Safety Night.

Mayor Pratt stated he had received phone calls from teachers requesting that Halloween be moved from October 31 to Saturday, October 27; he supported the date change and cited various reasons: keep kids home on school night so they may be fully rested for school the next day, place a greater importance on education, and included several safety points. He noted that Halloween was not a national holiday, and the proclamation asked citizens to observe the date.

Ms. Keeble noted that Halloween traditionally was celebrated on October 31 and people may not be in favor of changing the day to October 27. She felt that

parents had responsibility for their children's safety and used common sense. Changing the day of Halloween was a policy change, and she requested the council vote whether to adopt the proclamation changing the day Halloween is celebrated.

The proclamation died for lack of a motion.

3. CONSENT AGENDA:

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

3A. Minutes of the Kerrville City Council regular meetings held August 14, 2012, and August 28, 2012, and the special joint meeting of the Kerrville City Council and the Kerrville Public Utility Board held on August 20, 2012.

3B. Resolution No. 36-2012 authorizing the waiver for Hill Country Home Opportunity Council, Inc. of various fees associated with the construction of homes; said waiver to remain in effect through September 30, 2013, or the construction of ten homes, whichever occurs first.

3C. Resolution No. 37-2012 authorizing the waiver for Habitat for Humanity Kerr County Affiliate, Inc. of various fees associated with the construction of homes; said waiver to remain in effect through September 30, 2013, or the construction of nine homes, whichever occurs first.

END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2012-11 adopting the annual budget for the fiscal year 2013; providing appropriations for each department and fund; containing a cumulative clause; and containing a savings and severability clause. Mayor Pratt read the ordinance by title only.

Mr. Erwin noted no changes since first reading; staff recommended approval.

Mr. Allen moved for passage of Ordinance No. 2012-11 on second and final reading; Mr. Conklin seconded the motion and it passed 5-0.

4B. Ordinance No. 2012-10 levying an ad valorem tax for the use and the support of the municipal government for the City of Kerrville, Texas, for the fiscal year 2013; providing for apportioning each levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid. Mayor Pratt read the ordinance by title only.

Mr. Erwin noted no changes since first reading; staff recommended approval.

Mr. MacDonald moved for passage of Ordinance No. 2012-10 on second and final reading; Mr. Conklin seconded the motion and it passed 5-0.

4C. Ordinance No. 2012-09 amending in part Ordinance No. 99-18, as amended by Ordinance No. 2000-23, by adopting revised rate schedules for residential services, miscellaneous service charges, and outdoor area lighting for electric service administered by the Kerrville Public Utility Board; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date. Mayor Pratt read the ordinance by title only.

Tracy McCuan, KPUB General Manager/CEO, noted no changes since first reading. He noted the new rates were approved by the KPUB board.

Council asked: 1) If the question regarding reliability of one of the electric service providers, CPS of San Antonio, as posed by a citizen, had been adequately answered; and 2) If CPS purchased power from LCRA.

Mr. McCuan noted the proposed ordinance was regarding rates for electric utility service, which must be approved by city council; contracts with providers are the sole responsibility of KPUB. In his opinion reliability with CPS Energy of San Antonio would be as good as with LCRA; KPBU had been purchasing as much as 52% of energy from providers other than LCRA for many years, including as much as 38% from CPS during the last six years. Mr. McCuan stated it was possible that LCRA purchased electricity from CPS, but that was privileged information between those entities.

Mr. Conklin moved for passage of Ordinance No. 2012-09 on second and final reading; Ms. Keeble seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Opposition to the Aqua Texas, Inc. (AT) utility rate increases implemented on February 21, 2012.

Mayor Pratt noted at the September 11 meeting he asked the city attorney to look into hiring a third party to represent the city citizens affected by the rate increase.

Mr. Hayes reported that the city had authority to enter into the case to represent the approximate 150 citizens in the city who were AT ratepayers. In February the city council found that the rates were unreasonable and unfair, and staff sent council's motion to TCEQ and AT. AT was appealing that finding, and the city could become a party to AT's appeal. AT will reimburse the city for all costs with respect to legal representation and consultants, and then pass those costs on to AT's customers within the city limits in a future rate increase.

Mr. Hayes confirmed that the city could recoup cost incurred by the city in representing the citizens who were AT customers; however, AT could claim retainage and refuse to pay up to 20% until the end of the case. He had no estimate of the cost or when the case would be finished.

Council asked if the appeal was not successful, if the cost incurred by the city and reimbursed by AT would be spread among all AT ratepayers system wide, or only to those who joined the appeal?

Mr. Hayes stated his understanding was if the city entered the case, the city would be creating a separate class of the 150 AT customers inside the city of Kerrville, because those were the only AT customers that the city council could represent, and any cost incurred by AT could then be passed back to those 150 city citizens; however he would investigate this further.

Mayor Pratt noted that currently AT was before TCEQ regarding the city's appeal in February. The city had the option of acting as a point of original jurisdiction and could hire consultants and legal representatives to represent the citizens of Kerrville through the TCEQ process.

Larry Westfall stated he was a board member of the Kerrville South Citizens Action Group and spokesman for the Hill Country Aqua Texas Rate Case Dispute group appointed by the administrative judge to represent the people of Kerr and Gillespie counties, and they were seriously involved in the litigation representing AT customers outside city limits to oppose the AT rate increase. He noted increases ranged from 65%-100%, and rates inside the city were higher. AT had done nothing in Kerr County to justify a rate increase, but Kerr customers were being robbed to pay for improvements and services in other counties. The two groups he represented offered to assist the city in entering the dispute.

The council questioned Mr. Westfall on several issues:

- Did the people he represented have complete understanding of the risks involved? Mr. Westfall responded that AT customers were aware that they could be charged for all legal expenses incurred by AT for fighting the case, i.e. consultants and legal cost of defending against a corporate industry.
- How many AT customers are in Kerr County, and what were those customers doing to fight the increase? Mr. Westfall estimated 2,000 in Kerr County, including the 150 inside the city limits. He noted that 10% had filed the protest necessary to enter the litigation and protest, and they were proceeding with that process. They attended the administrative hearing in Austin a few months ago, at which time the administrative judge designated the litigation groups. They were meeting with the state representative. They were challenging AT's information and seeking an informal settlement with AT; if they were unsuccessful in working out an agreement, they would have to decide whether to proceed with the hearing scheduled for April 2013.
- What legal representation did the AT customers outside the city have? Mr. Westfall noted that customers outside the city had no legal representation, and their group operated solely on donations and they were incapable of raising \$25,000-35,000 required for the case. He acknowledged that all of the legal expenses incurred by AT could be assessed back to ratepayers on their water bills. In a similar rate case in 2004 the process lasted three years and AT won on all points, and more than \$3 million in attorneys' fees were assessed to users at the rate of \$9 per customer per month for two years.

Council also noted the following:

- The 150 AT customers inside the city would be taking the full hit for the cost of the appeal, since AT could assess legal fees and costs incurred back to those ratepayers who were represented in the appeal.
- Of the 150 in city AT customers, some were commercial.
- AT could withhold retainage for several years, and AT may not reimburse the city the full amount.
- Staff time would be taken away from other projects to manage the appeal; the question was how to spend city funds and resources. Mr. Hayes estimated the appeal would require several hours a week of staff time. He noted the docket had already been set; mediation was scheduled for the end of October, and the hearing was set for April 2013. If the city entered the case, he noted that the discovery process would begin immediately.
- Council had responsibility to represent citizens in the rate case.

Mayor Pratt recommended the city engage consultants and legal consultants necessary, and to oppose the AT rate increase appeal under consideration by Aqua Texas, Inc.

Mr. Conklin moved that council take action to enter the appeals process on behalf of Kerrville residents who were Aqua Texas customers. Mr. Allen seconded the motion and it passed 4 to 1 with Councilmembers Conklin, Allen, MacDonald, and Pratt voting in favor of the motion and Councilmember Keeble voting against.

6. **ITEMS FOR FUTURE AGENDAS:** None.

7. **ANNOUNCEMENTS OF COMMUNITY INTEREST:**

- October 4, 2012, 9:00 a.m. special meeting with Freese and Nichols regarding wastewater utilities master plan.
- October 11, 2012, 11:00 a.m. dedication of new city hall, 701 Main Street.

8. **EXECUTIVE SESSION:** None.

ADJOURNMENT. The meeting adjourned at 6:43 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. A resolution canceling the regular meeting of the Kerrville City Council scheduled for December 25, 2012. (staff)

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

SUBJECT: Resolution canceling the second city council meeting in December

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** September 25, 2012

SUBMITTED BY: Brenda Craig
City Secretary

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The second city council meeting in December will fall on December 25. It has been customary for city council to cancel the second meeting in December to allow city council and staff to celebrate the holiday.

RECOMMENDED ACTION

The city secretary recommends approval of the resolution canceling the December 25 regular city council meeting.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. ___-2012**

**A RESOLUTION CANCELING THE REGULAR MEETING OF
THE CITY COUNCIL SCHEDULED FOR DECEMBER 25, 2012**

WHEREAS, Section 2-31 of the Code of Ordinances for the City of Kerrville provides that City Council meetings are to be held the second and fourth Tuesdays of each month; and

WHEREAS, Section 2-31 also provides the City Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate;

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

The regular meeting of the City Council scheduled for December 25, 2012, is hereby canceled.

PASSED AND APPROVED ON this the ___ day of _____ A.D., 2012.

ATTEST:

Jack Pratt, Jr., Mayor

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

Agenda Item:

3C. Purchase of a Type 1 ambulance from Dallas Dodge Chrysler Jeep at a price not to exceed \$110,875.00. (staff)

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

SUBJECT: Authorize the purchase of a Type 1 ambulance from Dallas Dodge Chrysler Jeep at a price not to exceed \$110,875.00

FOR AGENDA OF: October 09, 2012 **DATE SUBMITTED:** September 27, 2012

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

EXHIBITS: RESOLUTION, FRAZER BUYBOARD QUOTE #7623C-BBOARD

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$110,875	\$179,618	\$179,618	01-830-503

PAYMENT TO BE MADE TO: DALLAS DODGE CHYSLER JEEP
REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The Fire Chief is requesting authorization from the City Council to award a contract for the purchase and remount of a Type 1 Ambulance from Buyboard Quote #7623C-BBOARD. This contract was awarded to Frazer Ambulance Company through their licensed dealer, Dallas Dodge Chrysler Jeep. By contracting through Buyboard we will be able to purchase an ambulance using their bid price. Such agreements are allowable under State law. The purchase and remount of this ambulance is scheduled in the 7-year vehicle replacement plan.

One (1) 2013 Dodge 4500 Chassis and refurbished 14' Module-----\$110,875

The required funds were approved by the City Council on September 25, 2012 and are available in the 2012/2013 Budget

RECOMMENDED ACTION

Authorize the city manager to purchase a Type 1 ambulance from Dallas Dodge Chrysler Jeep at a price not to exceed \$110,875.00.



October 1, 2012

Eric Maloney
Kerrville Fire Department
Email: eric.maloney@kerrvilletx.gov

Quote #7623C-BBOARD

Mr. Maloney,

Below is itemized pricing for one (1) Frazer 14' Generator Powered Module mounted on a Dodge Ram 4500 6.7L diesel chassis.

Item 7 - 14' Modular Body on Dodge Ram 4500 diesel chassis \$ 61,250.00

Published Options:

Heat shielding for diesel chassis	\$ 1,500.00
Granning air suspension system	\$ 6,500.00
Rear sway bar for Dodge Ram 4500	\$ 700.00
Chrome nerf bars for Ram 3500, 4500	\$ 450.00
Strip, prime and repaint Type I 14' module color other than white	\$ 6,400.00
Striping and lettering-\$2500	\$ 2,500.00
Conspicuity on the entire rear of the module including the doors in a chevron pattern	\$ 1,500.00
Arm rests on console	\$ 200.00
(x11)Lighting modification from base (each)	\$ 5,500.00
(x18)Exterior compartment and/or structure modification (each)	\$ 9,000.00
(x12)Interior compartment/cabinet modification (each)	\$ 6,000.00
(x2)Exterior compartment and/or structure modification (each)	\$ 1,000.00
Black Ranch Hand Legend Series grille guard/full replacement bumper w/wrap arounds	\$ 1,100.00
Buell dual 10" & 12" air horns	\$ 800.00
Mount the air horn compressor below the front I/O	\$ 800.00
Shore power ignition kill switch	\$ 225.00
Complete new top floor and sub floor in patient module	\$ 3,400.00
Retrofit new treadbrite wheel well covers and stone guards	\$ 850.00
Retrofit license plate holder and light	\$ 100.00

Unpublished Options:

Door grabbers	\$ 50.00
Side mount pole on console	\$ 250.00

Base Price	\$ 61,250.00
Published Options	\$ 48,525.00
Unpublished Options	\$ 300.00
Buy Board fee	\$ 800.00
Total	\$ 110,875.00

Per TMVCC we are quoting this through our licensed franchise dealer, Dallas Dodge Chrysler Jeep.

Please make your purchase order out to Dallas Dodge Chrysler Jeep (11550 LBJ Frwy, Dallas, TX 75238). Please email a copy of your purchase order and this quote to Tim Middlebrooks with Dallas Dodge Chrysler Jeep at tmiddlebrooks@kag-1.net, BuyBoard at buyboard@tasb.org, and to Laura Richardson at sales@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson
Frazer, Ltd.

LGR:SH

Agenda Item:

3D. Contracts for the purchase of various chemicals to be used at the wastewater treatment plant, at a total annual cost not to exceed \$98,119.50.
(staff)

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

SUBJECT: Award of and authorization for City Manager to enter into contracts for the purchase of various chemicals.

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** September 26, 2012

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

Charlie Hastings
Director of Public Works

EXHIBITS: Contracts

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required:	Current Balance in Account: \$98,119.50	Amount Budgeted: \$98,119.50	Account Number: 02-885-103
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REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The City of Kerrville issued a Request for Proposals for three different chemicals used in large volumes at the City's Wastewater Treatment Plant. These chemicals included FBS-C483, a cationic polymer; FBS-7802, a cationic polymer; and Aluminum Sulfate. Each of these products typically exceeds \$50,000 per year in costs and are subject to the competitive bidding process. Request for Proposals were advertised on July 20 and August 3, 2012 and the bids were opened on August 15, 2012. The attached contracts represent the lowest, qualified bids.

RECOMMENDED ACTION

The Director of Finance recommends approval of the attached contracts for purchase of chemicals.

**CITY OF KERRVILLE
GENERAL TERMS AND CONDITIONS
FOR
CHEMICAL, LIQUID ALUMINUM SULFATE
INDUSTRIAL GRADE LOW IRON**

APPROXIMATE ANNUAL USAGE: 65,000 US Gallons
(1,100 to 1,600 gallons per week)

CHEMICAL FORMULA: $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ in aqueous solution

DESCRIPTION: Aluminum sulfate solution is a clear, water-white to light amber liquid. Aluminum sulfate supplied must comply with AMERICAN WATER WORKS ASSOCIATION specification B403-03.

APPLICATION: Chemical precipitation of Phosphorous in normal treatment conditions. Clarifying aid for raw water and wastewater treatment.

1.0 TERM OF AWARD:

1.1 The term of award shall be for a thirty-six (36) month period beginning on October 1, 2012. During this period, purchase orders will be issued by the City of Kerrville, Texas (City) for items as needed. Should any conflict occur between the terms and conditions as specified herein and said purchase orders, the terms and conditions as specified herein shall govern. The City requires that the price awarded be honored on all purchases.

1.2 This Contract may be renewed with 30-days written notice to the supplier, prior to the expiration of the initial term, or option period, subject to written agreement from the City and the Supplier for two (2) additional twelve (12) month periods.

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

2.0 SUPPLIER'S DUTY TO PAY:

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

3.0 PAYMENT:

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

4.0 SILENCE OF SPECIFICATIONS:

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

5.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

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

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

6.0 INVENTORY AND WAREHOUSE FACILITIES:

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

7.0 DELIVERIES AGAINST CITY PURCHASE ORDERS:

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

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

7.3 Normal delivery shall be within four (4) days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested.

7.4 LIQUID ALUMINUM SULFATE shall be delivered to the City of Kerrville Wastewater Treatment Facility by standard transport truck, as requested by the City.

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

7.6 A City representative will contact the Supplier for delivery

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

8.0 NON-DELIVERY FAILURE:

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

9.0 ANSI/NSF APPROVAL:

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

10.0 LIQUIDATED DAMAGES:

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

11.0 MATERIAL SAFETY DATA SHEETS (MSDS):

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

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

12.0 CONTAMINATED MATERIALS:

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

13.0 SPILLS OR LEAKS

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

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

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

14.0 AMENDMENTS:

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

15.0 FORCE MAJEURE:

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

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

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

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

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

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

16.0 RELEASE:

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

17.0 INDEMNIFICATION:

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

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

18.0 INSURANCE:

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

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

18.3 Worker's Compensation shall be in statutory amount.

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

19.0 SUCCESSORS AND ASSIGNMENTS:

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

20.0 TERMINATION OF AWARD:

20.1 By the City for Convenience:

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

20.2 By the City for Default by Supplier:

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

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

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

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

20.3 By the Supplier for Default by City:

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

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

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

CHEMICAL AND PHYSICAL PROPERTIES:

	Minimum	Maximum	Typical
*Al ₂ O ₃ % by wt.	8.12	8.39	8.26
*Iron as Fe (ppm)	-	50	-
pH (1% solution, wt/wt)	-	-	3.6
Turbidity NTU	-	20	-
*Baumé @ 60°F	35.5	36.5	36.0
Density (lbs/gal) @ 60°F	-	-	11.09
Conc. % dry Al ₂ (SO ₄) ₃ A 14H ₂ O	-	-	48.47
Conc. Lbs dry alum,	-	-	
17% Al ₂ O ₃ per gal	-	-	5.39
Freezing Point (°F)	-	-	5

*Certificate of Analysis Properties

BID PRICE PER GALLON _____

If Bid By a Corporation:

Attest: _____ By: _____

SIGNED THIS _____ DAY OF _____, 2012.

Attest: _____ By: _____
Secretary _____ Supplier _____

SIGNED THIS _____ DAY OF _____, 2012.

SIGNED THIS _____ DAY OF _____, 2012.

CITY, City of Kerrville, Texas BIDDER, _____

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

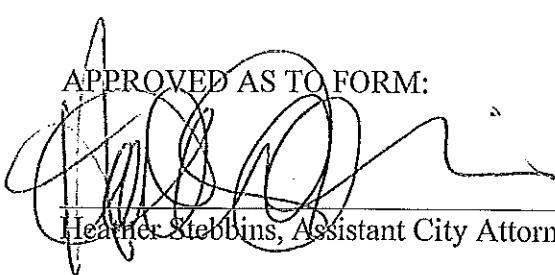
Business Address

Telephone

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Heather Stebbins, Assistant City Attorney

**CITY OF KERRVILLE
GENERAL TERMS AND CONDITIONS
FOR
CHEMICAL, FBS C483 CATIONIC POLYMER**

APPROXIMATE ANNUAL USAGE: 48 (55 Gallon Drums)

CHEMICAL FORMULA: Must be specially formulated to perform with the daily City Waste Water Treatment dewatering operations as well as during all seasonal changes. Must prove efficiency during chemical trials of a minimum 17% solids with dosages rates not exceeding that of the current polymer supplier.

DESCRIPTION: FBS-C483 is a cationic polymer in emulsion designed for City Belt press dewatering operations.

APPLICATION: For clarification of Mixed Liquor Suspended Solids.

1.0 TERM OF AWARD:

1.1 The term of award shall be for a thirty-six (36) month period beginning on October 1, 2012. During this period, purchase orders will be issued by the City of Kerrville, Texas (City) for items as needed. Should any conflict occur between the terms and conditions as specified herein and said purchase orders, the terms and conditions as specified herein shall govern. The City requires that the price awarded be honored on all purchases.

1.2 This Contract may be renewed with 30-days written notice to the supplier, prior to the expiration of the initial term, or option period, subject to written agreement from the City and the Supplier for two (2) additional twelve (12) month periods.

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

2.0 SUPPLIER'S DUTY TO PAY:

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

3.0 PAYMENT:

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

4.0 SILENCE OF SPECIFICATIONS:

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

5.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

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

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

6.0 INVENTORY AND WAREHOUSE FACILITIES:

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

7.0 DELIVERIES AGAINST CITY PURCHASE ORDERS:

7.1 The City will issue purchase orders for quantities of FBS C483 CATIONIC POLYMER to be delivered on an as needed basis.

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

7.3 Normal delivery shall be within four (4) days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested.

7.4 FBS C483 CATIONIC POLYMER shall be delivered to the City of Kerrville Wastewater Treatment Facility by standard transport truck, as requested by the City.

7.5 Suppliers must be capable of furnishing FBS C483 CATIONIC POLYMER within the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and Supplier must further be able to make provisions for emergency deliveries on weekends and evenings.

7.6 A City representative will contact the Supplier for delivery

7.7 FBS C483 CATIONIC POLYMER shall be delivered by standard transport truck with rear offloading capability, and Supplier's delivering carrier shall possess some form of offloading mechanism, such as a forklift or Tommy lift.

