

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, FEBRUARY 12, 2013, 5:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, FEBRUARY 12, 2013, 5:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Father Tom Murray, of St. Peters Episcopal Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Jerry Lane, 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 City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the city secretary. City Council may not discuss or take any action on an item but may place the issue on a future agenda. The number of speakers will be limited to the first ten speakers and each speaker is limited to four minutes.

2. RECOGNITION AND COMMENDATIONS

2A. Proclamation declaring February 13, 2013 as "National Salute to Veteran Patients Day." (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. Minutes of the regular meetings held on November 27, and December 11, 2012. (staff)

3B. Call to artists for art in public places project. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 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, February 8, 2013 at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

3C. Amendment to a professional services agreement with Freese and Nichols, Inc. to provide professional engineering design and construction administration services for the Jefferson lift station force and gravity main—phase 1, Ridgewood transmission line—phase 1, and a required archeological survey provided by Prewitt and Associates in an amount not to exceed \$103,869.00. (staff)

3D. Request for proposals for a formal classification and compensation study, with health and fringe benefits as an add-alternate. (staff)

3E. Professional services agreement with Freese and Nichols, Inc. to provide professional engineering design services for design of the Riverhill/Ridgewood storage tank transmission line in an amount not to exceed \$210,733.00. (staff)

3F. A Resolution supporting the application of Communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs. (staff)

3G. A Resolution ordering that a general election be held on May 11, 2013, for the election of two city councilmembers; appointing election judges; adopting an electronic counting system; establishing a central counting station; appointing a central counting station manager; appointing a tabulation supervisor; appointing the central counting station presiding judge; and authorizing the early processing of ballots. (staff)

3G. UNA RESOLUCIÓN QUE PIDE QUE UNA ELECCIÓN GENERAL SE LLEVE A CABO EL 11 DE MAYO DE 2013, PARA LA ELECCIÓN DE UNO ALCALDE, DOS MIEMBROS DEL AYUNTAMIENTO DE LA CIUDAD: NOMBRAR UN GERENTE PÚBLICO PARA LA ESTACIÓN DE CUENTAS CENTRAL: NOMBRAR UN SUPERVISOR DE LA TABULACIÓN: ESTABLECER LA ESTACIÓN DE CUENTAS CENTRAL: NOMBRAR UN SUPERVISOR DE TABULACIÓN: ESTABLECER LA ESTACIÓN CENTRAL DE CUENTAS: NOMBRANDO SU JUEZ: AUTORIZANDO EL PROCESO TEMPRANO DE LAS BALOTAS DE LA ELECCIÓN GENERAL, QUE SE LLEVARÁ A CABO EL 11 DE MAYO DE 2013. (staff)

END OF CONSENT AGENDA

4. ORDINANCE, FIRST READING:

4A. An Ordinance amending the budget for Fiscal Year 2013 to account for various changes to the city's operational budgets, supplemental appropriations, and closing out and supplementing capital improvement projects. (staff)

The facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1117 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, February 8, 2013 at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Construction contract with JM Lowe and Company for the construction of the Scott Schreiner Municipal Golf Course pavilion and parking lot improvements project in the amount of \$328,150.00 and additional change orders which may exceed \$50,000.00 but not exceed the total amount of \$393,750.00. (staff)

5B. Appeal by a citizen requesting a waiver of the perimeter sidewalk construction for property located along the north side of State Highway 173 and being generally located across the highway from the Riverhill subdivision. (staff)

6. INFORMATION AND DISCUSSION

6A. Budget/Economic Update. (staff)

6B. Water resources report. (staff)

7. ITEMS FOR FUTURE AGENDAS

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

9. EXECUTIVE SESSION:

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

Sections 551.071 and 551.072:

Discuss the purchase, exchange, lease, sale, or value of real property, the public

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, February 8, 2013 at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

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, February 8, 2013 at 2:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Proclamation declaring February 13, 2013 as "National Salute to Veteran Patients Day." (Mayor Pratt)



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • 830.257.8000 • KERRVILLETX.GOV