8.0 NON-DELIVERY FAILURE:

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

9.0 ANSI/NSF APPROVAL:

ALL SUPPLIERS SHALL SUPPLY CURRENT ANSI/NSF STANDARD 61 CERTIFICATION OF COMPLIANCE FOR DIRECT ADDITIVES. THIS CERTIFICATION SHALL BE BY AN AGENCY RECOGNIZED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND MUST BE SUBMITTED WITH THE BID. THE ANSI/NSF CERTIFICATION SHALL BE SUPPLIED FOR EACH POINT OF MANUFACTURE OF THE FBS C483 CATIONIC POLYMER TO BE SUPPLIED.

10.0 PREQUALIFICATION

10.1 Supplier shall participate in a demonstration and test of their products at the City Waste Water Treatment Plant to determine product compatibility with City systems, except those suppliers who have already proven compatibility with City systems.

10.2 In preparation for testing, all suppliers may do bench scale and full scale trial testing at the City Waste Water Treatment Plant. Two day periods will be allowed with time to optimize products in the current City facility. Each test will be followed by one month of full-scale testing, at the supplier's expense, of the product at the City facility and belt press. City staff and supplier will document results of such testing.

11.0 LIQUIDATED DAMAGES:

All prospective suppliers are hereby notified that time is of the essence in deliveries under this Contract and that late delivery will cause damage to the City. Such late delivery shall be subject to liquidated damages of one percent per day of the total dollar

amount of the subject quantity specific purchase order, or quantity of materials requested for delivery on one order. Liquidated damages shall apply for all days past the specified days for delivery after receipt of quantity specific purchase order, or date of requested delivery under a blanket purchase order.

12.0 MATERIAL SAFETY DATA SHEETS (MSDS):

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

13.0 CONTAMINATED MATERIALS:

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

14.0 SPILLS OR LEAKS

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

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

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

15.0 AMENDMENTS:

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

16.0 FORCE MAJEURE:

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

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

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

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

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

17.0 RELEASE:

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

18.0 INDEMNIFICATION:

18.1 SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN

CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

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

19.0 INSURANCE:

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

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

19.3 Worker's Compensation shall be in statutory amount.

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

20.0 SUCCESSORS AND ASSIGNMENTS:

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

21.0 TERMINATION OF AWARD:

21.1 By the City for Convenience:

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

21.2 By the City for Default by Supplier:

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

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

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

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

21.3 By the Supplier for Default by City:

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

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

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

BID PRICE PER 55 GALLON DRUM _____

If Bid By a Corporation:

Attest: _____ By: _____
SIGNED THIS _____ DAY OF _____, 2012.

Attest: _____ By: _____
Secretary _____ Supplier _____
SIGNED THIS _____ DAY OF _____, 2012.

SIGNED THIS _____ DAY OF _____, 2012.

CITY, City of Kerrville, Texas BIDDER, _____

Jeffrey Todd Parton, City Manager

By: _____
By: _____
Print name/title

Business Address

Telephone

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Heather Stebbins, Assistant City Attorney

**CITY OF KERRVILLE
GENERAL TERMS AND CONDITIONS
FOR
CHEMICAL, FBS 7802 CATIONIC POLYMER**

APPROXIMATE ANNUAL USAGE: 32 (55 Gallon Drums)

CHEMICAL FORMULA: Must be specially formulated to perform with the daily City Waste Water Treatment dewatering operations as well as during all seasonal changes. Must prove efficiency during chemical trials of a minimum 17% solids with dosages rates not exceeding that of the current polymer supplier.

DESCRIPTION: FBS-7802 is a cationic polymer in emulsion designed for City Belt press dewatering operations.

APPLICATION: Formulated for use in the City Belt Press Facility.

1.0 TERM OF AWARD:

1.1 The term of award shall be for a thirty-six (36) month period beginning on October 1, 2012. During this period, purchase orders will be issued by the City of Kerrville, Texas (City) for items as needed. Should any conflict occur between the terms and conditions as specified herein and said purchase orders, the terms and conditions as specified herein shall govern. The City requires that the price awarded be honored on all purchases.

1.2 This Contract may be renewed with 30-days written notice to the supplier, prior to the expiration of the initial term, or option period, subject to written agreement from the City and the Supplier for two (2) additional twelve (12) month periods.

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

2.0 SUPPLIER'S DUTY TO PAY:

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

3.0 PAYMENT:

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

4.0 SILENCE OF SPECIFICATIONS:

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

5.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

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

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

6.0 INVENTORY AND WAREHOUSE FACILITIES:

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

7.0 DELIVERIES AGAINST CITY PURCHASE ORDERS:

7.1 The City will issue purchase orders for quantities of FBS 7802 CATIONIC POLYMER to be delivered on an as needed basis.

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

7.3 Normal delivery shall be within four (4) days after receipt of order but, if the need exists, delivery shall be made within twenty-four (24) hours if requested.

7.4 FBS 7802 CATIONIC POLYMER shall be delivered to the City of Kerrville Wastewater Treatment Facility by standard transport truck, as requested by the City.

7.5 Suppliers must be capable of furnishing FBS 7802 CATIONIC POLYMER within the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and Supplier must further be able to make provisions for emergency deliveries on weekends and evenings.

7.6 A City representative will contact the Supplier for delivery

7.7 FBS 7802 CATIONIC POLYMER shall be delivered by standard transport truck with rear offloading capability, and Supplier's delivering carrier shall possess some form of offloading mechanism, such as a forklift or Tommy lift.

8.0 NON-DELIVERY FAILURE:

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

9.0 ANSI/NSF APPROVAL:

ALL SUPPLIERS SHALL SUPPLY CURRENT ANSI/NSF STANDARD 61 CERTIFICATION OF COMPLIANCE FOR DIRECT ADDITIVES. THIS CERTIFICATION SHALL BE BY AN AGENCY RECOGNIZED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND MUST BE SUBMITTED WITH THE BID. THE ANSI/NSF CERTIFICATION SHALL BE SUPPLIED FOR EACH POINT OF MANUFACTURE OF THE FBS 7802 CATIONIC POLYMER TO BE SUPPLIED.

10.0 PREQUALIFICATION

10.1 Supplier shall participate in a demonstration and test of their products at the City Waste Water Treatment Plant to determine product compatibility with City systems, except those suppliers who have already proven compatibility with City systems.

10.2 In preparation for testing, all suppliers may do bench scale and full scale trial testing at the City Waste Water Treatment Plant. Two day periods will be allowed with time to optimize products in the current City facility. Each test will be followed by one month of full-scale testing, at the supplier's expense, of the product at the City facility and belt press. City staff and supplier will document results of such testing.

11.0 LIQUIDATED DAMAGES:

All prospective suppliers are hereby notified that time is of the essence in deliveries under this Contract and that late delivery will cause damage to the City. Such late delivery shall be subject to liquidated damages of one percent per day of the total dollar

amount of the subject quantity specific purchase order, or quantity of materials requested for delivery on one order. Liquidated damages shall apply for all days past the specified days for delivery after receipt of quantity specific purchase order, or date of requested delivery under a blanket purchase order.

12.0 MATERIAL SAFETY DATA SHEETS (MSDS):

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

13.0 CONTAMINATED MATERIALS:

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

14.0 SPILLS OR LEAKS

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

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

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

15.0 AMENDMENTS:

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

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

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19.0 INSURANCE:

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

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21.2 By the City for Default by Supplier:

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

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

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

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

21.3 By the Supplier for Default by City:

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

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

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

BID PRICE PER 55 GALLON DRUM _____

If Bid By a Corporation:

Attest: _____ By: _____
SIGNED THIS _____ DAY OF _____, 2012.

Attest: _____ By: _____
Secretary _____ Supplier _____
SIGNED THIS _____ DAY OF _____, 20102.

SIGNED THIS _____ DAY OF _____, 2012.

CITY, City of Kerrville, Texas BIDDER, _____

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

Business Address

Telephone

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Heather Stebbins, Assistant City Attorney

Agenda Item:

4A. An ordinance creating a "Planned Development District" for an approximate 4.241 acres consisting of Tracts I and II, Texas National Guard Armory Board in the Samuel Wallace Survey No. 113, Abstract No. 761, within the City of Kerrville, Kerr County Texas, and more commonly known as 411 Meadowview Lane, adopting a phased concept plan and conditions related to the development of said district to include a phased development schedule; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed \$2,000 for each day of violation of any provision hereof; and ordering publication. (staff)

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

SUBJECT: Ordinance Reading, Planned Development District Request

Consider a "Planned Development District" for an approximate 4.241 acres, Tracts I and II, in the Samuel Wallace Survey No. 113, Abstract No. 761 within the City of Kerrville, Kerr County, Texas, and consisting of the property addressed as 411 Meadowview Lane. Zoned: (RC) Residential Cluster and (R1) Single Family Residential.

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** September 27, 2012

SUBMITTED BY: Jason Lutz

CLEARANCES: Kristine Ondrias

EXHIBITS: Location Map, Boundary Survey, Phase I Concept Plan, Phase II Concept Plan, Adjacent Land Use Map, Planned Development Request Ordinance

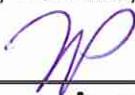
AGENDA MAILED TO: Lee Voelkel, 212 Clay Street, Kerrville, Texas 78028

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:



SUMMARY STATEMENT

The VFW is seeking to utilize the existing facility, located on a 4.241 acre tract, to provide assistance for veterans seeking benefits from the various programs available to them and to provide a meeting place for veterans and various community groups. The applicant is seeking to establish a Planned Development District with a land use of Professional Office located in an R1 and RC (Residential Cluster) zoning districts. This development will provide an opportunity to utilize and redevelop a property that has been vacant for 2 years and provide for members of the community a valuable and needed service.

The facility is the site of the old Texas National Guard Armory building built in the 1950s. The property was annexed into the city in 1970 and was allowed to continue its nonconforming uses. The property continued operation and water services until 2010, when all water consumption was stopped. The property was then purchased in 2012 by the VFW. Based on Art. 11-1-16 (f) Discontinuance of a Non-Conforming use, any uses that the facility may have been engaged in ceased at the point where the facility went through a period of 6 months where there had been no consumption of water and sewer services indicated by the water meter. Since no water was consumed for a period of two years any nonconforming uses ended at that time.

The applicant is proposing to establish a Planned Development District with an approved land use of Professional Offices (Land Use Category – 5). Land use categories are based on the intensity of differing use types. The property is currently bisected by an RC and R1 zoning districts (Land Use Category – 1), neither of which allows for this type of use. However, these zoning districts do allow for the development of a Bed & Breakfast facility (Land Use Category – 3). The subject area is also adjacent to a Church (Land Use Category – 6). In addition to the uses found immediately adjacent to the property the following land use types and categories can also be found on Meadowview Lane:

- Commercial – Category 8
- Commercial – Category 6
- Vacant – Category 3
- Multi-Family – Category 3
- See Attached Map for additional land use types & categories found in the area

This property is also located in an area that is defined by the City of Kerrville's adopted comprehensive plan as a future land use of Low Density Residential. The facility itself was designed for storage & office space and does not lend itself to be utilized for a single-family residential use. It should also be noted that the use of Professional Offices is an allowable use in certain residential zoning districts found throughout the City of Kerrville.

There are several requirements for the property based on the zoning code. The first requirement is parking. Based on the size and proposed use of the facility the parking requirements for this facility are a minimum of 15 spaces with one ADA compliant parking area. The facility currently meets this requirement and no additional spaces will be required. The parking area also includes a driveway to the rear of the property which will serve as a dedicated fire lane. The addition of a hammerhead will need to be constructed in order to provide a means for the fire department to turn around and exit the facility.

Another requirement of the zoning code concerns screening. Based on the land use category for Professional Office and the adjacent land uses of Single Family Residential Type-A screening is required. Type-A screening consists of a 6 foot high fence constructed of wood, masonry, or any combination thereof. Since the property has no current screening and the office use is similar to the use that the building has been operating under, the applicant is proposing to construct the screening after a certificate of occupancy has been obtained. It should be noted that only a portion of the property is being screened during Phase I. During this phase the applicant is proposing to screen the property boundary, adjacent to developed properties, only to the extent of the armory building and parking areas. The property boundaries adjacent to undeveloped land will be screened during the second phase of development.

In addition to the Professional Office use, the applicant is proposing to possibly construct a private children's playground and vegetable garden during the second phase of the development.

The goal of the Phased PDD is to allow flexibility for the applicant to meet the requirements of the city's code while allowing them to immediately occupy and use the facility. The purpose of each phase is to address required elements of city code and institute a timeframe for which these elements must be completed.

Phase I Elements (Completion Date – 3 Years from adoption of the ordinance):

1. Parking Requirements (adequate parking currently in place, but not striped)
2. Type-A screening Requirements (along the property lines to screen the building and parking areas only)
3. Dedicated Fire Lane Requirements (currently in place)
4. Hammerhead Turnaround Requirement

Phase II Elements (Completion Date – 5 years from adoption of the ordinance):

1. Screening Requirements (the remainder of the property boundaries to be screened)
2. ADA Requirements (striped ADA path from the building to the sidewalk)
 - This element may or may not be triggered during renovation of the building
 - If or when any ADA requirements are triggered the applicant must immediately install any required elements, regardless of the phasing schedule
3. Optional elements (Children's playground and vegetable garden)

During the Planning & Zoning meeting on September 20th several residents, who are within 200 feet of the subject area, spoke in favor of the PDD. No citizens spoke against the proposed PDD and staff has not received any formal protests.

Based on the opportunity to redevelop an existing property that has been vacant for two years and the opportunity to provide citizens of Kerrville a valuable resource, the Planning & Zoning Commission recommended approval of the proposed PDD, by a vote of 4-0.

RECOMMENDED ACTION

1. Open the public hearing and receive comments.
2. Approve the Planned Development District as presented, approve with changes to the timelines and ordinance, or deny the Planned Development District.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2012-_____

AN ORDINANCE CREATING A "PLANNED DEVELOPMENT DISTRICT" FOR AN APPROXIMATE 4.241 ACRES CONSISTING OF TRACTS I AND II, TEXAS NATIONAL GUARD ARMORY BOARD IN THE SAMUEL WALLACE SURVEY NO. 113, ABSTRACT NO. 761, WITHIN THE CITY OF KERRVILLE, KERR COUNTY TEXAS, AND MORE COMMONLY KNOWN AS 411 MEADOWVIEW LANE; ADOPTING A PHASED CONCEPT PLAN AND CONDITIONS RELATED TO THE DEVELOPMENT OF SAID DISTRICT TO INCLUDE A PHASED DEVELOPMENT SCHEDULE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Kerrville, Texas, in compliance with the City Charter and the State law with reference to the creation of Planned Development Districts under Article 11-I-15 of the Zoning Code of the City of Kerrville, Texas, and amending the official zoning map adopted thereby, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Kerrville, Texas, finds that the health, safety and general welfare will be best served by the creation of a Planned Development District for a Community Center development, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

SECTION ONE. That the property described in **Exhibit A** (the "Property"), attached hereto and incorporated herein by reference, is hereby removed from both the R1 (residential) and RC (residential cluster) Zoning Districts and placed in a newly created "Planned Development District" for the development and use as "Professional Office" as that term is defined by Article 11-I-3.

SECTION TWO. The Property may be developed and used for "Professional Office", subject to the following:

- A. **Certificate of Occupancy:** A Certificate of Occupancy must be obtained from the City prior to the use of the Property for "Professional Office".
- B. **Concept Plan:** The development of the property must be in accordance with the Concept Plan for Phase I found at **Exhibit B** and the Concept Plan for Phase II

found at **Exhibit C**, both of which are attached hereto and incorporated herein by reference.

- C. **Phasing Schedule:** The development of the Property must comply with the following phasing schedule:
 - 1. Phase I elements of the Concept Plan attached as **Exhibit B** must be completed within three years from the effective date of this Ordinance.
 - 2. Phase II element of the Concept Plan attached as **Exhibit C** must be completed within five years from the effective date of this Ordinance.
- D. **Parking:** The Property must provide a minimum of 15 parking spaces and the design must be in accordance with that shown on **Exhibits B** and **C**. All required parking must be constructed of asphalt or concrete and marked and sized in accordance with the City's regulations.
- E. **Signage:** The location, size, type, and maximum area for each sign shall be in accordance with the City's sign regulations in existence at the time of permitting.
- F. **Screening:** Type A screening is required and must be in accordance with the Concept Plans for Phases I and II, found at **Exhibits B** and **C**.
- G. **Trash and Other Solid Waste:** Solid waste collection bins and dumpsters must be equipped with lids and screened with a gate with an opaque screen on one side and masonry or material similar to the building(s) constructed on the Property on the remaining three sides.
- H. **Outdoor Storage and Display:** The outdoor storage of any materials, supplies, inventory, and/or equipment, whether in cargo containers or similar containers or buildings, is prohibited, except those identified for household use.
- I. **Development Regulations:**
 - 1. The hours of operation for the Property are limited to between 7:00 a.m. and 10:00 p.m.
 - 2. All exterior lighting must be designed and installed to prevent glare or light from being emitted onto adjacent properties.
 - 3. No pick-ups or deliveries of any kind may be made between the hours of 10:00 PM and 7:00 AM on any day and no vehicle may enter any Commercial Area between these hours for such purposes.

4. Any future development of the Property is subject to the City's Subdivision Regulations, which includes submittal and approval of a plat.

SECTION THREE. 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 FOUR. 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 FIVE. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Chapter 1, Sec. 1-8, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

SECTION SIX. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Clerk is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____, A.D., 2012.

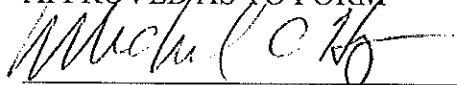
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2012.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM



Michael C. Hayes, City Attorney

EXHIBIT A

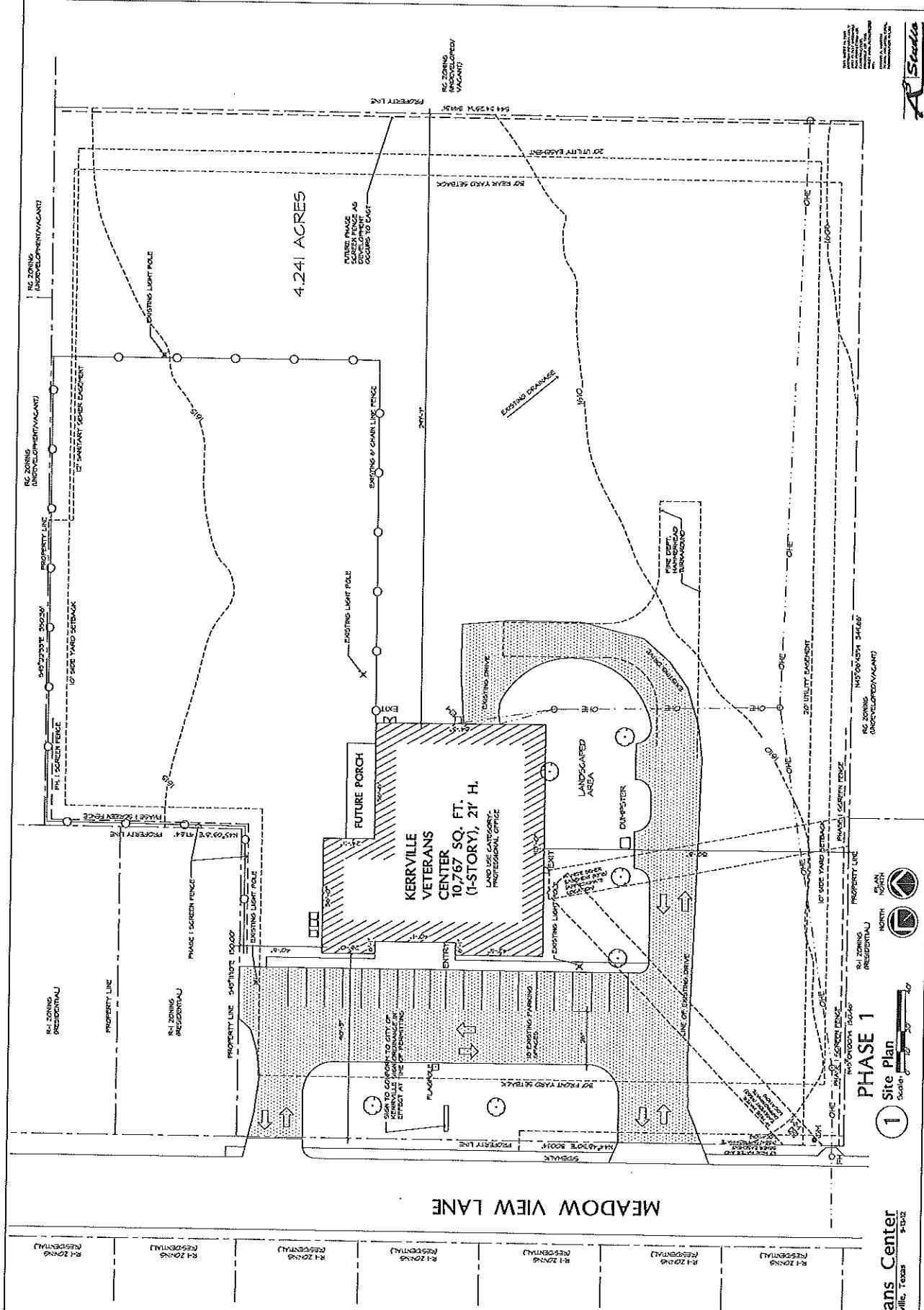
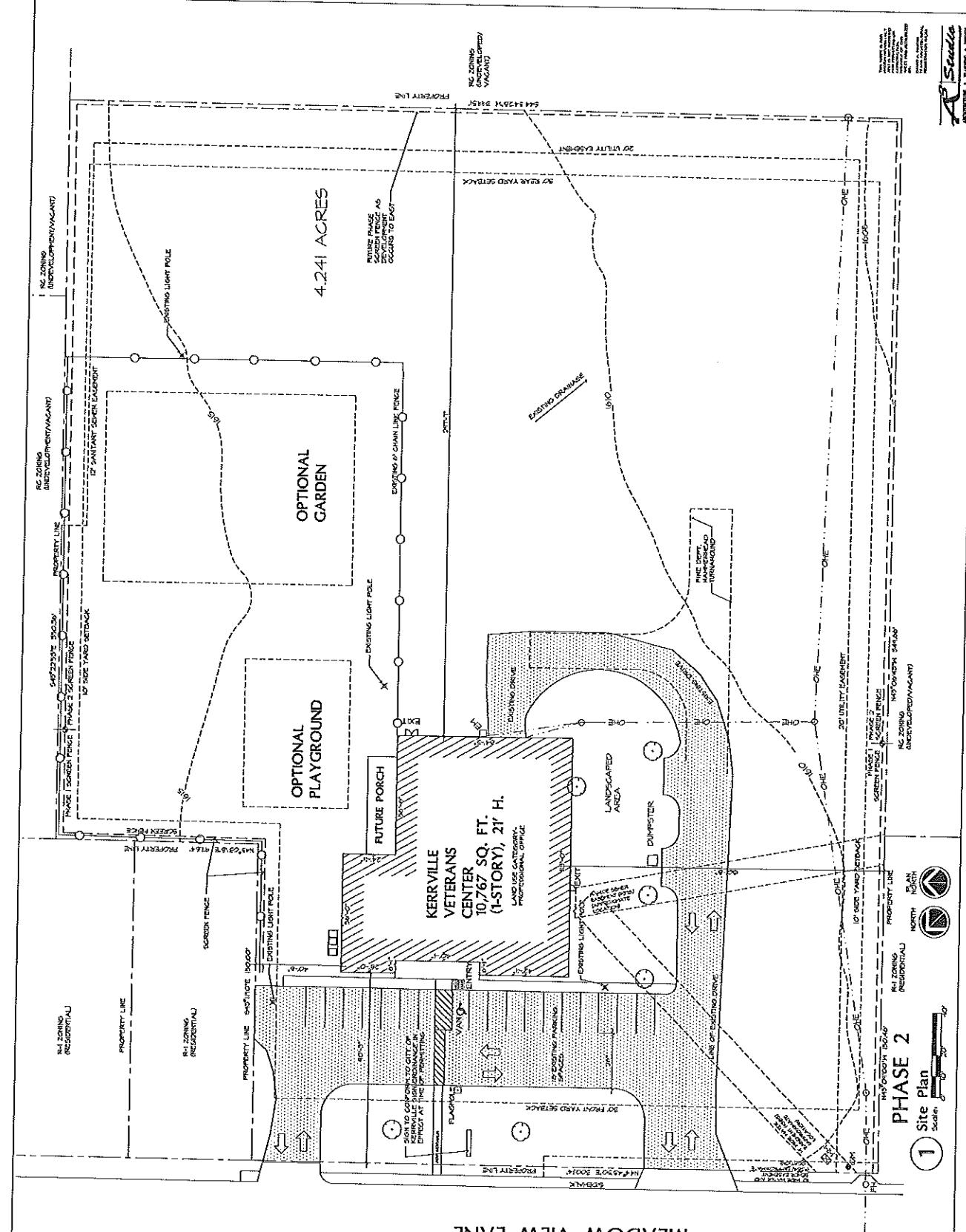


EXHIBIT B

Kerrville Veterans Center
411 Meadowview Kerrville, Texas 78028 9-13-12

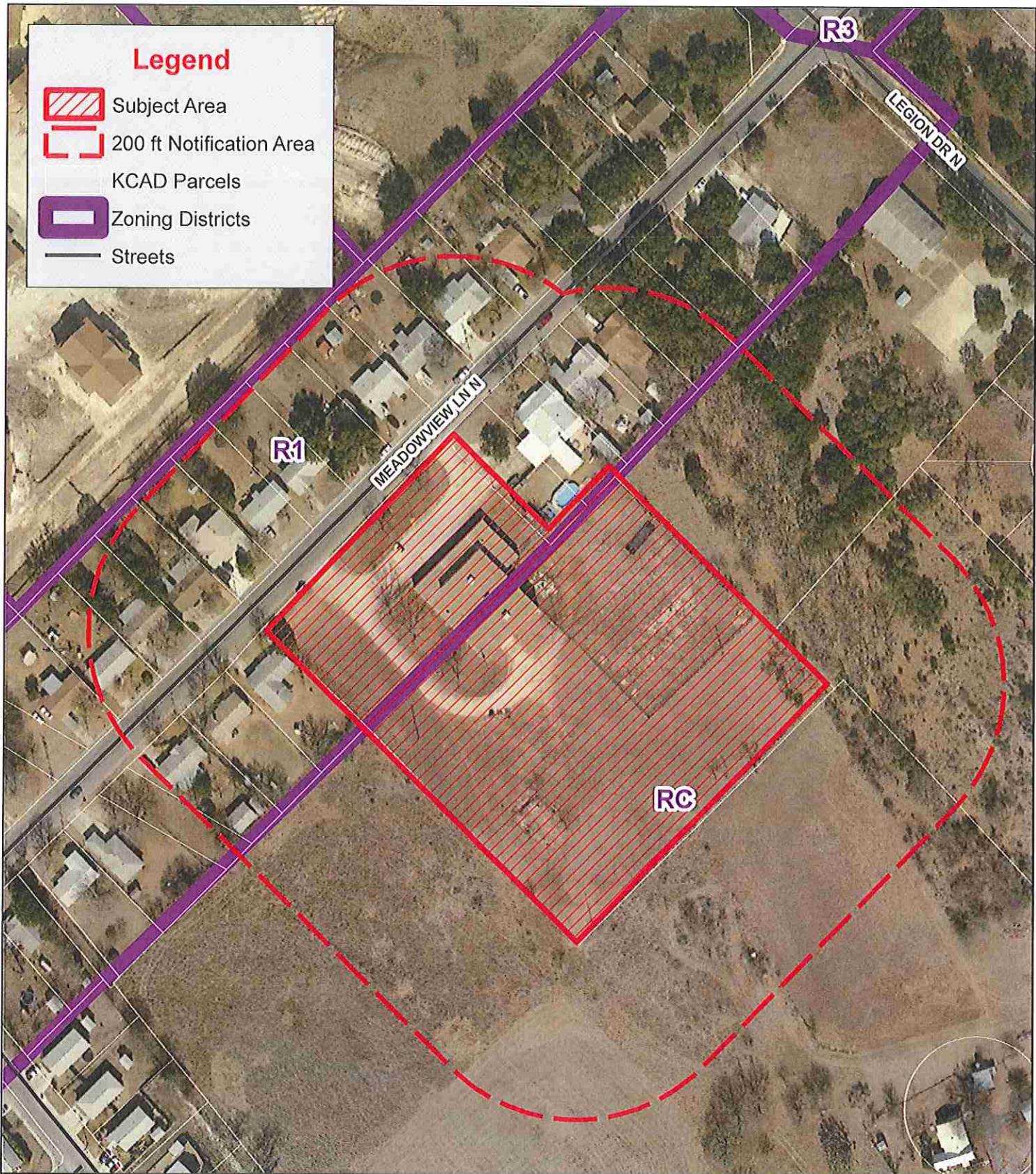


MEADOW VIEW LANE

Kerrville Veterans Center Kerrville, Texas 9-13-12
411 Meadowview

EXHIBIT C

Case #2012-024 PDD Location Map



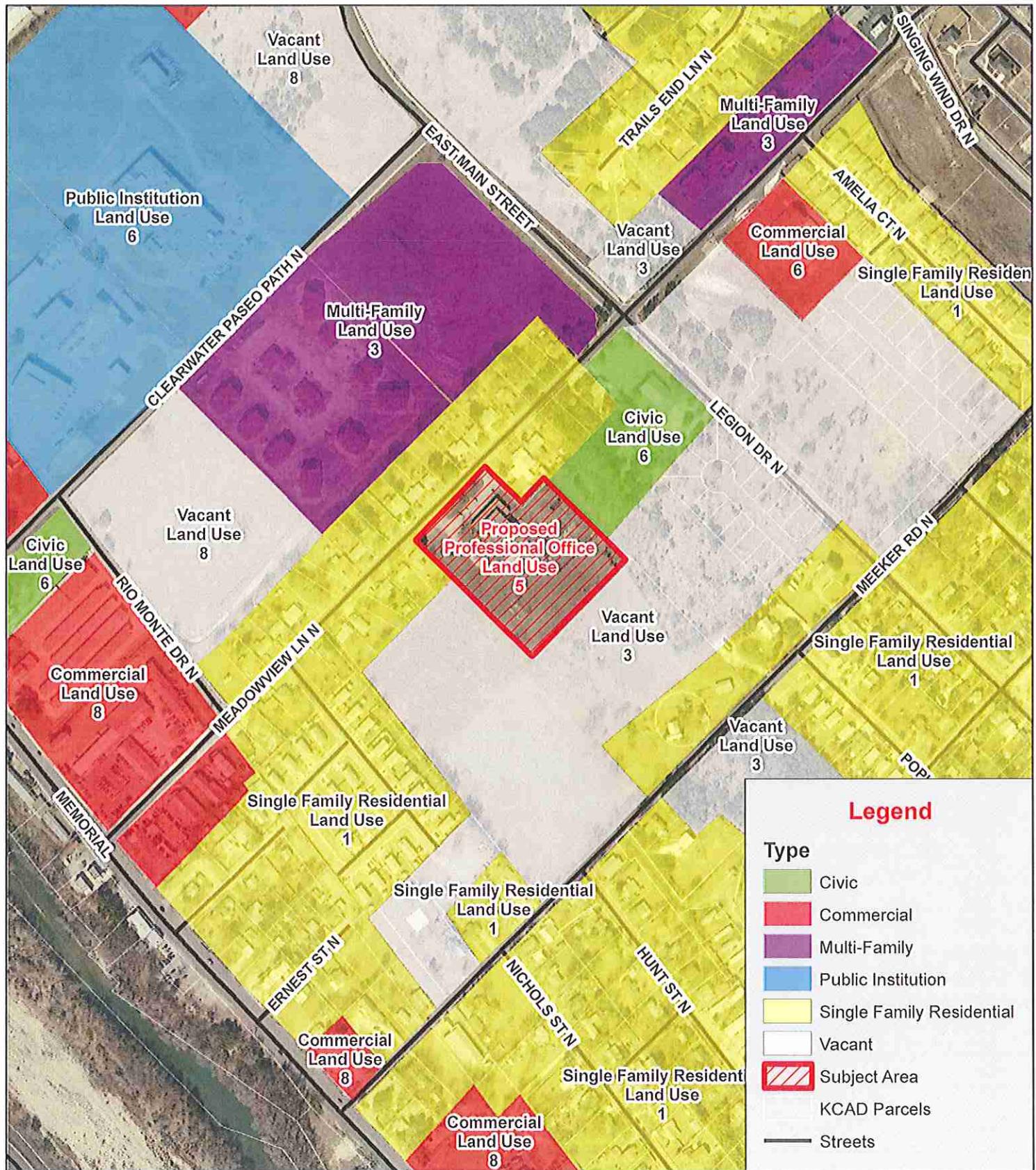
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

0 75 150 300 Feet

1 inch = 150 feet



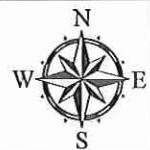
Case #2012-024 (PDD) Adjacent Land Uses



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

0 200 400 800 Feet

1 inch = 400 feet



Agenda Item:

5A. Recommendation from the City of Kerrville Main Street Advisory Board to initiate a downtown streetscape enhancement master plan. (staff)

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

SUBJECT: Consider a recommendation from the Main Street Advisory Board to initiate a Downtown Streetscape Enhancement Master Plan

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 4, 2012

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

EXHIBITS: Professional Design Services Proposal – Downtown Streetscape Enhancement Master Plan

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

A priority project identified by both the City Council and the EIC is a downtown streetscape enhancement project. The purpose of this project is to construct or install elements within the central business district to make it a more attractive and pedestrian friendly environment. This project is consistent with both the economic development strategy and the Kerrville Comprehensive Plan.

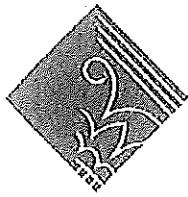
Attached to this report is a proposal from Peter Lewis Architect + Associates to prepare a master plan for this project. The master plan would include cost estimates and a phasing plan to assist with implementation. Design fees for this project are proposed at a fixed price of \$34,000 plus reimbursable expenses that are estimated to be \$2,500.

The planning process will incorporate the EIC Board and the Main Street Advisory Board. Ultimately, the planning document will identify detailed, phased projects to incorporate into the City of Kerrville Capital Improvements Program.

RECOMMENDED ACTION

At its last regular meeting, the Main Street Advisory Board recommended unanimously that the City Council initiate the master plan for the Downtown Streetscape Enhancement Master Plan.

Staff further recommends that the City Council direct city staff to make application to the EIC for funding of this master plan.



PETER LEWIS
ARCHITECT + ASSOCIATES

August 22, 2012

Kristine Ondrias, Assistant City Manager
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

RE: Downtown Streetscape Enhancement Master Plan
Kerrville, Texas

Dear Kristine:

Thank you for the opportunity to assist the City of Kerrville in the development of a Downtown Streetscape Enhancement Master Plan. The purpose of the Master Plan is to support and reinforce the goals of the Kerrville Comprehensive Plan, adopted July 9, 2002.

Goal 7.1: Preserve, protect and enhance the natural amenities, visual identity and relationship of the Guadalupe River with Central Business District

Goal 7.2: Develop Central Business District as the integrated core of Kerrville with a cohesive identity that is built upon maintaining and appreciating the strengths of its various character areas.

Goal 7.3: Preserve and enhance the historical and cultural resources of the Central Business District.

Goal 7.4: Enhance physical, economic and social characteristics of the Central Business District to create a unique destination for residents and visitors of Kerrville, making the Central Business District the activity center and focal point of the community.

Based upon our discussions to date and the outline provided by Todd Parton, City Manager, dated July 31, 2012, please allow the following to document our understanding of Scope, Services and Fee.

I. Work Scope

A. Define the Project

1. Streetscape
 - a. Softscape
 - b. Hardscape
 - c. Amenities
2. Thematic Consistency
 - a. Water Street/Peterson Plaza standards
3. Project Limits

B. Create the Plan

1. Concept Piece/Design
 - a. Design Drawings
 - b. Project Phasing
 - c. Project Budgets by Phase
2. Implementation, coordinate with:
 - a. Kerrville Main Street Advisory Board (KMSAB)
 - b. Economic Improvement Corporation (EIC)
 - c. Historic Downtown Business Alliance (HDBA)

PWL

II. Scope of Services

- A. As-built survey and documentation
 1. Using electronic database, in AutoCAD 2013 format, of City base maps, document existing streetscape plans within Central Business District and near southside of the Guadalupe River (Louise Hays Park, HEB Shopping Center, River Hills Mall)
 2. Inventory/document existing Streetscape elements
- B. Master Plan Services
 1. Meet with Assistant City Manager, KMSAB and City staff, as required.
 2. Meet with EIC representative(s) and present to EIC, as required
 3. Meet with HDBA representative(s), as required
 4. Present to City Council
 5. Streetscape Plans
 6. Streetscape Images
 7. Phasing Plan
 8. Prepare Project Budgets by Phase

II. Fixed Fee

Our services will be provided for a Fixed Fee by Phase.

A. As-built survey and documentation	\$ 11,500.00
B. Master Plan Services	\$ 23,500.00

III. Reimbursable Expenses

Reimbursable expenses will be billed at a multiple of 1.15 times cost (invoice): reproduction of documents, shipping and mailing expenses, long distance telephone and fax, Consultants not included above. Project related mileage will be billed at current Standard Rate.

Estimated Reimbursable Expenses \$ 2,500.00

IV. Additional Services, if requested and approved in writing, will be provided on an Hourly basis according to our Hourly Fee Schedule

Principal/Overall Project Manager	\$ 135.00/Hr.
Project Architect	\$ 110.00/Hr.
Professional Intern	\$ 75.00/Hr.
Project Technician	\$ 60.00/Hr.
Admin./Clerical	\$ 35.00/Hr.

This Professional Design Services Proposal generally describes the Services to be provided and their associated Fees. If we are in agreement on both of these items, please indicate so by signing and returning a copy of this Proposal. Please call me, if you have any questions. We look forward to getting started!

Very truly yours,



Peter W. Lewis, Architect
Principal

Accepted for City of Kerrville

Date

Agenda Item:

5B. Creation of a City of Kerrville Beautification Advisory Committee. (Mayor Pratt)

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

SUBJECT: Direction to city staff regarding the creation of the Kerrville
Beautification Advisory Committee

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 4, 2012

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

EXHIBITS: Kerrville Beautification Advisory Committee (KBAC) – Draft Outline

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

At its meeting of September 11, 2012, the City Council directed staff to initiate the preparation of the Kerrville Beautification Advisory Committee (KBAC) and present a preliminary plan for the organization for the meeting of October 9, 2012.

Attached to this report is an outline for the KBAC. The outline is predicated on the establishment of the KBAC primarily as a citizen committee that explores opportunities to improve and enhance Kerrville's appearance. The KABC would be an advisory body only to the City Council.

If created, the KABC will have operational expenses that will require amendment to the FY2013 budget. The board will be added to the City's insurance policies and allocations will be needed for materials, supplies, printing, meeting expenses, and marketing.

RECOMMENDED ACTION

The outline attached is provided for discussion by the City Council and staff requests direction to finalize the creation of the KBAC.

Draft Outline ~ 10/05/12
Kerrville Beautification Advisory Committee

Vision:

To elevate community awareness and foster proactive citizen participation in efforts to beautify the City of Kerrville.

Mission:

It shall be the mission of the Kerrville Beautification Advisory Committee to:

- evaluate opportunities for beautification and enhancement of the city;
- promote community appearance and stimulate public interest in the general appearance of the city; and
- provide recommendations to the City Council regarding beautification projects and coordinating those projects accepted by the City Council by enlisting the active support of individuals, businesses, and organizations.

Purpose:

The Kerrville Beautification Advisory Committee will explore opportunities to promote city beautification and increase community involvement.

Organization:

Members:

Number – not more than 5 members appointed by the City Council;

Residency – must reside within the City of Kerrville;

Terms – 2-year staggered terms with no term limits;

Compensation – members are volunteers and shall not be compensated;

Service – board members serve at the pleasure of the City Council and may be removed at any time by a majority vote of the City Council members present;

Officers (to be appointed annually by the board members):

Chairman – to preside over meetings and serve as the official representative of the board;

Secretary – to take minutes, post agendas, and prepare reports for board meetings;

Quorum – a simple majority of the board shall constitute a quorum;

Duties and Powers:

Advisory Role – this board serves in an advisory capacity to the City Council and has the authority to make recommendations on matters relating to beautification within the city;

Hearings – this board shall have the authority to hold public hearings in the city.

Roles and Responsibilities:

- To evaluate the community on issues and matters pertaining to beautification of the community and provide a report to the City Council;
- To educate the public and increase awareness regarding beautification of the community;
- To prepare and implement a beautification recognition program as approved by the Kerrville City Council;
- To coordinate community beautification efforts;
- To prepare and present to the Kerrville City Council for its consideration and approval a set of goals and objectives for a community beautification program; and
- To provide a report to the City Council at least twice a year on board matters.

Agenda Item:

5C. Municipal maintenance agreement with Texas Department of Transportation. (staff)

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

SUBJECT: Consideration and possible action for a Municipal Maintenance Agreement with the Texas Department of Transportation.

FOR AGENDA OF: 10/9/12

DATE SUBMITTED: 9/28/12

SUBMITTED BY: Charlie Hastings *CH* **CLEARANCES:** Todd Parton
Public Works Director City Manager

EXHIBITS: Municipal Maintenance Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *NP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Chapter 311 of the Texas Transportation Code gives home-rule municipalities "exclusive control over and under the public highways, streets, and alleys of the municipality," and Section 221.002 allows the municipality and the commission (State of Texas) to enter into an agreement to: "(1) provide for the location, relocation, improvement, control, supervision, and regulation of a designated state highway in the municipality; and (2) establish the respective liabilities and responsibilities of the commission and the municipality under the agreement."

Pursuant to the above, Kerrville and the Texas Department of Transportation (TxDOT) previously executed a Municipal Maintenance Agreement (MMA) dated July 1969 for the purpose of determining the responsibilities of both parties with regards to maintenance of State Highway routes within the city limits. TxDOT has since revised their standard maintenance agreement throughout the state and wishes to enter into a new standard agreement with Kerrville (attached). The new agreement better defines areas that TxDOT has historically maintained through mowing (twice per year), specifically portions of Spur 98 that are in the city limits, FM 783 from Holdsworth north to the city limits, and SH 173 from SH 16 east to the city limits. In addition, the new agreement allows for Kerrville to take over the highway driveway permitting process at such time that Kerrville adopts a permitting process approved by TxDOT.