PROCLAMATION

- WHEREAS,** The National Salute to Veteran Patients Week is an official Veterans Affairs program that is celebrated at Veterans Affairs medical centers across the country; and
- WHEREAS,** Since 1978, the National Salute to Veteran Patients Week has presented Americans another opportunity to thank veterans and to those who give them care; and
- WHEREAS,** The purpose of the national salute is three fold: to pay tribute and express appreciation to veterans, to increase community awareness of the role of VA medical centers, and to encourage citizens to visit hospitalized veterans and become involved as volunteers, and
- WHEREAS,** Through war and peace, valiant Americans have answered the call to duty with honor and dignity. These brave men and women made the ultimate sacrifice for our benefit and citizens of the United States will forever owe an immense debt of gratitude to our Veterans for the sacrifices they have made to secure the safety of our country; and
- WHEREAS,** The selflessness of our service members is unmatched, and they remind us that there are few things more fundamentally American than doing our utmost to make a difference in the lives of others,

NOW THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, call on all citizens of Kerrville to join me in recognizing Wednesday, February 13, 2013

“National Salute to Veteran Patients Day”

And thereby honor those who served and sacrificed for freedom. I encourage all citizens to visit VA Medical Centers to recognize and thank our service members for their endless contributions and sacrifices they have made to the cause of peace and freedom around the world.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed hereto, the _____ day of _____, 2013

Jack Pratt, Jr., Mayor

Agenda Item:

3A. Minutes of the regular meetings held on November 27, and December 11, 2012. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
NOVEMBER 27, 2012

On November 27, 2012, the Kerrville City Council meeting was called to order by Mayor Pratt in the city hall council chambers at 701 Main Street at 6:00 p.m. The invocation was offered by Lainie Johnson, Director of the Pregnancy Resource Center, followed by the Pledge of Allegiance led by Cadet Colonel Rebecca Hatcher of the Kerrville Tivy High School 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
Kristine Ondrias	Assistant City Manager
Cheryl Brown	Deputy City Secretary
Charvy Tork	Director of Information Technology Systems
Mike Erwin	Director of Finance
Charlie Hastings	Director of Public Works
Kim Meismer	Director of General Operations
Jason Lutz	City Planner
Malcolm Matthews	Director of Parks and Recreation

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

1. **VISITORS/CITIZENS FORUM** The following persons spoke:
 - 1A. Jessica Robinson invited the public to attend the Gates of the City Church's live nativity scene on December 2, 2012.
 - 1B. William Spencer Hart opined that one councilmember had a conflict of interest as a property owner with regard to the river trail. Mr. Hayes stated that Mrs. Keeble had filed a conflict of interest affidavit regarding the river trail project, and she had abstained from voting on any item regarding the property to which Mr. Hart was referring.
2. **CONSENT AGENDA:** No items.
3. **ORDINANCE, FIRST READING:**
An Ordinance amending Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of

the City of Kerrville, Texas, by amending various sections to adopt operating hours for the river trail; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject. Mayor Pratt read the Ordinance by title only.

Mr. Matthews reviewed changes to the rules and procedures, e.g.: the River Trail opening during daylight hours only; no vehicle access; no skateboarding; and overnight camping, smoking and drinking would be prohibited on the river trail. Citizens would be responsible for disposing of their pets' waste. The city had applied for a grant from the Upper Guadalupe River Authority to install pet waste stations.

Mr. Hayes recommended that Council approve the ordinance on first reading, contingent upon the minor revisions discussed.

Mr. Conklin moved that the Council approve the ordinance on first reading contingent upon the revisions Mr. Hayes referenced. Mr. MacDonald seconded, and the motion passed 5-0.

4. ORDINANCE SECOND AND FINAL READING:

4A. Ordinance No. 2012-12 amending Chapter 1 "General Provisions," of the Code of Ordinances of the City of Kerrville, Texas; by deleting Sections 1-7 and 1-8 and adopting a new Section 1-7 as a general penalty provision to clarify the application of penalties and to provide that a culpable mental state is not necessary for prosecution under certain circumstances; containing a cumulative clause; containing a savings and severability clause; providing for an effective date; ordering publication; and providing other matters related thereto.

Mayor Pratt read the ordinance by title only.

Mr. Hayes discussed the meaning of a culpable mental state, and noted that no changes had been made to the ordinance since the first reading.

Mrs. Keeble moved that Council approve Ordinance No. 2012-12 on the second and final reading. Mr. Allen seconded and the motion passed 5-0.