The new agreement assigns responsibilities to the City, many of which are already being done by the City and therefore have no impact on operations. However, Item 10 on Page 3

assigns to the City the responsibility for the maintenance of sidewalks, ramps, or other accessibility related items located in the state right of way. This new responsibility comes with a liability that is difficult to quantify. There are approximately 14 miles of existing sidewalks in the state highway right of way within Kerrville, however, at some point in the future, assuming sidewalks have been installed in all state highway right of way, there will be 64 miles of sidewalks. The anticipated life of each sidewalk is 50 years. This means at some point in the future the sidewalk will either need rehabilitation or replacement as part of the maintenance. The cost of constructing a new sidewalk is currently \$187,500 per mile; the routine maintenance costs are only a fraction of this construction cost, however reconstruction of these sidewalks will be considerably higher than today's dollars.

Below is a table illustrating the changes in the proposed MMA and the operational impact to the City where new responsibilities have been identified:

Proposed changes in Municipal Maintenance Agreement (MMA) with city responsibility implications

Location in MMA	Description	Impact	Reason
Pg 3, Item 5	City is responsible for signs at approaches	None	City already responsible for signs at approaches
Pg 3, Item 10	City responsible for the maintenance of sidewalks, ramps, or other accessibility related items in state right of way	Unknown future liability	Damage to sidewalks. 50-year life of sidewalk, will need to be replaced in future.
Pg 4, Item 11	Permits for access driveways on state highway by City (only after a permitting process has been approved by State)	None	City desires to be a one-stop-shop concerning development
Pg 5, Item 2	City install and maintain all parking restriction signs and pedestrian crosswalks (except those installed by state noted on Pg 4, Item 6)	None	No impact until City population > 50,000
Pg 5, Item 3	City is responsible for signing and marking of intersecting streets	None	City already responsible for signs at approaches
Pg 5, Item 6	City install, maintain, and operate traffic signals after city population > 50,000	None	No impact until City population > 50,000
Pg 5, Item 7	City perform mowing and litter pickup	None	City ordinance requires property owners to clean and mow
Pg 5, Item 8	City sweep and clean pavement	None	City already responsible for sweeping and cleaning pavement
Pg 5, Item 9	City perform snow and ice control	None	City already responsible for snow and ice control
Pg 7, Item 5	City install and maintain all parking restriction signs, pedestrian crosswalks, parking stripes and sign intersecting streets	None	I-10 is a controlled access highway with no parking or City intersecting streets

RECOMMENDED ACTION

Staff recommends that Council authorize the City Manager to negotiate a Municipal Maintenance Agreement with the Texas Department of Transportation.



MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____, 20____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Kerrville, Kerr _____ County, Texas (population 20,425, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Kerrville _____ on the _____ day of _____, 20____, and the Texas Department of Transportation, on the _____ day of _____, 20____.

ATTEST:

THE STATE OF TEXAS

CITY OF _____

BY _____
(Title of Signing Official)

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____
Mario G. Medina, P.E.
District Engineer

_____ San Antonio _____ District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

C:\MMAFormKerrville.doc

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE AGREEMENT DATED _____,
BETWEEN THE STATE OF TEXAS AND THE CITY OF KERRVILLE _____,
FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE
HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF KERRVILLE _____;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE _____:

SECTION 1. That the certain agreement dated _____, between the State of Texas and
the City of Kerrville _____ for the maintenance, control, supervision, and regulation
of certain State Highways and/or portions of State Highways in the City of Kerrville _____,
and the same is, hereby approved; and that _____ is hereby
authorized to execute said agreement on behalf of the City of Kerrville _____ and to transmit
the same to the State of Texas for appropriate action.

SECTION 2. The fact that the work contemplated under the above mentioned agreement is needed, creates an
emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires
that this Ordinance take effect immediately from and after its passage and it is accordingly so ordained.

ATTEST:

PASSED: _____

Secretary

APPROVED: _____

City of _____

Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT DATED _____,
BETWEEN THE STATE OF TEXAS AND THE CITY OF KERRVILLE _____,
FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE
HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF KERRVILLE _____;
AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE _____:

SECTION 1. That the certain agreement dated _____, between the State of Texas and
the City of Kerrville _____ for the maintenance, control, supervision, and regulation of certain
State Highways and/or portions of State Highways in the City of Kerrville _____ be, and the same
is, hereby approved; and that _____ is hereby authorized to execute
said agreement on behalf of the City of Kerrville _____ and to transmit the
same to the State of Texas for appropriate action.

ATTEST:

PASSED: _____

Secretary

APPROVED: _____

City of _____

Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS WITHIN THE CITY OF KERRVILLE

MMA- MAINTENANCE RESPONSIBILITIES WILL BE IN ACCORDANCE WITH THE MUNICIPAL MAINTENANCE AGREEMENT

HIGHWAY	FROM:	TO:	STATE RESPONSIBILITIES	CITY RESPONSIBILITIES
1 FM 1338	NORTH CITY LIMITS OF KERRVILLE	SH 27	MMA & ASSIST IN MOWING	MMA
2 FM 1341	SH 16	LOOP 534	MMA	MMA
3 FM 1341	LOOP 534	EAST CITY LIMITS OF KERRVILLE	MMA & ASSIST IN MOWING	MMA
4 FM 394	SH 27	SPUR 98	MMA	MMA
5 FM 783	NORTH CITY LIMITS OF KERRVILLE	HOLDSWORTH DRIVE	MMA & ASSIST IN MOWING	MMA
6 FM 783	HOLDSWORTH DRIVE	SH 27	MMA	MMA
7 LOOP 534	LESLIE DRIVE	SH 16	MMA	MMA
8 LOOP 534	SH 16	SH 173	MMA & ASSIST IN MOWING	MMA
9 SH 16	SOUTH CITY LIMITS OF KERRVILLE	RANCHERO ROAD	MMA & ASSIST IN MOWING	MMA
10 SH 16	RANCHERO ROAD	IH 10	MMA	EASEMENT FROM SH 16 TO APPROX. 300' EAST OF SH 16
11 SH 16	IH 10	NORTH CITY LIMITS OF KERRVILLE	MMA & ASSIST IN MOWING	MMA
12 SH 173	SH 16	SOUTH CITY LIMITS OF KERRVILLE	MMA & ASSIST IN MOWING	MMA
13 SH 27	WEST CITY LIMITS OF KERRVILLE	THIRD CREEK (APPROX. 0.5 MILE EAST OF SPUR 100)	MMA	MMA
14 SH 27	THIRD CREEK (APPROX. 0.5 MILE EAST OF SPUR 100)	EAST CITY LIMITS OF KERRVILLE	MMA & ASSIST IN MOWING	MMA
15 SPUR 100	SH 27	NORTH CITY LIMITS OF KERRVILLE	MMA	MMA
16 SPUR 98	SH 16	FM 394	MMA	MMA
17 SPUR 98	FM 394	WEST CITY LIMITS OF KERRVILLE	MMA & ASSIST IN MOWING	MMA
18 SPUR 98	FM 1338	SOUTH END OF BRIDGE @ GUADALUPE RIVER	MMA & ASSIST IN MOWING	MMA

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS WITHIN THE CITY OF KERRVILLE

MMA- MAINTENANCE RESPONSIBILITIES WILL BE IN ACCORDANCE WITH THE MUNICIPAL MAINTENANCE AGREEMENT

HIGHWAY	FROM:	TO:	STATE RESPONSIBILITIES	CITY RESPONSIBILITIES
1 IH 10	WEST CITY LIMITS OF KERRVILLE	EAST CITY LIMITS OF KERRVILLE	MMA	MMA
IH 10 WB FR (BENSON DRIVE)	SH 16	940' WEST OF LESLIE DRIVE	MMA	MMA
3				
4				
5				
6				
7				
8				
9				
10				
11				

CITY OF KERRVILLE MUNICIPAL MAINTENANCE AGREEMENT

JUN 20, 2012

Korville City Limits

Non-Controlled Access Highways - See Exhibit 'A'

TxDOT Maintains Pavement, Traffic Ops., Drainage & Geotextiles shown on Exhibit A

Controlled Access Highways - See Exhibit B'



Agenda Item: **(Staff)**

5D. Report from city staff regarding the West Nile Virus, evaluation of city codes regulating mosquito habitats, and direction to city staff regarding these matters.
(staff)

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

SUBJECT: Report from city staff regarding the West Nile Virus, evaluation of city codes regulating mosquito habitats, and direction to city staff regarding these matters

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 4, 2012

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

EXHIBITS:

1. City of Kerrville Code of Ordinances – Article IV. Sanitary Maintenance of Property
2. Texas Department of Public Safety, Division of Emergency Management – State Situation Report for West Nile Virus

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *7/*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

City staff was directed to review the city's regulations regarding the prohibition of mosquito breeding habitats. Kerrville's Code of Ordinances contains specific provisions that prohibit property owners from allowing their property to remain in a condition that might foreseeably be a harboring place for mosquitoes. A copy of this code is included with this report.

This code is adequate to address any concerns about property maintenance.

With the elevated levels of West Nile Virus and West Nile Fever this year there was a concern that Kerrville needed to implement more proactive measures with regard to mosquito habitats. There are 163 deaths in the U.S. this year attributable to complications related to the West Nile Virus, 71 have been in Texas. To put this threat in context, the CDC reports that since 1976 there have been an average of 36,000 fatalities each year in the U.S. due to complications related to influenza.

Also attached to this report is the most recent Texas Department of Public Safety, Texas Division of Emergency Management, State Situation Report for the West Nile Virus. This report shows that Kerr County has had one documented case of the West Nile Fever with no fatalities for 2012. The situation report shows that the primary areas of infection

remain in the North Texas and Coastal Texas areas.

Additionally, the report shows that confirmed cases of the West Nile Virus have been significantly declining. This is consistent with the mosquito season which peaks in the hottest and driest time of the year – July and August. However, Texas mild climate and West Nile Virus can be transmitted year round. The State of Texas advises that citizens protect themselves year round.

Studies show that 80% of individuals who are infected with the West Nile Virus show no symptoms. Their bodies fight off the infection and once they have been infected they become immune. The 20% who show effects exhibit flu-like symptoms that typically clear up within two weeks. Less than 1% of those who show effects have severe symptoms. The virus has been affecting the older population. The mean age of fatalities is 77.2 years and the median age of fatalities is 80.2 years.

There is no inoculation against the West Nile Virus and no antidote. The only treatment is to address the symptoms through standard means. Advanced medical treatment would be required for acute or severe reactions to infection.

The best strategy to fight the West Nile Virus is through public awareness and prevention. The State of Texas recommends that the "Four Ds" should be implemented to defend against the virus:

- DUSK and DAWN are the times of day to limit outdoor activities (this is when infected mosquitoes are most active).
- DRESS in long sleeves and pants when outside (for extra protection, thin clothing can be sprayed with repellent).
- DEET is an ingredient to look for in an insect repellent.
- DRAIN standing water in old tires, flowerpots, and clogged rain gutters (these are common mosquito breeding sites).

City staff is also preparing information to put on the city's website and is preparing to issue press releases to make sure that the community awareness remains high. City staff is also ready to implement code enforcement as needed to ensure that significant mosquito breeding habitat issues are addressed by property owners.

RECOMMENDED ACTION

City staff recommends no action on this item.

Exhibit 1
City of Kerrville Code of Ordinances
Article IV. Sanitary Maintenance of Property

containers, the adoption of smoking policies for places of employment, and/or the designation of smoking areas.

(b) *Fines to be assessed.* A person convicted of a violation of any provision of this article shall be required to pay a fine of not less than \$100.00 or more than \$500.00.

(Ord. No. 2001-16, § 1(art. 9-X-12), 9-19-2001; Ord. No. 2008-16, § 1, 6-10-2008)

Editor's note—See editor's note following § 54-64.

Sec. 58-75. Other applicable laws.

This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable federal, state, or local laws, ordinances, or regulations.

(Ord. No. 2001-16, § 1(art. 9-X-13), 9-19-2001; Ord. No. 2008-16, § 1, 6-10-2008)

Editor's note—See editor's note following § 54-64.

Sec. 58-76. Right to establish own policy.

This article shall not be construed as:

- (1) Prohibiting any owner, operator, manager, or other person who controls any establishment or facility to declare the entire establishment or facility as a non-smoking establishment;
- (2) Require any owner, operator, manager, employer, or other person who controls any establishment or facility to establish designated smoking areas; or
- (3) Preempting any owner, operator, manager, employer, or other person who controls any establishment or facility from taking any lawful action to enforce the policies and procedures established for such establishment or facility relating to smoking.

(Ord. No. 2001-16, § 1(art. 9-X-14), 9-19-2001; Ord. No. 2008-16, § 1, 6-10-2008)

Editor's note—See editor's note following § 54-64.

Secs. 58-77—58-100. Reserved.

ARTICLE IV. SANITARY MAINTENANCE OF PROPERTY*

Sec. 58-101. Purpose.

The purpose of this article is to provide a just, equitable, and practical method of abating conditions on property located within the incorporated limits of the city which endanger the health and safety of the general public, and constitute a public nuisance.

(Ord. No. 99-17, § 1(art. 9-VII-1), 9-28-1999)

Sec. 58-102. Definitions and interpretation.

(a) *Definitions.* For the purpose of this article, the following words and phrases shall have the following meanings unless the context otherwise clearly indicates a different meaning:

Brush means all trees, shrubbery, hedge trimmings, tree limbs and branches, tree trimmings, plant and shrub trimmings, leaves, and similar items which are not cultivated or cared for by persons owning or controlling the property.

Carrion means dead and putrefying flesh or carcasses.

Debris means materials including, but not limited to, brick, broken concrete, lumber, construction materials, cinders, plaster, automobile frames, dead trees, demolished or partly demolished structures or buildings partially or totally destroyed by fire, windstorm, flood, or other casualty, but not including construction materials stored on the site of an active construction project.

Earth and construction materials means dirt, rocks, concrete, and similar materials and waste materials resulting from construction or remodeling by a building contractor or materials from unimproved property.

Filth means any matter which is unreasonably vile, impure, or unwholesome to the public health, safety, and welfare.

**Cross references*—Owners required to keep sidewalks, gutters clean, § 90-34; throwing organic matter and rubbish in public ways, § 90-35.

State law reference—Local regulation of sanitation, V.T.C.A., Health and Safety Code ch. 342.

Impure or unwholesome matter means any material or condition which may cause disease, injury, or death, or which is a hazard to the public health, safety, and welfare including, but not limited to filth, carrion, putrescible waste, or any condition that is or might foreseeably be a harboring place for mosquitoes, insects, snakes, vermin, rodents, or disease-transmitting organisms.

Objectionable, unsightly, or unsanitary matter means any matter which is unreasonably offensive or harmful to the public health, safety, and welfare including but not limited to weeds, rubbish, trash, brush, or any condition that is or might foreseeably be a fire hazard or a harboring place for mosquitoes, insects, snakes, vermin, rodents, or disease-transmitting organisms.

Property means all land within the city's limits, including land within the property's boundaries, adjacent land extending beyond the property boundaries to the curbline or the surface of an adjacent public street or roadway, all land lying between the property line and the center of an adjacent alley, and land in drainage ditches or easements on the property which have not been dedicated to the city.

Putrescible waste means solid wastes which are capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors or gases, and capable of providing food for or attracting birds and disease-transmitting organisms.

Rubbish and *trash* mean nonputrescible solid waste, including, but not limited to, paper, rags, cartons, wood, packing materials, furniture, rubber, plastics, yard trimmings, brush, glass, tin and aluminum cans, crockery, appliances, and similar materials, unless placed on the property pursuant to and in compliance with other ordinances of the city.

Weeds means all uncultivated vegetable growth or plant matter other than brush which has grown to more than 12 inches in height.

(b) *Interpretation of words and phrases.* Unless otherwise defined in this section or the context indicates a different meaning, the words and phrases used in this article shall have their common meaning. If a word or phrase used in this article is unclear or ambiguous, any interpretation shall be made in a manner that uses reasonable judgment to apply the intent and purpose of this article to the specific situation in question.

(Ord. No. 99-17, § 1(art. 9-VII-2), 9-28-1999)

Cross reference—Definitions generally, § 1-2.

Sec. 58-103. Nuisance declared.

(a) *Filth, carrion, and impure or unwholesome matter.* All property which contains filth, carrion, putrescible waste, or any impure or unwholesome matter is hereby declared to be a public nuisance and illegal. Such property conditions shall be abated as provided by this article.

(b) *Weeds, rubbish, debris, brush, and objectionable, unsightly, or unsanitary matter.* All property which contains weeds, rubbish, debris, brush or any objectionable, unsightly, or unsanitary matter is hereby declared to be a public nuisance and illegal. Such property conditions shall be abated as provided by this article.

(Ord. No. 99-17, § 1(9-VII-3), 9-28-1999)

Cross reference—Injunctions granted to prohibit nuisance activity, § 46-1.

Sec. 58-104. Right of entry.

(a) *City health official authorized.* The city health official and his designee may enter any property at all reasonable times to make an inspection for the purpose of enforcing any of the provisions of this article.

(b) *Entering property.* When entering a property, the city health official shall first present proper identification and request entry. If entry is refused, the city health official or his designee shall have recourse to every remedy provided by law to secure entry.

(c) *Inspections.* The city health official and other authorized representatives are authorized to make such inspections and take such actions as are required to enforce the provisions of this article.

(Ord. No. 99-17, § 1(9-VII-4), 9-28-1999)

Sec. 58-105. Nuisances prohibited.

(a) *Weeds and brush.* It shall be unlawful for any person owning or occupying property in the city to allow weeds or brush to grow on the property to a height exceeding 12 inches, or regardless of height, to remain on the property in an unsightly manner. It shall be a defense to a violation of this section if the plant matter in question constitutes:

- (1) Regularly cultivated ornamental, fruit-bearing, vegetable-bearing, or flowering plants, bushes, or trees;
- (2) Regularly cultivated crops grown on property that is classified as agriculture exempt according to the tax rolls of the county;
- (3) Pasture lands on property that is classified as agriculture exempt according to the tax rolls of the county;
- (4) Heavily wooded property or property with steep slopes, on which mowing equipment cannot reasonably be used; or
- (5) Property which the city health official determines should be exempted because of the lack of harm to the public health, safety, and welfare.

(b) *Other nuisances.* It shall be unlawful for any person owning or occupying property in the city:

- (1) To allow holes or other places on the property to exist where water may accumulate and become stagnant;

- (2) To allow stagnant water to accumulate and remain on the property;
- (3) To allow filth, carrion, putrescible waste, or any impure or unwholesome matter to accumulate and remain on the property; or
- (4) To allow rubbish, debris, trash, earth and construction materials, or any other unsightly, objectionable, or unsanitary matter to accumulate and remain on the property.

(Ord. No. 99-17, § 1(9-VII-5), 9-28-1999)

Cross reference—Injunctions granted to prohibit nuisance activity, § 46-1.

Sec. 58-106. Penalties for violations.

(a) *Misdemeanor*: Any violation of this article is a misdemeanor as provided in section 1-8 of this Code.

(b) *Fines*. The penalty for a violation of this article shall be a fine of not less than \$100.00 but not exceeding \$2,000.00 for each violation.

(c) *Costs of abatement*. Upon conviction of a violation of this article, the court shall in addition to any fine levied assess against the defendant the costs incurred by city in abating the nuisance.

(d) *Entity officer liability*. The partners, officers, commissioners, managers, agents, trustees, and employees of any private partnership, trust, corporation, company, business, or other entity which owns or occupies property that violates this article shall be jointly and severally liable with the owner or occupier for the penalties provided in this section.

(Ord. No. 99-17, § 1(9-VII-6), 9-28-1999)

Sec. 58-107. Notice of violation.

(a) *Notice to owner required*. After the city health official has determined that a property violates any of the provisions of this article, the city health official or his designee shall promptly notify the owner of the property of the violation.

(b) *Methods of notice*. Written notice of a violation of this article must be given in person, or by letter, return receipt requested. If personal service cannot be obtained, or the owner's post office address is unknown, notice may be given by:

- (1) Publication in the city's official newspaper at least once;
- (2) Posting notice on or near the front door of each building on the property to which the violation relates; or
- (3) Posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

(c) *Contents of notice*. The notice of the violation must contain the following:

- (1) The name and address of the owner of the property;
- (2) The address or an identification of the property in violation of this article which need not be a legal description;
- (3) A brief description of the violation of this article and the steps necessary to bring the property into compliance with this article;
- (4) A statement that if the owner of the property does not comply with this article on or before the seventh day after the date of the notice, the city may:
 - a. Do the work or make the improvements required to comply with this article;
 - b. Pay for the work or improvements; and
 - c. Charge the expenses to the owner; and
- (5) A statement that the owner may appear at the office of the city health official on or before the seventh day after the date of the notice to show cause why the violations should not or cannot be remedied within the time required.

(d) *Notice to owner of additional violations.* Notice of a subsequent violation of this article is not required if:

- (1) The original notice was:
 - a. Mailed to the owner or posted on the property; and
 - b. Contained a statement that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city may correct the violation and assess the expense against the property without further notice; and
- (2) On or before the first anniversary of the date of the original notice, the owner commits another violation of this article of the same kind or nature as the original violation which poses a danger to the public health and safety.

(e) *Notice of violations after change in ownership.* Even if ownership of property previously found in violation of this article is transferred to another owner, notice of a subsequent violation of this article is not required if:

- (1) The original notice was:
 - a. Mailed to the owner or posted on the property; and
 - b. Contained a statement that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city may correct the violation and assess the expense against the property without further notice;
- (2) On or before the first anniversary of the date of the original notice, another violation covered by the notice occurs;
- (3) The property owner to whom the original notice was issued has transferred or conveyed his ownership interest to another person; and

(4) The city has not been informed in writing of the change in the property ownership by the owner.

(f) *Validity of refused or unclaimed notice.* If notice is mailed to the property owner but returned to the city by the U.S. Postal Service as "refused" or "unclaimed," the notice shall be considered valid and delivered.

(g) *Determination of owner and owner's address.* For purposes of this article, the owner of property in violation of this article and the owner's address shall be determined by the records of Kerr Central Appraisal District.

(Ord. No. 99-17, § 1(9-VII-7), 9-28-1999)

Sec. 58-108. Modification or rescission of order to abate.

(a) *Extension of time to abate.* If a property owner appears before the city health official on or before the seventh day after the date of the notice of violations required by section 58-107 and demonstrates cause as to why the violations cannot be remedied on or before the tenth day after the date of the notice, the city health official may, at his discretion, extend the time required to abate the violations upon a finding that there is no immediate danger to the public health, safety, or welfare.

(b) *Rescission of order to abate.* If a property owner appears before the city health official on or before the seventh day after the date of the notice of violations required by section 58-107 and demonstrates cause why the violations should not be remedied on or before the tenth day of the date of the notice or that there is no danger to the public health, safety, or welfare, the city health official may rescind the order to abate the property.

(Ord. No. 99-17, § 1(9-VII-8), 9-28-1999)

Sec. 58-109. Failure of owner to abate violations.

(a) *Abatement by city.* If the owner of the property fails to complete the work or improvements necessary to remedy violations of this article within the time ordered by the city health

official, the city health official may order and pay for all work and improvements reasonably necessary to abate the violations.

(b) *Additional violations.* The city health official may abate additional violations of this article without notice only if the conditions specified in section 58-107(e) or (f) are satisfied.

(c) *Work and improvements reasonably necessary.* Work and improvements reasonably necessary to abate violations of this article include, but are not limited to:

- (1) Draining property of stagnant water;
- (2) Filling property or depressions on property to prevent further accumulation of stagnant water;
- (3) Removing filth, carrion, putrescible waste, and other impure or unwholesome matter;
- (4) Cutting, mowing, and removing weeds and brush;
- (5) Removing rubbish, trash, debris, or other objectionable, unsightly, or unsanitary matter; and
- (6) Removing earth and construction materials.

(Ord. No. 99-17, § 1(9-VII-9), 9-28-1999)

Sec. 58-110. Assessment of city expenses for abatement.

(a) *Lien for expenses.* The city shall have a lien against the property in violation of this article for all reasonable expenses incurred by the city for abating nuisances pursuant to section 58-109 or 58-111.

(b) *Statement of expenses lien.* To obtain a lien against the property, the mayor, city health authority, or city official designated by the mayor must file a statement of expenses with the county clerk on a form approved by the city attorney.

(c) *Contents of statement of expenses lien.* The statement of expenses lien filed pursuant to subsection (b) of this section must contain:

- (1) The name and address, if known, of the owner of the property, according to the official records of the county;

- (2) A legal description of the property in violation of this article;
- (3) The amount of the expenses incurred by the city;
- (4) The interest rate to be accrued on the balance owed the city; and
- (5) The balance due as of the date of the notice.

(d) *Lien privileged.* A lien perfected in accordance with this section is a privileged lien inferior only to tax liens and liens for street improvements.

(e) *Interest rate.* A lien acquired by the city against property pursuant to this section shall bear interest at the rate of ten percent per annum from the date of payment by the city until the expenses are paid by the owner.

(f) *Service to owner.* A copy of the statement of expenses lien shall be mailed to the owner of the property, return receipt requested.

(g) *Prima facie proof.* The statement of expenses, or a certified copy of the statement, is prima facie proof of the expenses incurred by the city pursuant to section 58-109 or 58-111.

(h) *Release of lien.* The city manager shall be authorized to execute and file in the official records of the office of the county clerk a release of a lien acquired by the city against property pursuant to this section upon payment to the city for the total amount due.

(i) *Remedies cumulative.* The remedies provided by this section are in addition to those provided elsewhere in this article.

(j) *Foreclosure.* The city council may direct the city attorney to foreclose a lien perfected in accordance with this section. Liens may also be foreclosed in proceedings relating to the property brought under V.T.C.A., Tax Code § 33.91 et seq.

(k) *Additional liens.* If further violations of this article occur after the date a lien is filed, additional liens may be executed and perfected following the procedure specified in this section to secure the city's costs in abating the violations.

(Ord. No. 99-17, § 1(9-VII-10), 9-28-1999)

State law reference—Similar provisions, V.T.C.A., Health and Safety Code § 342.007.

Exhibit 2
Texas Department of Public Safety
Texas Division of Emergency Management
State Situation Report
West Nile Virus



Texas Department of Public Safety Texas Division of Emergency Management State Situation Report

Event Name	West Nile Virus (WNV)
Date	September 24th thru October 1st
Time	2000
Operational Period	Tuesday, 25 th thru Monday, 1 st , 2012
Report Number	#26

Regions Affected	
DPS Regions Affected	1,2,3,4,5,6 &7

STATEWIDE CURRENT SITUATION:

West Nile:

Local disaster declarations have been issued due to the outbreak of the West Nile Virus in the following cities: Addison, Balch Springs, Carrollton, Coppell, Dallas, DeSoto, Denton, Ferris, Glen Heights, Grand Prairie, Hutchins, Irving, Lancaster, Mesquite, Richardson, Rowlett, Sachse, Seagoville, University Park and Wilmer.

Human:

WNND cases reported in 2012 for the following counties: Andrews (10), Angelina (7), Bastrop (2), Bell (7), Bexar (14), Blanco (1), Bowie (7), Brazoria (4), Brazos (6), Burnet (1), Calhoun (1), Camp (1), Carson (2), Cass (1), Castro (1), Cherokee (2), Collin (21), Concho (2), Cooke (3), Coryell (1), Dallas (164), Dawson (1), Deaf Smith (1), Denton (46), DeWitt (1), Ector (5), Ellis (8), El Paso (19), Fannin (1), Fort Bend (3), Freestone (1), Galveston (1), Glasscock (1), Grayson (3), Gregg (15), Grimes (2), Guadalupe (2), Harris (27), Harrison (3), Hays (5), Henderson (1), Hidalgo (2), Hood (2), Hopkins (3), Howard (1), Hunt (10), Johnson (5), Kaufman (8), Lamar (4), Lavaca (1), Liberty (2), Limestone (1), Lubbock (9), Martin (1), McLennan (25), Midland (2), Montgomery (7), Moore (1), Navarro (3), Nueces (4), Panola (2), Parker (5), Rains (1), Randall (8), Robertson (2), Rockwall (1), Rusk (6), Schleicher (1), Smith (10), Tarrant (98), Titus (1), Tom Green (2), Travis (48), Trinity (1), Upshur (1), Val Verde (1), Van Zandt (2), Victoria (1), Waller (1), Washington (1), Wharton (2), Willacy (1), Williamson (6), Wise (2), Young (1) and Zavala (1).

WN fever cases reported in 2012 for the following counties: Andrews (2), Angelina (8), Archer (1), Austin (1), Bailey (1), Bastrop (3), Bell (3), Bexar (4), Bowie (5), Brazoria (2), Brazos (3), Brewster (1), Burleson (1), Burnet (1), Cass (1), Cherokee (3), Collin (36), Comal (1), Cooke (2), Crosby (2), Dallas (181), Deaf Smith (1), Denton (108), DeWitt (1), Dickens (1), Ector (3), Ellis (15), El Paso (8), Erath (1), Fayette (3), Floyd (1), Fort Bend (8), Frio (2), Grayson (6), Gregg (11), Guadalupe (2), Hale (2), Harris (16), Harrison (2), Hays (1), Henderson (2), Hidalgo (1), Hill (2), Hood (2), Hunt (3), Hutchinson (1), Jack (1), Jefferson (4), Johnson (6), Kaufman (2), Kerr (1), Lamar (7), Limestone (2), Lubbock (4), Madison (1), McLennan (9), Midland (2), Mitchell (1), Montague (1), Montgomery (6), Navarro (4), Nolan (1), Nueces (2), Orange (2), Panola (2), Potter (1), Presidio (2), Randall (7), Red River (1), Rockwall (2), Rusk (2), Schleicher (3), Shelby (1), Smith (7), Starr (1), Tarrant (143), Titus (4), Tom Green (8), Travis (60), Upshur (2), Van Zandt (5), Walker (1), Wichita (5), Williamson (10) and Wise (2).

The number of WN illnesses reported for 2012 is now to 1491 (701 WNND and 790 WN fever). Seventy-one fatalities reported.

Onset dates for all WN illness cases range from May 28 to September 27, 2012.

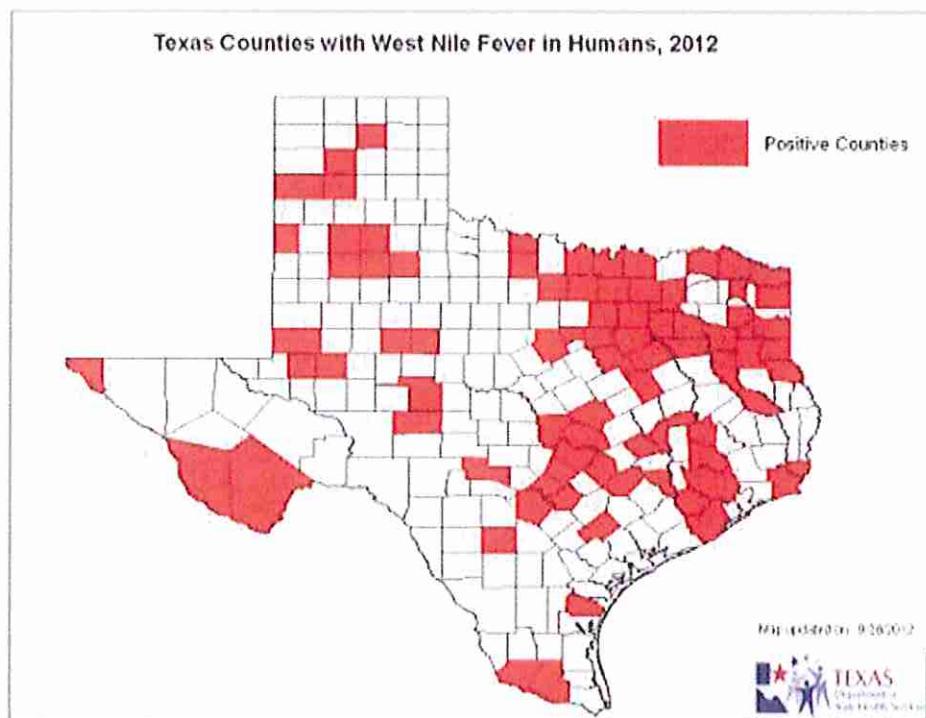
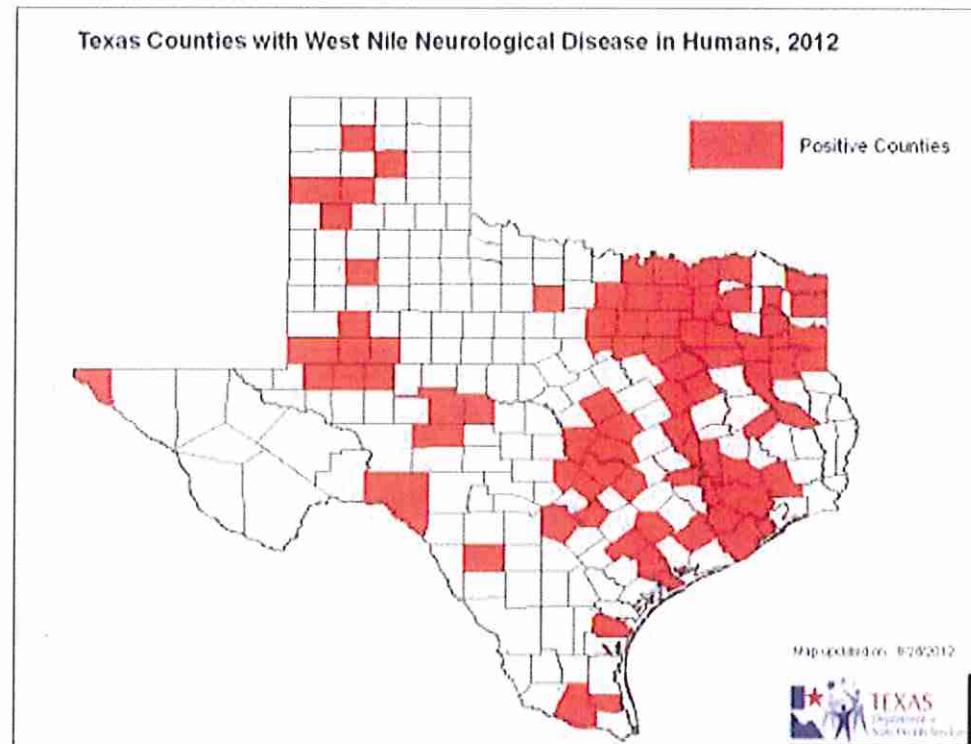
The total number of asymptomatic blood donors reported is now 99.

OPERATIONAL PRIORITIES:

1. Protect life and property.
2. Collect and disseminate accurate incident information to improve decision making.
3. Public Awareness on protective measures
4. Identify available resources to support impacted local jurisdictions.

Counties Affected: Andrews, Angelina, Archer, Austin, Bastrop, Bell, Bexar, Bowie, Brazoria, Brazos, Brewster, Burleson, Burnet, Calhoun, Camp, Carson, Cass, Castro, Cherokee, Collin, Comal, Concho, Cooke, Coryell, Crosby, Dallas, Dawson, Deaf Smith, Denton, De Witt, Dickens, Ector, Ellis, El Paso, Erath, Fannin, Fayette, Floyd, Fort Bend, Freestone, Frio, Galveston, Glasscock, Grayson, Gregg, Grimes, Guadalupe, Hale, Harris, Harrison, Hays, Henderson, Hidalgo, Hill, Hood, Hopkins, Howard, Hunt, Hutchinson, Jack, Jefferson, Johnson, Kaufman, Kerr, Lamar, Lavaca, Liberty, Limestone, Lubbock, Madison, Martin, McLennan, Midland, Mitchell, Moore, Montague, Montgomery, Navarro, Nolan, Nueces, Orange, Panola, Parker, Potter, Presidio, Rains, Randall, Red River, Robertson, Rockwall, Rusk, Schleicher, Shelby, Smith, Starr, Tarrant, Titus, Tom Green, Travis, Trinity, Upshur, Val Verde, Van Zandt, Victoria, Walker, Waller, Washington, Wharton, Wichita, Willacy, Williamson, Wise, Young and Zavala Counties.

The following graphics display all counties that had confirmed cases of Human West Nile Neuroinvasive Disease (WNND) and Human West Nile Fever (WNF).



AFFECTED REGIONS: as of, October 1, 2012 per DSHS

Region 1: Districts: Garland, Tyler, Hurst, Mt. Pleasant, Sherman

DSHS continues to coordinate Mosquito Spray Trucks with drivers to support the ongoing mosquito abatement operations. Increased WNV surveillance continues in Health Service Region 2/3.

County	Deaths	Human WNND	Human WNF	Total Cases
Bowie		7	5	12
Camp		1	0	1
Cass	1	1	1	2
Cherokee	1	2	3	5
Collin	4	21	36	57
Cooke	1	3	2	5
Dallas	17	164	181	345
Denton	2	46	108	154
Ellis	2	8	15	23
Erath		0	1	1
Fannin		1	0	1
Grayson		3	6	9
Gregg	1	15	11	26
Harrison	1	3	2	5
Henderson		1	2	3
Hood	1	2	2	4
Hopkins	1	3	0	3
Hunt		10	3	13
Johnson		5	6	11

Region 1: Districts: Garland, Tyler, Hurst, Mt. Pleasant, Sherman (continued)

Kaufman		8	2	10
Lamar	1	4	7	11
Navarro		3	4	7
Panola	1	2	2	4
Parker		5	0	5
Rains		1	0	1
Red River		0	1	1
Rockwall		1	2	3
Rusk		6	2	8
Smith		10	7	17
Tarrant	8	98	143	241
Titus	1	1	4	5
Upshur		1	2	3
Van Zandt		2	5	7
Wise		2	2	4

**Region 2: Districts: Houston, Texas City, Beaumont, Lufkin,
Conroe, Pierce, Bryan**

County	Deaths	Human WNND	Human WNF	Total Cases
Angelina		7	8	15
Austin		0	1	1
Brazoria		4	2	6
Brazos		6	3	9
Burleson		0	1	1
Fort Bend		3	8	11
Galveston		1	0	1
Grimes		2	0	2
Harris	3	27	16	43
Jefferson		0	4	4
Liberty		2	0	2
Madison		0	1	1
Montgomery	1	7	6	13
Orange		0	2	2
Robertson		2	0	2
Shelby		0	1	1
Trinity		1	0	1
Walker		0	1	1
Waller	1	1	0	1
Washington		1	0	1
Wharton	1	2	0	2

Region 3: Corpus Christi, Del Rio, Laredo and McAllen

County	Deaths	Human WNND	Human WNF	Total Cases
Hidalgo	1	2	1	3
Nueces	1	4	2	6
Starr		0	1	1
Val Verde		1	0	1
Willacy		1	0	1
Zavala		1	0	1

Region 4: Midland, San Angelo, El Paso, Fort Stockton

County	Deaths	Human WNND	Human WNF	Total Cases
Andrews	1	10	2	12
Brewster		0	1	1
Concho	1	2	0	2
Dawson		1	0	1
Ector	1	5	3	8
El Paso	4	19	8	27
Glasscock		1	0	1
Howard		1	0	1
Martin		1	0	1
Midland	2	2	2	4
Nolan		0	1	1
Presidio		0	2	2
Schleicher		1	3	4
Tom Green		2	8	10

Region 5: Lubbock, Wichita Falls, Amarillo, Abilene

County	Deaths	Human WNND	Human WNF	Total Cases
Archer		0	1	1
Bailey		0	1	1
Carson		2	0	2
Castro		1	0	1
Crosby		0	2	2
Deaf Smith		1	1	2
Dickens		0	1	1
Floyd		0	1	1
Hale		0	2	2
Hutchinson		0	1	1
Jack		0	1	1
Lubbock		9	4	13
Mitchell		0	1	1
Montague	1	0	1	1
Moore		1	0	1
Potter		0	1	1
Randall		8	7	15
Wichita		0	5	5
Young		1	0	1

**Region 6: Districts: Bexar County, Waco, Austin, San Antonio,
Victoria & Region 7: Districts: Capital Complex, Austin**

County	Deaths	Human WNND	Human WNF	Total Cases
Bastrop		2	3	5
Bell	2	7	3	10
Bexar	1	14	4	18
Blanco		1	0	1
Burnet		1	1	2
Calhoun		1	0	1
Comal		0	1	1
Coryell		1	0	1
DeWitt		1	1	2
Fayette	1	0	3	3
Freestone		1	0	1
Frio		0	2	2
Guadalupe		2	2	4
Hays		5	1	6
Hill		0	2	2
Kerr		0	1	1
Lavaca		1	0	1
Limestone		1	2	3
McLennan	1	25	9	34
Travis	3	48	60	108
Victoria	1	1	0	1
Williamson	1	6	10	16

DSHS has confirmed: as of October 1, 2012

701 Human Cases of (WNND) in 86 Counties	790 Human Cases of West Nile Fever (WNF) in 85 Counties	1336 Positive WNV Mosquito Pools in 20 Counties	61 Horse Cases in 37 Counties
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**TEXAS DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES (DARS)
AND THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) AND
DEPARTMENT OF AGING AND DISABILITY SERVICES (DADS)**

- Produced two American Sign Language videos about West Nile Virus Prevention Measures.