5. PUBLIC HEARING AND CONSIDERATION:

5A. Resolution No. 44-2012 Granting a Conditional Use Permit for an approximate 0.38 acre tract of land, being the remainder portions of lots 14, 15, 16, 17, and 18, block 6 of Section B of Westland Place, a subdivision within the City of Kerrville, Texas, otherwise known as 320 Junction Highway (State Highway 27), and located within Zoning District W-10; by permitting said property to expand the area in which it has a non-conforming use resulting from the construction of a larger building; and making said permit subject to certain conditions and restrictions contained herein. Mayor Pratt read the resolution by title only.

Mr. Lutz noted the planning and zoning commission approved the conditional use permit unanimously on November 15, 2012, that would allow the expansion of

the non-conforming use of fuel sales.

The public hearing was opened at 6:23 p.m. and the following person spoke:

1. Terry Maxey, with Maxey Energy, proposed to open a convenience store and continue fuel sales operation on the property.

The public hearing was closed at 6:25 p.m.

Mr. MacDonald moved to approve Resolution No. 44-2012; Mr. Allen seconded and the motion passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Request by the City of Ingram to expand the service area designated by the Wholesale Wastewater Agreement between the City of Kerrville and the City of Ingram.

Mr. Hastings discussed the 40 year wholesale agreement between the City of Ingram and the City of Kerrville, which was initiated in 2005; the agreement also had an option to renew by mutual agreement for an additional 40 years. The City of Ingram's line had the capacity to serve up to 425,000 gallons per day at peak limit. The peak delivery in 2012 was 28,000 in one day with 300 living unit equivalents connected to their system. The City of Ingram planned to expand their service area by 200 living unit equivalents at the intersection of Goat Creek Cut Off Road and Junction Highway, bringing the total to 500 living unit equivalents to be in service in 2014. Ultimately, in the year 2032, the City of Ingram planned to have 1,590 living unit equivalents. The proportional impact of Ingram's proposed wastewater expansion area was calculated to be approximately \$7,643,000 to the City of Kerrville's capital improvement plan. The current agreement specified the necessity for Ingram to notify Kerrville in writing of any expansion plans, and the two cities would negotiate an agreement regarding the expansion. He recommended that the City of Kerrville enter into negotiations with the City of Ingram concerning their proposed expansion, and bring a recommendation back to Council when the negotiations were concluded.

Mr. Parton stated that staff would negotiate 1) The proposed wastewater service area extension; and 2) a modification to the current agreement to accommodate the 2032 plan. He stated that the City of Kerrville would require payment from the City of Ingram upon implementation of each phase of the project, and not require funding for the entire project before work began; however, the City of Kerrville would request the City of Ingram have a funding plan in place, i.e. bond sale or cash reserves to cover the cost of the extension.

Mr. Allen moved to approve item 6A as presented, and to authorize City staff to act on behalf of the City of Kerrville in negotiating the agreement. Mr. Conklin seconded, and the motion passed 5-0.

6B. Establishing Charter Review Committee and approving charge and schedule.

Mr. Hayes noted the City Charter required a charter review every 5 years. He

reviewed the proposed charge and schedule, and noted, if the Council wanted the charter amendments on the May, 2013 ballot, a review commission should be appointed soon.

The consensus of the council was to proceed with appointment of members at the next meeting with the goal of placing amendments on the May 2013 ballot; however, if the commission did not complete its review by that time, it should report its recommended amendments to the city council

7. INFORMATION AND DISCUSSION

7A. Budget/Economic Update.

Mr. Erwin reported that sales tax increased approximately 3% from November 2011.

7B. Report on Kerrville Economic Development Corporation activities.

Mr. Conklin reported on KEDC's recent contacts with a manufacturing company, a pizza manufacturing company, and a trucking company. He also reported that Fox Tank had decided to move ahead with the manufacture of oil field storage tanks and possibly discontinue manufacturing fiberglass tanks.

7C. River Trail and Parks Projects Monthly Status Report.

Mr. Matthews reported that Package A grand opening would be on December 15, 2012. The next phases involving Louise Hays Park and G Street would begin after the utility projects in the park.

8. BOARD APPOINTMENTS:

8A. Appointments to the Kerrville Beautification Advisory Board.