Community Preparedness Section

- As of 9/21/12, 249,217 copies of WNV prevention material have been distributed
- Provided WMV executive briefings to DSHS Executive Team
- Continued to send WNV Daily case count updates

Media Relations

- Continues to respond to media inquiries

Government Relations

- Continues to respond to legislator inquiries

North Texas Poison Control Center

- Total number of calls August 13- September 20: 1767
No calls regarding exposures to the spray

WNV INFORMATION RESOURCES:

TEXAS:

TAHC: 800-550-8242 (equine cases or suspects) or Texas Veterinary Services: 512-383-2407

Texas Veterinary Medical Diagnostic Laboratory: 888-646-5623 (equine diagnostic samples)

TDSHS General Sanitation Division: 512-834-6773

TDSHS Communicable Disease Control Division: 512-458-7455

TDSHS Zoonosis Division: 512-458-7255. After hours: 888-963-7111 (Callers will be asked to leave their name and telephone number)

TDSHS Laboratory: 512-458-7592 or mosquito testing 458-7514 Human testing

TDSHS web site: <http://www.dshs.state.tx.us/>

Other TDSHS WNV sites include:

TDSHS Zoonosis Control Group: WNV website:

<http://www.dshs.state.tx.us/idcu/health/zoonosis/>

Frequently asked questions:

<http://www.dshs.state.tx.us/idcu/disease/arboviral/westNile/information/general/FAQs/>

Local WNV contacts:

<http://www.dshs.state.tx.us/IDCU/disease/Arboviral/WestNile/Information/More/Contacts/default.asp>

Annual Statistics:

<http://www.dshs.state.tx.us/idcu/disease/arboviral/westNile/statistics/annual/>

Symptoms:

Cases by county

<http://www.dshs.state.tx.us/idcu/disease/arboviral/westNile/statistics/detailed/>

Federal:

Centers for Disease Control and Prevention (CDC) WNV Information Line (toll-free):

English/Spanish: 1-800-232-4636

Public Service Announcement (English/ Spanish):

<http://www.cdc.gov/ncidod/dvbid/westnile/psa.htm>

National Institutes of Health (NIH):

Multiple Languages Public Service Announcement:

<http://www.nlm.nih.gov/medlineplus/languages/westnilevirus.html>

CDC web site: <http://www.cdc.gov/ncidod/dvbid/westnile/index.htm>

Other CDC WNV sites include:

Overview: <http://www.cdc.gov/ncidod/dvbid/westnile/qa/overview.htm>

Background: <http://www.cdc.gov/ncidod/dvbid/westnile/background.htm>

Questions and answers: <http://www.cdc.gov/ncidod/dvbid/westnile/q&a.htm>

Prevention tips: <http://www.cdc.gov/ncidod/dvbid/westnile/index.htm#prevention>

Related publications: <http://www.cdc.gov/ncidod/dvbid/westnile/publications.htm>

Frequently asked questions: <http://www.cdc.gov/ncidod/dvbid/westnile/q&a.htm>

Insect repellent safety:

http://www.cdc.gov/ncidod/dvbid/westnile/qa/insect_repellent.htm

Links to state and local sites: http://www.cdc.gov/ncidod/dvbid/westnile/city_states.htm

TX link Statistics, surveillance, and control:

<http://www.cdc.gov/ncidod/dvbid/westnile/surv&control.htm>

Education and training: <http://www.cdc.gov/ncidod/dvbid/westnile/education.htm>

Clinical guidance: http://www.cdc.gov/ncidod/dvbid/westnile/clinical_guidance.htm

Ecology and virology: <http://www.cdc.gov/ncidod/dvbid/westnile/ecology.htm>

Conferences: <http://www.cdc.gov/ncidod/dvbid/westnile/conf/index.htm>

Who is at risk: http://www.cdc.gov/ncidod/dvbid/westnile/qa/who_risk.htm

Symptoms: <http://www.cdc.gov/ncidod/dvbid/westnile/qa/symptoms.htm>

Laboratory guidance: http://www.cdc.gov/ncidod/dvbid/westnile/lab_guidance.htm

Environmental Protection Agency (EPA) Insect repellent information:

<http://www.epa.gov/pesticides/about/index.htm>

DEET information: www.epa.gov/pesticides/factsheets/chemicals/deet.htm

U. S. Geological Survey web site (for maps showing the occurrence of WNV in humans, birds, and other animals):

http://cindi.usgs.gov/hazard/event/west_nile/west_nile.html

5. **COMMENTS:** West Nile Virus cases usually occur in the late summer or early Fall. However, Texas has a variety of climates, and when temperatures are mild; West Nile Virus can be transmitted year round. It is best to protect yourself all year. The "Four D's" should be implemented to defend against West Nile Virus.

- DUSK and DAWN are the times of day to limit outdoor activities. This is when infected mosquitoes are most active.
- DRESS in long sleeves and pants when outside. For extra protection, thin clothing can be sprayed with repellent.
- DEET is an ingredient to look for in an insect repellent. Follow label instructions and always wear repellent when outdoors.
- DRAIN standing water in old tires, flowerpots, and clogged rain gutters. These are mosquito-breeding sites.

FINAL COMMENTS:

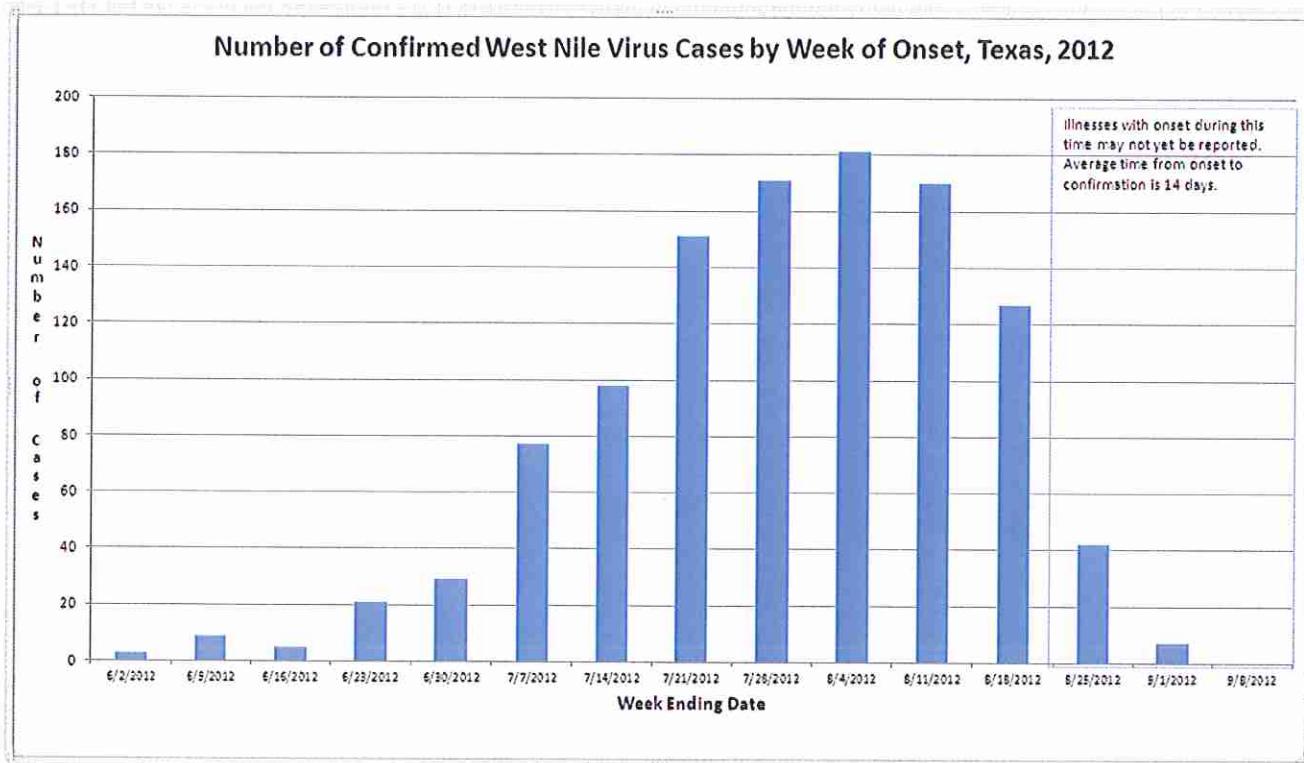
The Texas Division of Emergency Management, the Texas Department of State Health Services, the Texas Animal Health Commission, and the Texas Parks and Wildlife Department will continue to monitor the situation, not only in Texas, but in adjacent states as well. The SOC is presently at activation Level III (Increased Readiness Conditions). The next situation report will be published as additional information and updates are received.

The four levels of SOC activation are:

- | | |
|-----------|----------------------------------|
| Level I | (Emergency Conditions) |
| Level II | (Escalated Response Conditions) |
| Level III | (Increased Readiness Conditions) |
| Level IV | (Normal Conditions) |

This Situation Report can be found on the DEM Homepage at
www.txdps.state.tx.us/dem

W. Nim Kidd, CEM
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management



Agenda Item:

5E. Report and provide direction regarding the regulation of group homes within the City of Kerrville. (Councilmember Conklin)

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

SUBJECT: Receive a city staff report and provide direction regarding the regulation of group homes within the City of Kerrville

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 5, 2012

SUBMITTED BY: Todd Parton **CLEARANCES:**

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

Expenditure Required: \$0.00	Current Balance in Account: \$0.00	Amount Budgeted: \$0.00	Account Number: TBA
--	--	---------------------------------------	-----------------------------------

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Pursuant to City Council direction, city staff has researched the ability and authority of the community to regulate group homes. This is a relatively complex issue that must not violate federal rules and regulations pertaining primarily to the Fair Housing Act and state laws that limit the city's ability to regulate group homes. City staff has discussed this issue with the Zoning Ordinance Input Committee (ZOIC). In its analysis, ZOIC determined that the ability to regulate group homes via zoning is very limited and that a more effective way to regulate them is through other means.

In considering this issue it is important to identify the problem, determine the tools available to address the problem, and, finally, to implement the most effective tools.

The Problem – group homes are often located within existing single family residential neighborhoods. There are often compatibility issues with immediately adjacent single family homes. Public safety is also a concern. Knowledge of these facilities is important in the delivery of emergency services.

The Tools – based on a staff analysis of this issue, the following tools have been identified:

1. *Registration and Licensing* – the city could implement an annual registration and licensing requirement. Through the application process, the city could conduct a criminal background check and reject applications accordingly. A registration and licensing fee would be charged.

2. *Inspections* – the city could require an initial inspection and a periodic inspection of each registered and licensed facility.
3. *Density Control* – the city could require a minimum separation requirement between facilities.
4. *Occupancy Limits* – the city could enforce occupancy limits. Current code limits residential occupancy to no more than 1 person per 200 square feet of living space. The application of this code would have to be city-wide and could have additional impacts on some of the city's existing single-family homes and families.

Implementation – City Council needs to provide direction regarding the preferred means to regulate group homes. A registration and licensing and inspection program must be implemented in order to effectively engage in any level of regulation. An additional code enforcement officer needs to be added to the Code Enforcement Division to handle the additional workload. Staff estimates that the direct costs over the next five years would be:

Year 1 = \$77,220 (first year capital included – i.e. car, computer, furniture)
Year 2 = \$60,370
Year 3 = \$62,022
Year 4 = \$63,763
Year 5 = \$67,804 (capital replacement included – computer)

There are additional indirect costs as well. For example, the Municipal Court and Legal Department will be impacted when citations are issued.

RECOMMENDED ACTION

City staff has no recommendation at this time and is requesting direction from the City Council.

Agenda Item:

5F. Designation of distribution to benefit the Butt-Holdsworth Memorial Library from the Robert E. Lee Residuary Trust and the Robert E. Lee Charitable Trust, #2. (staff)

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

SUBJECT: Designation of Distribution to benefit the Butt-Holdsworth Memorial Library from the Robert E. Lee Residuary Trust and the Robert E. Lee Charitable Trust, #2.

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** September 27, 2012

SUBMITTED BY: Heather Stebbins *HS* **CLEARANCES:** Mike Hayes *MH*
Asst. City Attorney City Attorney

EXHIBITS: Designation of Distribution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *JH*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The City's Library is the named beneficiary of the above-referenced trusts. These trusts were created in Mr. Robert E. Lee's Last Will and Testament. The last income beneficiary of the trusts passed away in 2011, such that the remaining assets of the trust may be distributed equally between the Library, Peterson Hospice, First United Methodist Church, and Unity Church of the Hill Country. The trusts' assets include stocks, bonds, mutual funds, and oil and gas working interests.

The Trustee, Security State Bank & Trust, has requested that the City designate how it would like distribution to be made, whether in cash or in kind. In order to distribute the assets in kind, all four of the beneficiaries must agree. The other three beneficiaries have filed designations that distribution is made in cash. After the City's designation, the Trustee estimates that the process of liquidating securities and having the necessary work done to sell the minerals (deed preparation, etc.) will take approximately 90 days. Minerals will be sold through an online auction and securities will be sold through a third party. Following the sale of the assets, the Trustee will distribute the cash to each of the beneficiaries.

RECOMMENDED ACTION

Authorize the City Manager to designate how the City will receive the residuary distribution from the Robert E. Lee Residuary Trust and the Robert E. Lee Charitable Trust #2.

**Robert E. Lee Residuary Trust
Robert E. Lee Charitable Trust #2
Designation of Distribution**

We respectfully request that the residuary distributions from the above trust be made as follows:

In cash

In kind. We understand that remainder distributions in kind will only be made when all remainder beneficiaries agree to such.

BUTT HOLDSWORTH MEMORIAL LIBRARY

by: _____

Title

Date

STATE OF Texas }

AFFIDAVIT

COUNTY OF Kerr }

1. I am Todd Parton. My position with the City of Kerrville ("the City"), owner of the Butt Holdsworth Memorial Library ("the Library") is City Manager.

2. I am authorized to accept funds on behalf of the Library, designated as a beneficiary of the Robert E. Lee Residuary Trust and the Robert E. Lee Charitable Trust #2, created under the Last Will and Testament of Robert E. Lee, dated January 6, 1986, 1st Codicil, dated January 13, 1988, 2nd Codicil, dated January 5, 1989 and Agreed Order, dated September 17, 1998.

3. I certify to Security State Bank & Trust, Kerrville, Texas; Trustee ("the Trustee") of the Robert E. Lee Residuary Trust and Robert E. Lee Charitable Trust #2, that the Library, is the same Butt Holdsworth Memorial Library named in the above referenced Robert E. Lee Residuary Trust and Robert E. Lee Charitable Trust #2.

INDEMNITY

To the extent allowed by law, Butt Holdsworth Memorial Library and the City of Kerrville agree to pay and indemnify Security State Bank & Trust, Kerrville, Texas, for any losses sustained with regard to payment of any money to the Library or any loss for delivery of any personal property to Butt Holdsworth Memorial Library, together with all costs, losses and attorney's fees that the Trustee may incur in connection with said affidavit and return such amounts the Library would not otherwise be entitled to receive.

City of Kerrville

By: _____

Todd Parton, Affiant
City Manager

STATE OF Texas }

COUNTY OF Kerr }

This foregoing instrument was acknowledged before me on this _____ day of October, 2012, by Todd Parton, City Manager of the City of Kerrville.

Notary Public, State of Texas

Agenda Item: **(Staff)**

5G. Acceptance of \$40,000 grant award from the Hal and Charlie Peterson Foundation for replacement of lights in the downtown parking garage. (staff)

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

SUBJECT: Acceptance of \$40,000 grant award from the Hal and Charlie Peterson Foundation for replacement of lights in the downtown parking garage

FOR AGENDA OF: 10/9/2012

DATE SUBMITTED: 10/2/2012

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Notice of Grant Award
Kerrville Downtown Parking Garage Lighting Improvement Project

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

On September 26, 2012, the City Manager's Office received notice that the Hal and Charlie Peterson Foundation had awarded a grant in the amount of \$40,000 to the City of Kerrville. This award will help to fund the replacement of the existing lights at the downtown parking garage with an energy efficient LED lighting system. Consideration of this grant by the Hal and Charlie Peterson Foundation was made pursuant to an application by the Cailloux Foundation.

Relighting the garage is part of the Kerrville City Hall construction and renovation project. The total cost estimate for the project is \$230,000. Funding for the project is as follows:

Cailloux Foundation	\$ 110,000
KPUB Energy Efficiency Grant	\$ 40,000
City of Kerrville	\$ 40,000
Hal and Charlie Peterson Foundation	\$ 40,000

The project is scheduled to be completed January 2013. It is estimated that the new lighting system will save the City of Kerrville approximately \$23,000 per year in energy costs.

RECOMMENDED ACTION

City staff recommends accepting the Hal and Charlie Peterson Foundation grant and direct the city manager to execute the Grant Agreement.

RECEIVED SEP 26 2012

HAL AND CHARLIE
PETERSON FOUNDATION
515 Jefferson Street • P.O. Box 293870
Kerrville, Texas 78029
830-896-2262 • info@hcpetersonfoundation.org
www.hcpetersonfoundation.org

September 25, 2012

Mr. Todd Parton, City Manager
City of Kerrville
800 Junction Hwy.
Kerrville, TX 78028

Dear Mr. Parton:

The Board of Trustees of the Hal and Charlie Peterson Foundation is pleased to inform you that a grant in the amount of \$40,000.00 has been approved to help fund the replacement of lights in the downtown parking garage. It is our understanding that the City intends to contribute \$40,000.00 to the garage light project and that these grant funds will be applied in addition to that amount. Enclosed you will find a grant agreement formalizing our grant relationship. Please read the conditions of the Grant Agreement. Please have a duly authorized officer sign the original copy and return to our office keeping a copy for your records. Upon receipt of the signed original Grant Agreement in our office, we will schedule funding of the grant on or before October 15, 2012.

Publication or acknowledgment of this grant in the form of public news media releases is permitted provided the content is cleared through the Foundation office prior to release to the media.

Sincerely,



Brian T. Oehler
General Manager

BTO/plb
Enclosure

Grant Agreement

The Trustees of the Hal and Charlie Peterson Foundation forwarded a grant commitment letter dated September 25, 2012, City of Kerrville, (Grantee). This grant commitment is subject to the following terms and conditions.

1. This Grant in the amount of \$40,000 is to fund replacement of parking garage lights.
2. Grantee warrants and represents that it is a governmental unit as described in §170(c)(1) within the meaning of §509(a) and §170(b)(1)(A)(v) of the Internal Revenue Code.
3. Grantee will furnish to Hal and Charlie Peterson Foundation any information concerning a change or a proposed change in Grantee's exempt status. If Grantee's exempt status changes the Hal and Charlie Peterson Foundation reserves the right to have all remaining grant funds immediately returned.
4. Checks funding this grant must be endorsed by Grantee.
5. Any funds not used or committed for the specific purpose of the grant must be reported to the Hal and Charlie Peterson Foundation which reserves the right to have all remaining grant funds returned.
6. Grantee must provide a written report supported by invoices or related documents as soon as possible after the grant funds are expended which describes conclusions, progress, and/or status of grant objectives.
7. Hal and Charlie Peterson Foundation desires that all resources of Grantee be dedicated to accomplishing its charitable purpose. Accordingly, Grantee agrees not to recognize the Hal and Charlie Peterson Foundation, its Trustees or staff, or this grant with any gratuity including without limitation, complimentary tickets, certificates, plaques, or similar mementos.

Signify your agreement to the foregoing terms and conditions by having a duly authorized officer sign and return the original of this Grant Agreement to Hal and Charlie Peterson Foundation.

ACCEPTED:

City of Kerrville

By: _____

Title: _____

Date: _____

Kerrville Downtown Parking Garage

Lighting Improvement Project

Kerrville Public Utility Board

Funding Request

August 23, 2012



Project Information

The Cailloux Foundation, the City of Kerrville and the KPUB staff have been working together with the General Contractor (Huser Construction) and the Electrical Contractor (DW Electric) on a project which will replace all lighting fixtures in the Downtown Public Parking Garage. The Downtown Parking Garage is owned by the Foundation and leased to the City for the purposes of public parking for the downtown area and City Hall. If funded, this project would be constructed as part of the Foundation's contract with Huser Construction.

Project Scope

This project scope includes the replacement and upgrade of all miscellaneous lighting in the garage to LED. Additionally, it includes the demolition of all existing fluorescent fixtures (approximately 308) and the installation of 164 new LED parking garage lights with integral motion and sunlight sensors. These fixtures are able to turn themselves off if there is enough ambient lighting in the area. They also have built in motion sensor that reduces the lighting output by 30% if no one is around. The sensors can be individually adjusted to suit the needs of the area they are installed.



Project Cost

LED package with individual light sensors	\$203,143.00
Temp construction lighting	\$2,895.00
<u>Contingency</u>	<u>\$23,962.00</u>
Total Project Cost	\$230,000.00

Project Funding

The proposed project funding would be as follows:

KPUB	\$40,000.00
City of Kerrville	\$40,000.00
*Peterson Foundation	\$60,000.00 - \$75,000.00
Cailloux Foundation	\$75,000.00 - \$90,000.00

The Peterson Foundation has received the funding request from the Cailloux Foundation and will consider the funding request at their August 28, 2012 meeting.

Energy Efficiency Project Summary

Existing Configuration Annual Cost	\$32,082.72
Proposed LED Upgrade Configuration Annual Cost	\$9,150.05

Project Timeline

Funding approved	August 2012
Procurement of fixtures (6 weeks)	October 2012
Installation (13 weeks)	Completion January 2013

Vehicle Charging Station

At the request of KPUB, the Foundation has agreed to allow the installation by KPUB of one or two vehicle charging stations in the Parking Garage facility.

Downtown Parking Garage Energy Efficiency Project Summary

	Number of Fixtures	Annual kWh Consumption	Annual Energy Cost	Annual Maintenance Cost	Total Annual Cost
Total Garage Existing Configuration	308	305,675	\$ 27,510.71	\$ 4,572.01	\$ 32,082.72
Total Garage Base Option with Parking Option 1 (Upgrade most miscellaneous lighting to LED, Upgrade main parking lighting to T8 high efficiency fluorescent)	308	150,096	\$ 13,508.64	\$ 3,900.21	\$ 17,408.85
Total Garage Base Option with Parking Option 2 (Upgrade most miscellaneous lighting to LED, Upgrade main parking lighting to LED with central control)	242	88,810	\$ 7,992.90	\$ 4,757.58	\$ 12,750.48
Total Garage Base Option with Parking Option 3 (Upgrade most miscellaneous lighting to LED, Upgrade main parking lighting to LED with local dimming and photo control)	242	68,765	\$ 6,188.86	\$ 2,961.18	\$ 9,150.05

Proposal

D W ELECTRIC CO.
330 PETERSON DRIVE
KERRVILLE, TEXAS 78028
Phone: 830-257-3739 Fax: 830-257-3740

Proposal Submitted To
Huser Construction
Address
410 Cotton Gin Lane
City
Kerrville, Texas 78028
Attn:
Marty Dressen

Phone Date
830-257-8588 July 30, 2012
Fax
830-257-8589
Job
Kerrville Parking Garage

This proposal is for Parking Garage Lighting improvements. Thank you for the opportunity to provide a quote for this project. Please call if you have any questions or concerns.