This item was deferred to the next meeting.

9. ITEMS FOR FUTURE AGENDAS: None

10. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- On Friday December 29, 2012 the downtown merchants would be participating in the "Downtown Stroll," and the public was invited to attend.
- The Rotary Club obtained a 30 foot Christmas tree, to be placed on the courthouse square during the holiday season.
- Citizens were encouraged to use local merchants for their holiday shopping.

11: EXECUTIVE SESSION:

At 6:54 p.m., Mr. MacDonald moved to adjourn the regular session and go into executive closed session under Sections 551.071, and 551.072, of the Texas Government Code; the motion was seconded by Mr. Conklin and passed 5-0 to discuss the following matters:

Section 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; and
- the River Trail project.

At 6:54 p.m. p.m. the regular meeting recessed and council went into executive closed session at 6:55 p.m. At 7:15 p.m. the executive closed session recessed and council returned to open session at 7:17 p.m.

The mayor announced that no action had been taken in executive session.

10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION: None

ADJOURNMENT. The meeting adjourned at 7:18 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Cheryl Brown, Deputy City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
DECEMBER 11, 2012

On December 11, 2012, the Kerrville City Council meeting was called to order by Mayor Pratt in the city hall council chambers at 701 Main Street. The invocation was offered by Public Works Director Charlie Hastings, followed by the Pledge of Allegiance led by Fire Chief Robert Ojeda.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
------------	---------------

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Charvy Tork	Director of Information Technology Systems
Robert Ojeda	Fire Chief
Kim Meisner	Director of General Operations
Charlie Hastings	Director of Public Works
Malcolm Matthews	Director of Parks and Recreation
Sai Vongchampa	Budgeting and Purchasing Manager
Laura Bechtel	Library Director

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

1. VISITORS/CITIZENS FORUM The following persons spoke:

1A. Bill Rector noted that local football player Johnny Manziel received the Heisman Trophy and he suggested the city recognize him in some manner, such as a key to the city.

1B. David McElvain asked that council consider an amendment to the pending parks and recreation rules and regulations (3A) that would allow landowners on which the trail was located to cross the river trail after hours to access their property.

2. CONSENT AGENDA:

Mayor Pratt removed item 2D from the consent agenda.

Mr. Conklin moved for approval of items 2A, 2B, 2C, and 2E; Mr. MacDonald seconded the motion and it passed 4-0:

2A. Resolution No. 42-2012 authorizing publication of notice of intention to issue certificates of obligation in the maximum aggregate principal amount of \$10,000,000 for the purpose of financing waterworks and sewer system improvements.

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

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

2E. Resolution No. 43-2012 adopting a criminal trespass policy for city-owned property.

END OF CONSENT AGENDA

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

Mr. Conklin moved to approve the agreement as presented; the motion was seconded by Ms. Keeble and passed 4-0.

3. ORDINANCE, SECOND AND FINAL READING:

3A. Ordinance No. 2012-14 amending Chapter 74 "Parks and Recreation", Article I "Rules and Regulations for City Park and Recreation Areas" of the Code of Ordinances of the City of Kerrville, Texas, by amending various sections to adopt operating hours for the river trail; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to the subject. Mayor Pratt read the ordinance by title only. Mr. Matthews reviewed minor changes that had been made as discussed during first reading; however, there were no changes to the intent of the ordinance. He noted that the ordinance as revised would allow access to the property owners; the intent of the city was clear to allow property owners access to their property at all times. Mr. Hayes noted Section 74-5, opening and closing hours, stated "it was unlawful for any unauthorized person to remain on or enter the river trail" during non-open hours; clearly, the property owner was considered to be an authorized person. Mr. Matthews noted the dedication and opening would be held at 10:00 a.m. December 15.

Mr. MacDonald moved for approval of Ordinance No. 2012-14, as presented, on second and final reading; Mr. Conklin seconded the motion and it passed 4-0.

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Resolution No. 41-2012 approving a drainage project at the Kerrville-Kerr County Airport, authorizing the joint airport board for the Kerrville-Kerr County Airport authorizing the Joint Airport Board for the Kerrville-Kerr County Airport to apply for financial assistance necessary for the project, and designating the airport manager to act as the project representative for the project.