The Base Lighting Package Includes:

- All of the (28) 4' EM lights in the stairwells were either non-functional or corroded. We are proposing to replace these with new vapor tight 4' T8 fluorescent EM lights (we have decided to propose using standard fixtures in lieu of LED because there is only savings of 5 watt by going LED and the LED would add \$5,237.00 to the price)
 - The existing (9) wall pack fixtures have broken lenses or have discolored lenses. They also have lamp and ballast issues. We are proposing to replace them with new LED wall packs.
 - Replacement of the 3 cylinder style lights on the Sidney Baker side of the parking garage with new LED wall pack fixtures.
 - There are two lighting poles (with 2 heads on each) that were removed on the top level. We are including the installation of two new poles with 2 LED lights on each in the same location.
 - Installation of new LED lamps and ballasts for the existing pole lights on the top level included.
 - Re-lamp the 10 bollard lights on the Water Street side with LED 14 watt retrofit lamps (the existing lamps are 100 watts each)
 - Install (12) new outdoor rated exit lights to replace existing (that are in poor condition/not working)
 - Install (3) new emergency lights in the NE stairwell corridor (none of the existing we tested worked properly) and (3) by the elevators
 - Install 2 new 13 watt LED flag flood lights
 - We have also included the replacement of the damaged conduit (hanging down) in the 3rd floor SE stairwell

Notes:

- Please note it is our intent to reuse the existing wire and conduit wherever possible
- We have not included bird-proofing, concrete forming, or concrete for the (2) pole lights on the top level
- We are assuming there will be a trash container provided for the demoed items

Parking area lighting options:

1. Fluorescent-We will demo the existing 8' T12 fluorescent lights and install (230) new vapor tight 8' T8 tandem fluorescent lights. We have also included a new control contactor (controlled by time clock and photocell inputs) to limit the amount the times when all of the fixtures are in operation. This option with the controls is \$124,490.00.
2. LED-The demolition of the existing lights and install 164 LED parking garage fixtures. The fixtures will primarily be installed in a single row down the middle of the bays. We have allowed for 2 fixtures in the areas with the most traffic (the entry, cancer center area, second and third floor elevator landings). This option also incorporates a control contactor system to limit when the fixtures are turned on. This option is \$197,735.00
3. LED w/sensors- the demolition of the existing fixtures and the installation of 164 new LED parking garage lights with integral motion and sunlight sensors. These fixtures are able to turn themselves off if there is enough ambient lighting in the area. They also have a built in motion sensor that reduces the lighting output by 30% if no one is around. The sensors can be individually adjusted to suit the needs of the area they are installed. The pricing for this option is \$203,143.00

Optional Adder:

We are assuming that we will be able to block off the areas of the garage that we will be working in. If this is not possible we will need to add temporary lighting in the sections where work is being performed. The pricing for the 277 volt temporary lights is \$2,895.00.

Monthly draws as job progresses

*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Signature _____

D W Electric Co.

Electrical Contractor's License # 17580

Note: This proposal may be withdrawn by us if not accepted with 30 days.

Signature _____

Signature _____

Date of Acceptance: _____

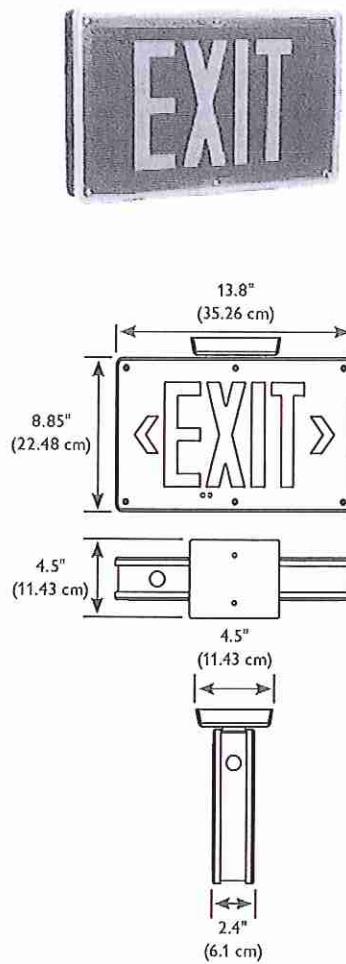
1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/compliants

LWL2 Series

VANDAL-RESISTANT WET/DAMP LOCATION LED EXIT

Page 1 of 2

LWL2NURBSD2T



Features

Illumination: Illumination of the exit stencil face is accomplished with long lasting, high-output LEDs. Hot spots and striations are eliminated by the internal light chamber, which is specially designed around the high-performance LED array. Average illumination levels are in excess of 25fl (79 cd/m²).

Housing: Die-cast aluminum housing with premium impact-resistant injection molded polycarbonate covers. Housing is powder coated and back cover is molded in color to match. Front cover is clear. Stencil is provided with field selectable chevrons and is contained inside the fully gasketed housing. All exposed hardware is both vandal-resistant and anti-corrosion coated. Universal knockouts on backplate allow wall mounting directly to standard junction boxes. Die-cast aluminum canopy is provided for top/side mounting and is powder coated to match housing.

Operating Temperature

Range: Wet/Damp Location
-40°F (-40°C) to 113°F (45°C)

Diagnostic Electronics

(standard): 120/277 VAC dual voltage input with surge protection is standard on all AC models. For emergency operation, the charging system is microprocessor driven with software embedded diagnostic routine and temperature compensation. 120/277 VAC input, surge protection, brownout, AC lockout and low voltage disconnect features are standard.

Self-Testing Diagnostics

(standard): The diagnostic/charging platform with self-testing mode automatically runs a one-minute self-test every 30 days and a 30-minute test on the sixth and twelfth month. A one-minute or 90-minute test may be initiated via the push to test switch on the unit or by activating the appropriate test command on the optional IR test device.

Electrical Specifications:

AC Only Red:
3.8 W (120 VAC), PF 0.96
3.8 W (277 VAC), PF 0.91
AC Only Green:
4.0 W (120 VAC), PF 0.95
4.0 W (277 VAC), PF 0.90
Self-Powered Red:
4.7 W (120 VAC), PF 0.95
4.8 W (277 VAC), PF 0.97
Self-Powered Green:
4.7 W (120 VAC), PF 0.95
4.7 W (277 VAC), PF 0.99

Code Compliance

UL 924 and UL wet/damp location listed. NFPA 101, NEC, BOCA, OSHA and IBC illumination standards. Meets ADA specifications for wall mounted lighting fixtures. IEC 61951-1 Life Testing (batteries). Certified to the California Energy Commission in accordance with California law. NEMA Premium certified.

Warranty

Five-year full electronics and five-year full plus five-year prorated battery warranty.

Job Information	Type:
Job Name:	
Cat. No.:	
Notes:	

PHILIPS
LIGHTOLIER

LWL2 Series

VANDAL-RESISTANT WET/DAMP LOCATION LED EXIT

Page 2 of 2

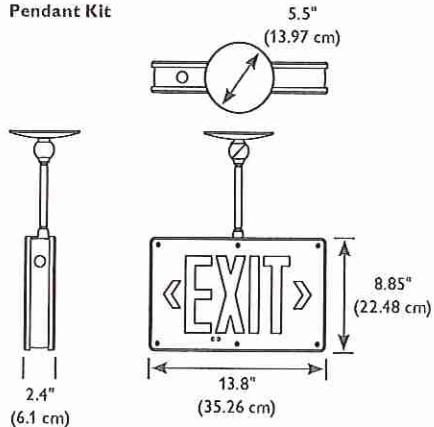
Ordering Information

LWL2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Series	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
LWL2 = Wet/ Damp Location LED Exit	A = AC Only N = Nickel Cadmium	1 = Single U = Universal Single/Double Face	R = Red G = Green	W = White Housing and White Stencil B = Black Housing and Black Stencil G = Gray Housing and Gray Stencil WA = White Housing and Brushed Aluminum Stencil BA = Black Housing and Brushed Aluminum Stencil GA = Gray Housing and Brushed Aluminum Stencil	Blank = AC Only SD2T = Self- Testing Diagnostic Electronics (required with nickel cadmium models)	A = Audible Diagnostics BF = Buzzer/Flasher (self-powered units only) BZ = DC Buzzer DC = 12-48 VDC Input (AC only models) EX = Special Input Transformer (consult factory) FA = 24 VDC Fire Alarm Interface FL = Emergency Flasher (self-powered units only) PM = Pendant Mount Only (must order pendant kit accessory) ² SW = Special Wording (consult factory) 2CKT1 = 120 VAC Two Circuit (AC only models) 2CKT2 = 277 VAC Two Circuit (AC only models)	<input type="checkbox"/>	<input type="checkbox"/>
Accessories (order as a separate item)	SDREMOTE = Infrared Remote Test Device							
TPKITB = Pendant Kit, 12" Stem, Black								
TPKITW = Pendant Kit, 12" Stem, White								

Note

- 1) Some options may impact UL listing. Consult factory for specifics.
- 2) Must specify "PM" option for compatibility with pendant kit.

Pendant Kit



Philips Lightolier
e: lol.webmaster@philips.com
t: (508) 679-8131
w: www.lightolier.com

LWL2 Series August 8, 2011

Specifications are subject to change without notice.
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Job Information

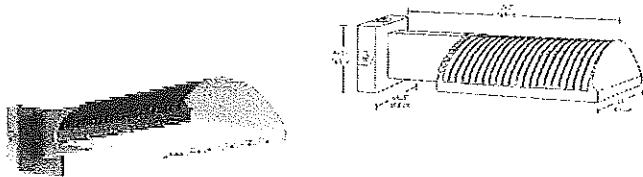
Type:

WPLED3T78

78 Watt LED Wallpack. Equivalent to 400W MH Wallpacks. 5 Year warranty

Color: Bronze

Weight: 34.8 lbs



LED Info

Watts:	78	Type:	Constant Current
Color Temp:	5100K (Cool)	120V:	0.78 A
Color Accuracy:	68	208V:	0.50 A
L70 Lifespan:	0	240V:	0.44 A
LM79 Lumens:	4,959	277V:	0.38 A
Efficacy:	54 LPW	Input Watts:	91W
		Efficiency:	86%

Driver Info

Technical Specifications

UL Listing:

Suitable for wet locations as a downlight.

Specification Grade Optics:

The Type III distribution is ideal for roadway, general parking, and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

Country of Origin :

Designed by RAB in New Jersey and assembled in the USA by IBEW Local 3

Buy American Act Compliant :

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods--Buy American Act-- Construction Materials (October 2010)

Trade Agreements Act Compliant :

This product is a COTS item manufactured in the United States, and is compliant with the Trade Agreements Act.

GSA Schedule :

This product is suitable for listing on the GSA Schedule of the US General Services in accordance with FAR Subpart 25.4

LEDs:

Six (6) multi-chip, 13W, high-output, long-life LEDs

Drivers:

Three drivers, constant current, Class 2, 100 - 277V, 50 - 60 Hz, 100 - 277VAC .04 Amps.

Fixture Efficacy:

55 Lumens per Watt

Ambient Temperature:

Suitable for use in 40C ambient temperatures.

Surge Protection:

6 KV

Cold Weather Starting:

The minimum starting temperature is -40F/-40C

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Housing:

Die cast aluminum housing, lens frame and mounting arm.

Color Stability:

RAB LEDs exceed industry standards for chromatic stability.

Color Accuracy:

68 CRI

Color Temperature (Nominal CCT):

5100K

Color Uniformity:

RAB's range of CCT (Correlated color temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2008.

Reflector:

Specular aluminum.

Gaskets:

High temperature silicone gaskets.



Tech Help Line: 888 RAB-1000

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Email: sales@rabweb.com

Note: Specifications are subject to change without notice

On the web at: www.rabweb.com

Page 1 of 2

WPLED3T78 - continued**Finish:**

Chip and fade resistant polyester powder coat finish.

Green Technology:

Mercury and UV free.

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Replacement:

The WPLED78 replaces 250W Metal Halide Wallpacks.

California Title 24:

WPLED78 complies with California Title 24 building and electrical codes.

Warranty:

LED fixtures give you peace of mind because both the fixture and driver components are backed by RAB's 5 Year Warranty. For more information,

Patents:

The WPLED design is protected by patents pending in the U.S., Canada, China, Taiwan and Mexico.

For use on LEED Buildings :

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction

Dark Sky Approved :

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.



Tech Help Line: 888 RAB-1000

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Email: sales@rabweb.com

Note: Specifications are subject to change without notice

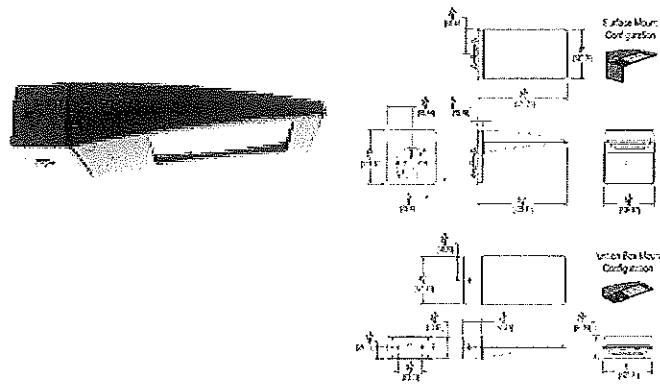
On the web at: www.rabweb.com

WPLED13

13 Watt high performance LED Wallpack with 5 conduit entry points. Equivalent to 150W MH. Includes both junction box and surface mount for recessed box. IESNA Full Cutoff, Fully shielded optics. Mount at 11-20'. 5 year warranty.

Color: Bronze

Weight: 3.3 lbs



LED Info

Watts:	13	Type:	Constant Current
Color Temp:	5000K (Cool)	120V:	0.13 A
Color Accuracy:	66	208V:	0.08 A
L70 Lifespan:	0	240V:	0.07 A
LM79 Lumens:	1,064	277V:	0.06 A
Efficacy:	71 LPW	Input Watts:	15W
		Efficiency:	87%

Driver Info

Technical Specifications

UL Listing:

Suitable for Wet Locations as a Downlight. Suitable for Damp Locations as an Uplight. Wall Mount only. Suitable for Mounting within 4ft. of ground.

Country of Origin:

Designed by RAB in New Jersey and assembled in Taiwan

Trade Agreements Act Compliant:

This product is a product of Taiwan and a "designated country" end product that complies with the Trade Agreements Act.

GSA Schedule:

This product is suitable for listing on the GSA Schedule of the US General Services in accordance with FAR Subpart 25.4

Cold Weather Starting:

The minimum starting temperature is -40F/-40C

Ambient Temperature:

Suitable for use in 50C (122F) ambient temperatures

Driver:

Multi-chip 13W high output long life LED Driver
Constant Current, Class 2 100V - 277V, 50/60 Hz

Surge Protection:

4kv

Color Temperature (Nominal CCT):

5000K

Fixture Efficacy:

71 Lumens per Watt

Color Accuracy:

66 CRI

Lumen Maintenance:

The LED will deliver 70% of its initial lumens at 50,000 hours of operation.

Finish:

Chip and fade resistant polyester powder coat finish.

Color Stability:

RAB LEDs exceed industry standards for chromatic stability.

Color Uniformity:

RAB's range of CCT (Correlated color temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2008.

Green Technology:

RAB LEDs are Mercury and UV free.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Patents:

The design of the LPACK is protected by U.S. Pat. D604,004 and patents pending in Canada, China and Taiwan.

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.



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Page 1 of 2

WPLED13 - continued**Gaskets:**

High Temperature Silicone

Warranty:

RAB LED fixtures give you peace of mind because both the fixture and driver components are backed by RAB's 5 Year Warranty. For more information,

Equivalency:

The WPLED13 is Equivalent in delivered lumens to a 100W Metal Halide Wallpack.

HID Replacement Range:

The WPLED13 can be used to replace 70-150W Metal Halide Wallpacks based on delivered lumens.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.



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Email: sales@rabweb.com

Note: Specifications are subject to change without notice

On the web at: www.rabweb.com



D-Series LED Parking Garage

DESIGNLIGHTS
CONSORTIUM

lighting
facts

Catalog
Number

Notes

Type

Light fixture dimensions and weight are approximate and subject to change.

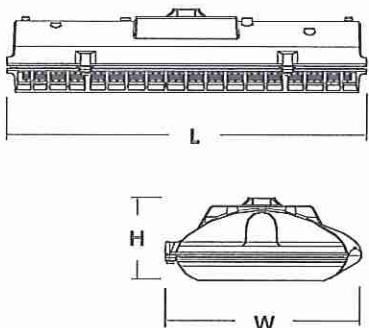
Specifications

Length: 17-3/4"
(45.1 cm)

Width: 8-1/2"
(21.6 cm)

Height: 3-7/16"
(8.7 cm)

Weight (max): 16 lbs
(7.3 kg)



Introduction

The D-Series LED Parking Garage luminaire provides energy savings of 64-85% when replacing 175W metal halide luminaires. With an expected service life of over 100,000 hours (10+ years of 24/7 operation), up to ten metal halide lamp changes are avoided over the life of the product. All of this adds up to quick paybacks and a very low total cost of ownership.

Five dedicated precision refractive optics allow the D-Series Parking Garage luminaire to meet the desired criteria for minimums, verticals and uniformity. Exceptional glare control is achieved while delivering the required vertical illumination.

Ordering Information

EXAMPLE: DSXPG LED 3 10B700/40K T5W MVOLT DWHXD

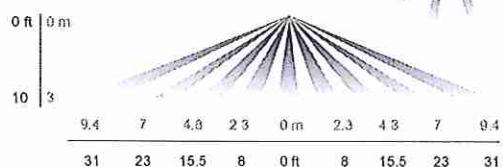
DSXPG LED

Series	Light Engines	Performance Package	Distribution	Voltage	Mounting	Options	Finish required
DSXPG LED	2 Two engines (20 LEDs)	350 mA options: 10B350/40K 4000K	TSE Type V, Entryway	MVOLT ¹	Shipped included (blank)	Shipped installed	DWHXD White
	3 Three engines (30 LEDs)	10B350/50K 5000K	TSM Type V, Medium	120 ¹	Pendant mount ³	DMG 0-10V dimming driver (no controls) ⁵	DNAXD Natural aluminum
		530 mA options: 10B530/40K 4000K	TSW Type V, Wide	208 ¹	SRM Surface mount	HS House-side shield (housing visor) ⁴	DDBXD Dark Bronze
		10B530/50K 5000K	TSR Type V, Rectangular	240 ¹		SF Single fuse (120, 277, 347V) ⁶	
		700 mA options: 10B700/40K 4000K	ASY Asymmetric	277 ¹	Shipped separately	DF Double fuse (208, 240, 490V) ⁶	
		10B700/50K 5000K		347 ²	YK Yoke/trunnion mount ⁴	PIR360SS Motion Sensor ⁷	
				480 ²			
						Shipped separately	
						SLVRD Pendant swivel cover for round or octagonal j-box	
						SLVSQ Pendant swivel cover for 4" square j-box	
						BDS Bird shroud ⁸	

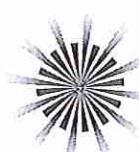
Motion Sensing

The motion sensor option (PIR360SS) has 360° of passive infrared sensing and adjustable bi-level dimming to save energy when occupancy is low.

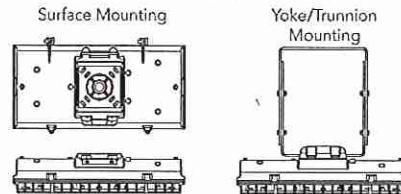
SIDE VIEW



TOP VIEW



Mounting Options



Accessories

Ordered and shipped separately.

- DSXPGYK DWHXD U Yoke/trunnion accessory, white (other finishes available)
- DSXPGH5 U House-side shield (1 per light engine)
- DSXPGBDS DWHXD U Bird shroud for pendant or yoke, white (other finishes available)
- DSXPGBDSSJ DWHXD U Bird shroud for SRM on surface J-box only, white (other finishes available)

NOTES

1 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options).

2 Available with 700mA options only.

3 Compatible with 3/4" NPT pendant stem, by others.

4 Also available as a separate accessory; see Accessories information at left.

5 Not available with 347 or 480V.

6 Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.

7 Must specify voltage. Not available with 208, 240, or 480V.

Performance Data

Lumen Output

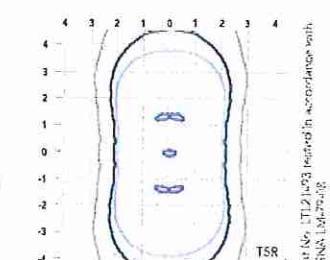
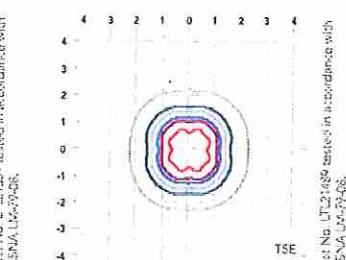
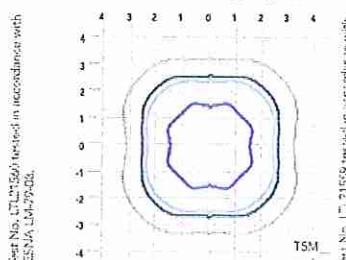
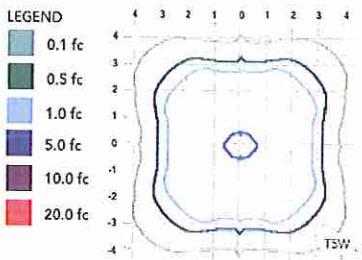
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application.