Bruce McKenzie, airport manager, noted TxDOT and FAA had concerns about a drainage ditch located within the 250 foot runway safety area. Wellborn Engineering developed a plan, which had been approved by FAA, to relocate the ditch under Al Mooney Road and drain into Silver Creek. Al Mooney Road would

be closed for about two days to put in the culverts, and the project cost would be \$50,000, of which the city's portion would be \$2,500.

Stephen King, chairman of the airport board, noted that TxDOT required the following documents before this project could be funded by a 90/10 grant: resolution to approve and fund the project, certification of project funds, and designation of sponsor's authorized representative. The airport board voted to pay the local match out of airport reserve funds; therefore, the city would not pay the \$2,500. After TxDOT approves the project, the board will bid construction of the culvert, and the city and county will provide in kind services; the county will provide moving and excavation services, and the city will pave a 20' x20' area.

Mr. MacDonald moved for approval of Resolution No. 41-2012; Mr. Conklin seconded the motion and it passed 4-0.

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

Mr. Parton noted per council's previous direction, staff created a fee schedule for county residents to pay for library use in order to recoup some of the cost to operate the library since the county did not allocate any funding for FY2012. The library advisory board voted 4-1 to set the annual fees at: \$35.00 books only, \$35.00 computer use only, or \$65.00 full membership; or a monthly membership fee of \$8.00. If approved, staff will provide notice to patrons that their cards were being terminated, and effective February 1, 2013, they had the opportunity to have a new card issued to them upon payment of the membership fee option selected.

Council also discussed the following:

- Disappointment that providing free library services to its citizens was not a priority for county commissioners.
- The city council had a fiduciary responsible to the citizens of Kerrville and could not fund services to others free of charge.
- Over 40% of the library use was from county residents who do not provide any funds into the operation of the library. Based on the annual library budget, city citizens were paying \$139 for library services; a \$65 annual fee per household for full library services for county residents was a fair fee.
- There was not a "free library"; somebody had to pay the cost to operate and maintain the library.
- Cards could be provided to those who volunteer or donate to the library.

Mr. MacDonald moved to direct staff to establish library membership fees as presented by staff in the staff report with exceptions of those who volunteer in kind services or donate to the library foundation. The motion passed 3-1 with councilmembers: Conklin, MacDonald, and Pratt voting in favor of the motion; and Councilmember Keeble voting against the motion.

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

Ms. Ondrias noted the council reviewed the wastewater master plan at the October 4 budget workshop and asked staff to include a 3% inflationary factor; she reported this would have a \$15 million impact on the 20 year integrated capital improvements plan, increasing it from \$33 million to \$48 million. She noted that when each project was bid, it would be brought to council for final approval before the project would proceed to construction.

Mr. Parton noted staff should not over estimate project costs as this could affect the CIP planning and influence the setting of utility rates; staff would continue to monitor cost estimates to stay on target.

Council discussed placing a message on water bills letting citizens know that the increase was to fund future capital improvements.

Council consensus was to proceed with the master plan and projects as necessary.

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

Mr. Parton reported that upon completion of the clock tower, the parking garage and clock tower would be donated to the city by the Cailloux Foundation. The issue before council was to accept: 1) The clock tower and ancillary improvements estimated at \$2 million; and 2) The mechanical components, i.e. air conditioning, electricity, and elevator. He noted the elevator had maintenance issues; however, the elevator was under warranty through 2013 and the warranty on the elevator and all construction would transfer with ownership. The city had taken over maintenance responsibilities for the clock tower and parking garage. He noted that the Cailloux Foundation would retain ownership of Peterson Plaza.

Ms. Keeble moved to accept the gift of the land and improvements associated with the clock tower from the Cailloux Foundation and to authorize the city manager to execute a deed associated with the gift. Mr. MacDonald seconded the motion and it passed 4-0.

5. INFORMATION AND DISCUSSION

5A. Report on Kerr Economic Development Corporation activities.

Councilmember Conklin reported that the KEDC director met with a business that planned to relocate and had narrowed its site selection between Kerrville and San Marcos. KEDC supported EIC's decision to provide funding for the demolition of an abandoned building on Broadway to provide additional parking for a business. Under the EIC program, EIC could fund up to 40% the cost to demolish existing buildings for the improvement of the community.