Light Engines	Drive Current (mA)	Performance Package	System Watts	Dist. Type	40K (4000K, 70 min. CRI)					50K (5000K, 65 min. CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
2 (20 LEDs)	350	108350/-K	25W	TSE	2347	1	1	0	94	2543	1	1	0	102
				TSW	2336	1	0	1	93	2531	2	0	1	101
				TSR	2339	2	1	1	94	2534	2	1	1	101
				ASY	2264	1	0	1	91	2452	1	0	1	93
				TSE	3255	2	1	0	88	3525	2	1	0	95
	530	108530/-K	37W	TSW	3240	2	0	1	88	3509	2	0	1	95
				TSR	3244	2	1	1	88	3513	3	1	1	95
				ASY	3139	1	0	1	85	3400	1	0	1	92
				TSE	4124	2	1	0	81	4467	2	1	0	88
				TSW	4105	2	0	1	80	4446	2	0	1	87
3 (30 LEDs)	700	108700/-K	51W	TSR	4110	3	1	1	81	4452	3	1	1	87
				ASY	3978	1	0	1	78	4303	1	0	1	84
				TSE	3452	2	1	0	59	3739	2	1	0	107
				TSW	3435	2	0	1	58	3721	2	0	1	106
				TSR	3440	2	1	1	58	3726	3	1	1	106
	350	108350/-K	35W	ASY	3493	3	1	3	58	3783	3	1	3	103
				TSE	3329	1	0	1	55	3606	1	0	1	103
				TSW	4785	2	1	0	90	5184	2	1	0	98
				TSR	4764	2	0	1	90	5160	3	0	1	97
				ASY	4769	3	1	1	90	5166	3	1	1	97
700	108700/-K	74W	53W	TSE	4843	3	1	3	91	5246	3	2	3	99
				TSW	4516	1	0	1	87	5000	1	0	1	94
				TSR	6064	2	1	0	82	6569	2	1	0	89
				ASY	6036	3	0	1	82	6538	3	0	1	88
				TSE	6043	3	1	1	82	6546	3	1	2	88
				TSW	6137	3	2	3	83	6647	3	2	3	90
				TSR	5849	1	0	2	79	6335	1	0	2	86

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Parking Garage homepage](#).

Isofootcandle plots for the DSXPG LED 3 10B700/40K. Distances are in units of mounting height (8').



FEATURES & SPECIFICATIONS

INTENDED USE

The energy savings, long life, and easy-to-install design of the D-Series LED Parking Garage luminaire make it the smart choice for commercial and municipal garage applications. It is designed to meet or exceed recommended illuminance criteria when installed as a direct replacement of most HID parking garage luminaires.

CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP66) and is suitable for hose-down.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

OPTICS

Precision-molded proprietary acrylic lenses provide five different photometric distributions tailored specifically to parking garage applications. Light engines are available in 4000K (70 min. CRI) or 5000K (65 min. CRI) configurations.

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient	Lumen Multiplier
0°C	1.02
10°C	1.01
20°C	1.00
25°C	1.00
30°C	1.00
40°C	0.99

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the DSXPG LED 3 10B700 platform in a 40°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.92	0.87

Electrical Load

Light Engines	Drive Current (mA)	System Watts	Current (A)				
			120	208	240	277	347
2	350	25W	0.23	0.14	0.12	0.10	0.08
	530	37W	0.34	0.20	0.17	0.15	0.12
	700	51W	0.47	0.27	0.24	0.21	0.16
3	350	35W	0.33	0.19	0.16	0.14	0.11
	530	53W	0.49	0.28	0.24	0.21	0.17
	700	74W	0.69	0.40	0.34	0.30	0.24

ELECTRICAL

Light engines consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L87/100,000 hrs at 40°C). Class 1 electronic driver has a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low for 120-277V operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Standard configuration accepts a rigid or free-swinging 3/4" NPT stem (by others) for pendant mounting. The surface mount option attaches to a 4x4" recessed or surface mount outlet box using a quick-mount kit (included); kit contains galvanized steel luminaire and outlet box plates and a full pad gasket. Kit has an integral mounting support that allows the luminaire to hinge down for easy electrical connections. Luminaire and plates are secured with set screws. Also available with a yoke/trunnion mount option with 3/4" NPT provision for flexible conduit entry (conduit by others); height can be adjusted from 10-18".

LISTINGS

CSA certified to U.S. and Canadian standards. Light engines and luminaire are IP66 rated. Rated for -40°C minimum ambient.

WARRANTY

Five year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_Conditions.aspx.

Note: Specifications subject to change without notice.



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Rev. 07/27/12

Agenda Item:

6A. Report on strategies to maximize parking amenities in the downtown area for retail customers and visitors. (staff)

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

SUBJECT: Report from city staff on strategies to maximize parking amenities in the downtown area for retail customers and visitors

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 5, 2012

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

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *WP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

Kerrville's downtown historic core area is extremely active during the early afternoon hours on business days (Monday through Friday). Readily available parking immediately in front of restaurants and shops during the peak business hours is limited and retailers are concerned that this places them at a competitive disadvantage. City staff is working with the Main Street Advisory Board and the Historic Downtown Business Alliance to discuss how parking within the area can be maximized.

This is a high priority topic that the Main Street Advisory Board is actively evaluating. The board will ultimately provide recommendations to the City Council on parking strategies for the historic downtown area. Strategies under consideration include peer-to-peer business relationships, marketing the downtown parking garage, and enforcement of parking restrictions.

Peer-to-Peer Business Relationships – business owners are working together to encourage long-term employee and owner parking in facilities other than those immediately in front of the business establishments. These alternative areas include the Windstream parking lot where parking stalls can be leased and the parking garage. This would preserve the prime spaces for shoppers and visitors. It is recognized that spaces immediately in front of the stores and shops may be needed for short periods of time for loading and unloading.

Marketing the Downtown Parking Garage – the city and the downtown business community should work together to let people know that there is a free public amenity.

This free amenity does not have a time limit and offers covered parking. One major concern is that customers will refuse to use the parking garage. However, if employees and owners take advantage of the lot there will be significantly more space available for customers and visitors.

Enforcement of Parking Restrictions – one primary concern is that an enforcement mechanism will be required to ensure compliance. However, this is a tool that should be employed carefully and strategically so as not to provide a disincentive for customers and visitors to park downtown. Furthermore, this is a very labor-intensive effort that is very costly to implement. City staff will recommend that some sort of metering system be implemented to ensure fairness, consistency and accuracy. The Police Department is evaluating some of the newest trends in metering parking lots that can be efficient for both the customer and the city.

The existing parking time limit also needs to be evaluated. The Historic Downtown Business Alliance has requested that the city consider establishing a 3-hour parking limit and to increase the penalties for parking violations. City staff has not been enforcing the parking time limit downtown due to a lack of manpower in the Police Department and the fact that the department's highest have been patrol and traffic enforcement.

RECOMMENDED ACTION

City staff recommends that staff be authorized to continue working with the Main Street Advisory Board on this issue and to request a report from the board within the next 90 days.

Agenda Item:

6B. Report on Kerr Economic Development Corporation activities.
(Councilmember Conklin)

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

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

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 3, 2012

SUBMITTED BY: Carson Conklin
Councilmember,
Place 1

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

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

Agenda Item:

6C. Water resources report. (staff)

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

SUBJECT: Water Resources Report

FOR AGENDA OF: 10/9/12

DATE SUBMITTED: 9/28/12

SUBMITTED BY: Charlie Hastings *CH* CLEARANCES: Todd Parton
Public Works Director City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *MP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

Information and discussion.

Agenda Item:

6D. River trail update. (staff)

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

SUBJECT: River Trail Status Monthly Report

FOR AGENDA OF: October 9, 2012 **DATE SUBMITTED:** October 10, 2012

SUBMITTED BY: Malcolm Matthews **CLEARANCES:** Kristine Ondrias

EXHIBITS: Monthly Report

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *MP*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Monthly Report to the City Council on the status of the River Trail project.

RECOMMENDED ACTION

No action required.

Monthly Status Report

River Trail/Parks Project

October 2012

4B Funds

\$6,000,000 (River Trail Project)
\$2,000,000 (Louise Hays and Lehmann & Monroe Parks Project Renovation)

Status Report Kerrville River Trail

Package A

SCOPE

Package A extends from a new trailhead at the Riverside Nature Center parking lot, along the west property line of the RNC, down to the river's edge, under the Lemos St. Bridge, construction of a trail bridge across the river, through Tranquility Island, to the west end of the parking area in Louise Hays Park. The 10' wide trail will be constructed of concrete, except for the segment that runs along the RNC western property line. *Total trail length: 0.6 miles*

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, and signage. [Note: additional amenities, such as trail entries, kiosks, and interpretive signage, will be added, once designed.]

PHASING				
	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from RNC lease renewal to RNC of CoK property	complete (6/12; 9/12) complete (6/12)	RNC to provide easement to City City to provide lease to RNC	requires RNC approval requires City Council approval
	approval from TxDOT and GLO for use of state property	complete (5/12)	TxDOT approval of plans and Const./Maint. Agreement	SA office approval; include in MMA
	construction easements, if needed	NA	NA	NA
Property Survey	M&B and Topo surveys	complete (3/12)	identify property boundary and grades	
Misc. Reports/Permits	LOMR	upon const. completion	flood level impact, if any	submittal to FEMA
	TPWD (land & water permit)	complete (5/12)	coffer dam - bridge construction review	review by TPWD
	USACE	complete (5/12)	involves jurisdictional waters of the US	no USACE individual permit required
Design	contract – Hewitt Engineering	complete (12/11)	define gradients and layout	
Routing	location of trail	complete (12/11)	all project elements	
Preliminary Design	schematic plans; prelim. costs	50% review – complete (12/11) 75% review – complete (1/12) 90% review – complete (2/12)	all project elements all project elements all project elements	
Construction Drawings	final plans/specs/costs/ documents	complete (3/12)	all project elements	
Bidding/Contracts	secure contractor	bid (3/12); awarded (5/12) to Westar Construction	bid process, contract prep	project delay, bid cost, permit approvals, etc.
Construction	build project	start (5/12); 70% complete; completion (11/12)	sequencing of work	typical delays/field alterations; considering adding amenities to project

FUNDING - BUDGET						
		Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
G.O. bonds (2002)	\$500,000					
Park Dedication Funds	<u>25,000</u>	2002 bonds	\$147,112 [includes completion of the River Trail Master Plan and survey work]	\$377,888 \$667,427 plus 10% contingency \$735,000	Construction bid: 2002 bonds 2011 bonds (\$357,112 (includes contingency)	
COs (4B)						

Status Report Kerrville River Trail

Package B and Parks Project

SCOPE

Package B and Parks Project connects to Package A at the west end of the Louise Hays Park parking lot, through Louise Hays Park and Lehmann & Monroe Park, to G St. r.o.w. The 10' wide trail will be constructed of concrete. This Package will be coordinated with the Jefferson Wastewater Project and Water transmission Line Project, both slated for completion in the first half of 2013. This Package will include the entire scope of work for the Louise Hays Park/Lehmann & Monroe Park Project, as funded by 4B. Total trail length: 1 mile

Amenities

Trail - trailheads with lighting, observation areas, seating areas, bridging, drainage, signage, trail entries, kiosks, and interpretive signage.
Parks - park amenities, amphitheater/stage, playground/sprayground, picnic areas, group pavilion upgrades, river access, restrooms, parking, lighting, utilities, landscaping, and signage.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easements to CoK from property owners	complete by 3/31/13	CoK to secure easements from property owners; title work and surveys	requires property owner approval, purchase, or other
construction easements, if needed	construction easements, if needed	complete by 3/31/13	determine need by 11/30/12	requires property owner approval
Property Survey	M&B and Topo surveys	M&B – complete (9/12) Topo - partially complete	identify property boundary and grades	
Misc. Reports/Permits	LOMR TPWD (land & water permit) GLO (state property use)	upon const. completion 5/1/13, if needed 5/1/13, if needed	flood impact, if any environmental impact to state waters routing preference	may require submittal to FEMA review by TPWD approval by State, if needed
Design	-Trail Routing Options - Half team	complete (6/12)	define route options w/ costs	complete (6/12)
Preliminary Design	-Final Design Contract – Half Team schematic plan with amenities; prelim. costs	complete by 12/1/12 50% review – (partially complete) 75% review – 90% review –	all remaining design phases all project elements all project elements all project elements	requires Council approval coord. with utilities projects
Construction Drawings	final plans/specs/costs/ documents	complete by mid 2013	all project elements	project delay assoc. with approvals
Bidding/Contracts	secure contractor	mid 2013	bid process, contract prep	project delay, bid cost, etc.
Construction	build project	start late 2013	sequencing of work	typical delays/field alterations

FUNDING - BUDGET			
	Allocation	Expended - Encumbered	Balance
COs (4B) - River Trail	\$1,000,000		
COs (4B) - LHP/LMP Project	\$2,000,000		

Status Report Kerrville River Trail

Package C and D

SCOPE

Package C and D extends from a new trailhead at the Knapp Crossing Boat Ramp parking lot, runs adjacent to the river, ties into the Guadalupe St. r.o.w. (Package D) extends to Guadalupe Park and connects to Package A (Package C). The 10' wide trail will be constructed of concrete. TBD - this package's design/construction expected to be integrated with private sector improvements. Total trail length: 1.6 miles

Amenities

Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, interpretive signage, and private improvement interface.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from property owners	TBD	CoK to secure easements from property owners	requires property owner approval, purchase, or other; may require KSH property
	construction easements, if needed	TBD	TBD	requires property owner approval
Property Survey	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
Misc. Reports/Permits	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		environmental impact to state waters	review by TPWD
Design	TBD	(partially complete)		waiting for private development
Routing	location of trail	(partially complete)	define gradients and layout	" " "
Preliminary Design	schematic plan with amenities; prelim. costs	50% review – 75% review –	all project elements	" " "
		90% review –	all project elements	" " "
Construction Drawings	final plans/specs/costs/documents	TBD	all project elements	" " "
Bidding/Contracts	secure contractor	TBD	bid process, contract prep	" " "
Construction	build project	TBD	sequencing of work	" " "

FUNDING - BUDGET	Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COs (4B)					

Status Report Kerrville River Trail

Package E

SCOPE	Package E extends from west terminus of trail on Junction Hwy along the river's edge, connect to a new trailhead at the Cypress Boat Ramp parking lot, to the trailhead at the Knapp Crossing trailhead. The 10' wide trail will be constructed of concrete. <i>Total trail length: up to 1 mile</i>
Amenities	Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, and interpretive signage.

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to Cok from property owners	TBD	Cok to secure easements from property owners	requires property owner approval, purchase, or other
	construction easements, if needed	TBD	TBD	requires property owner approval
Property Survey	M&B and Topo surveys	(partially complete)	identify property boundary and grades	
Misc. Reports/Permits	LOMR		flood impact, if any	may require submittal to FEMA
	TPWD (land & water permit)		environmental impact to state waters	review by TPWD
Design	TBD			waiting for private development
Preliminary Design	schematic plan with amenities; prelim. costs	50% review – (partially complete) 75% review – 90% review –	all project elements all project elements all project elements	" " " "
Construction Drawings	final plans/specs/costs/documents	TBD	all project elements	" " " "
Bidding/Contracts	secure contractor	TBD	bid process, contract prep	" " " "
Construction	build project	TBD	sequencing of work	" " " "

FUNDING - BUDGET	Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COS (4B)					

Status Report Kerrville River Trail

Package F

SCOPE			
Package F extends from G St. (Package B terminus) along the river to near Kerrville Schreiner Park. The 10' wide trail will be constructed of concrete. Consultant team scope will include design details/criteria used throughout the River Trail Project, including Package A. Total trail length: up to 2 miles			
Amenities			
Trailheads with lighting, observation areas, seating areas, trail bridge, drainage, signage, trail entries, kiosks, and interpretive signage.			

PHASING	Action Item	Schedule (Status)	Task/Issues	Comments/Risks
Recreation easements or Property Agreements	easement to CoK from property owners	complete by 3/31/13	CoK to secure easements from property owners	requires property owner approval, purchase, or other
construction easements, if needed	complete by 3/31/13	determine need by 11/30/12	requires property owner approval	
Property Survey	M&B and Topo surveys	M&B - complete (9/12)	identify property boundary and grades	coord. w/ utilities projects
Misc. Reports/Permits	LOMR		flood impact, if any	may require submittal to FEMA
TPWD (land & water permit)			environmental impact to state waters	
Design	-Trail Confirmation - Terra Design Group (TDG) team	complete (6/12)	define route options w/ costs	complete (6/12)
Preliminary Design	-Final Design Contract – TDG Team schematic plans with amenities; prelim. costs	negotiate by 1/1/13	all remaining design phases	requires Council approval coord. with utilities projects
Construction Drawings	final plans/specs/costs/ documents	complete by mid 2013	all project elements	all project elements
Bidding/Contracts	secure contractor	mid 2013	all project elements	all project elements
Construction	build project	late 2013	bid process, contract prep	project delay assoc. with approvals project delay, bid cost, etc.
			sequencing of work	typical delays/field alterations

FUNDING - BUDGET	Allocation	Expended - Encumbered	Balance	Cost Est. for Package	Needed to Complete Package
COs (4B)	\$2,000,000				

Other Services to be Evaluated

Required reporting and permitting may dictate additional professional services or consolidation of services assigned to the design teams. These include, but are not limited to, the following.

1. Floodplain/Floodway Impact, Hydraulic Analysis, Section 404 – Clean Water Act submittals (Corps of Engineers), and Flood Insurance Rate Map/ Letter of Map Revision preparation and submittal (CoK, FEMA) may be best completed by one firm in order to comprehensively address the issues and data collection/reporting. This could avoid multiple submittals (costs) and reduce mistakes and need for resubmittals. We will make a determination on this approach in the near future.
2. Archeological and Environmental Surveys and Section 404 review will need to be completed in areas where sensitive site conditions are probable. We anticipate no extreme findings in the initial surveys/reports; however, if further study is required by state or federal agencies, those services will require amendments to the consultant contracts.
3. TDLR permitting for ADA compliance, CoK building permits, Texas Historical Commission plan review, any other city or state agency submittals, will best be submitted by each of the design teams at the time of plan completion. This keeps regulation compliance with the design teams.

Agenda Item:

6E. Economic update. (staff)

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: October 9, 2012 DATE SUBMITTED: September 26, 2012

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

EXHIBITS: Economic Update

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

CITY OF KERRVILLE
ECONOMIC UPDATE AS OF SEPTEMBER 30, 2012

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	8.10%	8.30%	9.10%	↓	August
Consumer Confidence	70.3	61.3	46.4	↑	September
1 year T-Bills	0.17%	0.16%	0.12%	↑	9/28/12
State					
Monthly Unemployment	7.00%	7.50%	8.20%	↓	August
Monthly Sales Tax	\$2,341.7m	\$2,047.3m	\$1,976.8m	↑	August
Local					
Monthly Unemployment (Kerr Co.)	5.90%	6.20%	6.70%	↓	August
Median Listing Price	\$223,000	\$220,000	\$219,000	↑	9/1/12
Monthly Sales Tax	\$407,025	\$478,070	\$358,320	↓	September
Monthly EIC Tax	\$203,486	\$239,007	\$179,133	↓	September
Monthly HOT	\$70,705	\$91,674	\$61,806	↓	September
	FY12 Budget	FY12 as of 9/30/2012	FY12 % Received	FY11 as of 9/30/2011	FY11 % Received
General Fund					
Tax Revenue	\$14,501,600	\$15,069,563	103.92%	\$14,869,309	101.52%
Property Tax	\$7,900,000	\$8,176,300	103.50%	\$8,083,139	99.79%
Sales Tax	\$4,550,000	\$5,091,245	111.90%	\$4,709,471	104.65%
Permits & Fees	\$323,980	\$319,150	98.51%	\$354,017	87.97%
Intergovernmental	\$1,173,000	\$1,178,804	100.49%	\$743,895	105.22%
Service Revenues	\$2,571,246	\$2,458,613	95.62%	\$2,444,017	94.79%
Grant Revenue	\$26,500	\$27,359	103.24%	\$27,515	121.90%
Fines & Forfeitures	\$488,310	\$461,225	94.45%	\$588,513	123.19%
Interest & Misc.	\$380,517	\$259,738	68.26%	\$324,227	137.75%
Transfers In	\$1,267,570	\$1,283,299	101.24%	\$1,066,408	106.64%
Total General Fund	\$20,732,723	\$21,057,752	101.57%	\$20,417,900	101.73%
Total General Fund Expenditures	\$20,348,548	\$18,808,906	92.43%	\$19,802,233	98.66%
Water/Sewer Fund					
Water Sales	\$4,404,842	\$4,756,199	107.98%	\$5,245,962	119.23%
Sewer Sales	\$3,746,176	\$3,625,611	96.78%	\$3,669,951	97.61%
Other Revenue	\$735,226	\$750,080	102.02%	\$970,633	124.10%
Total Water & Sewer Fund	\$8,886,244	\$9,131,891	102.76%	\$9,886,547	110.56%
Total W&S Fund Expenditures	\$10,562,590	\$9,767,287	92.47%	\$8,614,799	95.11%
Expenditures less \$1,750,000 transfer		\$8,017,287			