5B. Water resources report.

Mr. Hastings reported Kerrville continued to be in severe drought condition as established by the US Drought Monitor; he noted that severe drought designation was being extended into other counties. The city received 1.83 inches of rainfall October through December. The river flow was at 29 cfs; the annual average was 145 cfs; below 50 cfs the city cannot store river water in the ASR; ASR was currently at 700 MG. The city's goal was to have one year's supply of water (1.4 billion gallons) available in the ASR. He opined that the city would have sufficient water to get through the drought; however, the city may have to go into advanced water stages with tighter restrictions. Weather forecasters predicted the area would remain drier than normal through June.

5C. Budget/Economic Update.

Mr. Vongchampa reported that the St. Louis Fed rated the probability of a recession occurring at 3% in the next 3-6 months; this decrease from their previous rating of 20% was based on improved economic factors. Local sales tax for November was at \$421,537, about \$15,000 increase over November 2011; this was attributed to new retailers coming on line. Hotel occupancy tax decreased from \$69,508 in 2011 to \$57,624 in November 2012. The city's general fund revenue in November was less than expenditures, but he noted that was typical for this time of year as ad valorem taxes were just starting to come in. The water & sewer fund revenue exceeded expenditures.

6. BOARD APPOINTMENTS:

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

Mr. Hayes noted that proposed charter amendments recommended by the commission would be presented to the city council for consideration prior to being placed on a ballot.

Mr. MacDonald moved to approve the charge for the commission as presented; Mr. Conklin seconded the motion and it passed 4-0.

Mr. Conklin moved to appoint the following persons to the charter review commission: Harvey Brinkman, Joe Herring, Jr., John Mosty, Bruce Motheral, Thomas Myers, Michael Robinson, and Gene Smith. Ms. Keeble seconded the motion and it passed 4-0.

6B. Appointments to the beautification advisory committee and designation of one city council member to serve as liaison.

Mr. Conklin moved to appoint the following persons: Brandon Douglas with term to expire December 11, 2013; and David Tritenbach and Judy Webb-Smith with terms to expire December 11, 2014. Ms. Keeble seconded the motion and it passed 4-0.

Mr. Conklin moved to appoint Mayor Pratt as the council liaison to the committee; Ms. Keeble seconded the motion and it passed 4-0.

6C. Appointments to the food service advisory board.

Mr. MacDonald moved to reappoint Abel Vazquez; and to appoint Debbie Bading, Rebecca Dittmar, and Darrell Young; all with terms to expire December 1, 2014; Mr. Conklin seconded the motion and it passed 4-0.

7. ITEMS FOR FUTURE AGENDAS

- The city would participate in the community's recognition of Johnny Manziel, local athlete who won the Heisman Trophy, at the appropriate time in the future.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Mayor Pratt reported that the Aqua Texas rate increase was in mediation.
- An email had been received stating that the city had a "gold mine" if police would issue more traffic tickets. Council noted the city received very little revenue from traffic tickets and the intent of issuing tickets was to change drivers' behavior.
- Staff noted city offices would be closed December 24 and 25 in observance of Christmas.

9. EXECUTIVE SESSION: None

ADJOURNMENT. The meeting adjourned at 7:14 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. Call to artists for art in public places project. (staff)

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

SUBJECT: Review of Call to Artist for Art in Public Places

FOR AGENDA OF: February 12, 2013 **DATE SUBMITTED:** January 31, 2013

SUBMITTED BY: Misty Kothe **CLEARANCES:** Todd Parton
Main Street Manager City Manager

EXHIBITS: Call to Artist Application and Guidelines

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

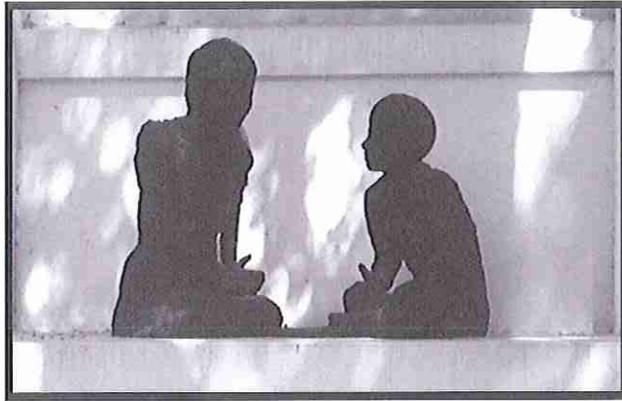
The Design Committee of the Kerrville Main Street Advisory Board has been working on a second project for the Public Art Project following the unveiling of the first piece, "Mother's Love". In an effort to keep momentum rolling with the Public Art Project, it was determined a smaller scale, less expensive project would be next on the books. Their proposal is for a Call to Artists for Art in Public Places- art which the City of Kerrville does not purchase and own, only displays for a set period of time (11 months for this project). This rotating sculpture exhibit will be on the sidewalks of Downtown Kerrville.

Releasing this Call to Artists will aid in continuing to raise funds for the Public Art Project that will place art in downtown in an effort to draw tourism and local traffic.

RECOMMENDED ACTION

Accept and approve Call to Artists for release

City of Kerrville, Texas— Call to Artists



Enhancing the quality
of life in Kerrville
through impactful
public art placement.



THE CITY OF
KERRVILLE, TEXAS

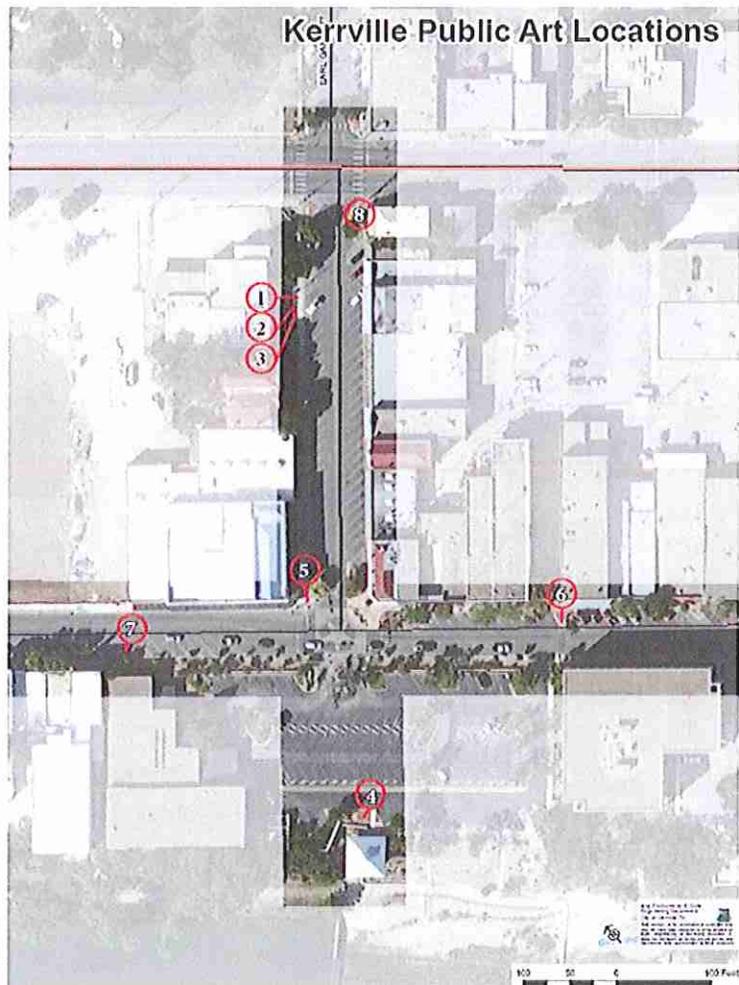
CITY OF KERRVILLE — CALL TO ARTISTS

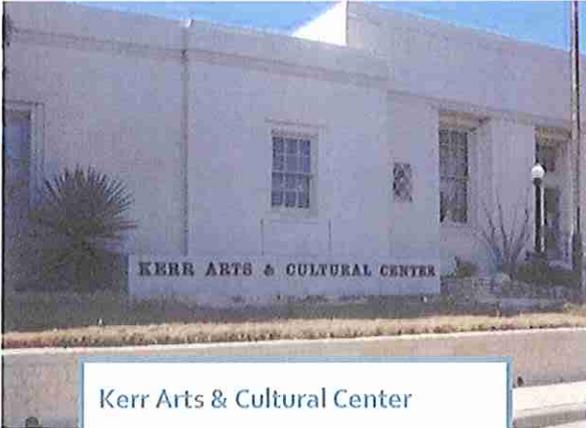
PROJECT OVERVIEW

The City of Kerrville invites artists/artist teams to submit entries for art in public places to be located at up to eight of the following locations: (see next page for location specific photographs)

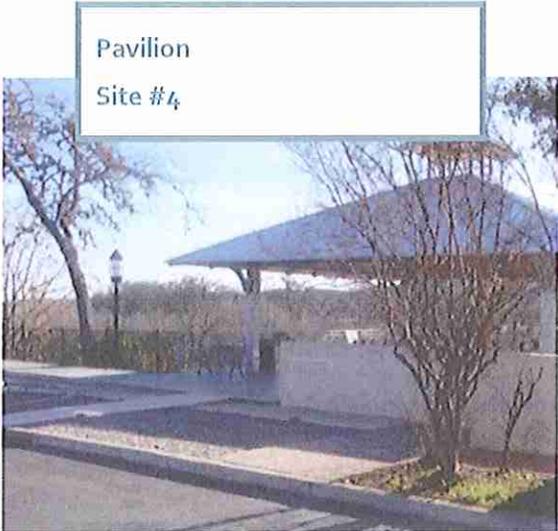
1. On front grounds of Kerr Arts & Cultural Center
2. On front grounds of Kerr Arts & Cultural Center
3. On front grounds of Kerr Arts & Cultural Center
4. In front of Pavilion overlooking Louise Hays Park
5. Sidewalk bump out at corner of Water & Earl Garrett Streets
6. Sidewalk bump out by Sunrise Antiques Mall
7. Sidewalk bump out on Water Street in front of Arcadia Theater
8. Sidewalk bump out at Earl Garrett and Main Streets (across from Mother's Love)

All of these locations will be in consideration when choosing artwork. Each offers significant visibility as well as security from vandalism and will be well suited for an art piece with significant presence. The goal of this project is to enhance the Public Art Project by creating a rotating selection of art that has visual appeal, and extends art throughout Downtown Kerrville.

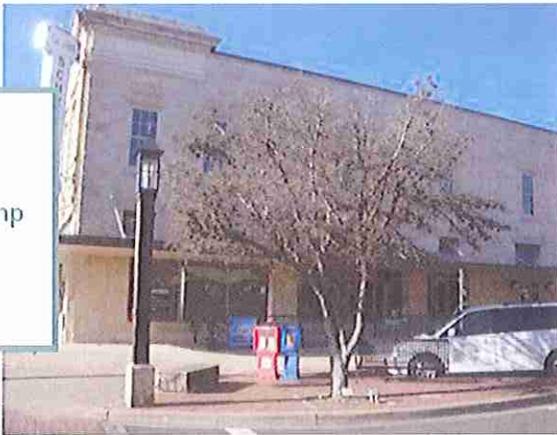




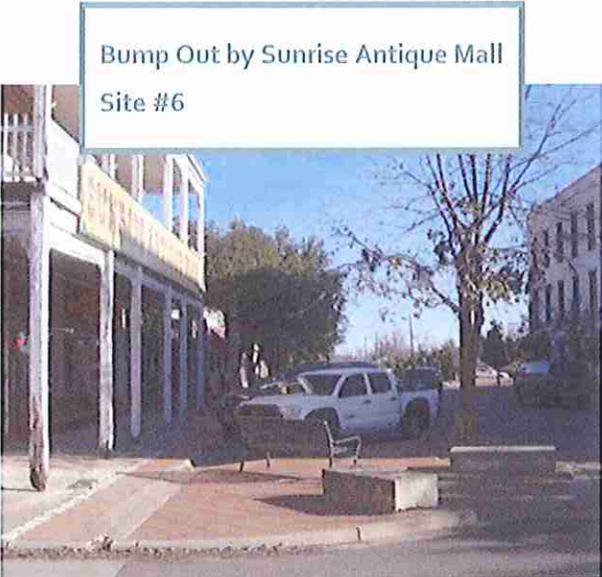
Kerr Arts & Cultural Center
Site # 1, 2, & 3



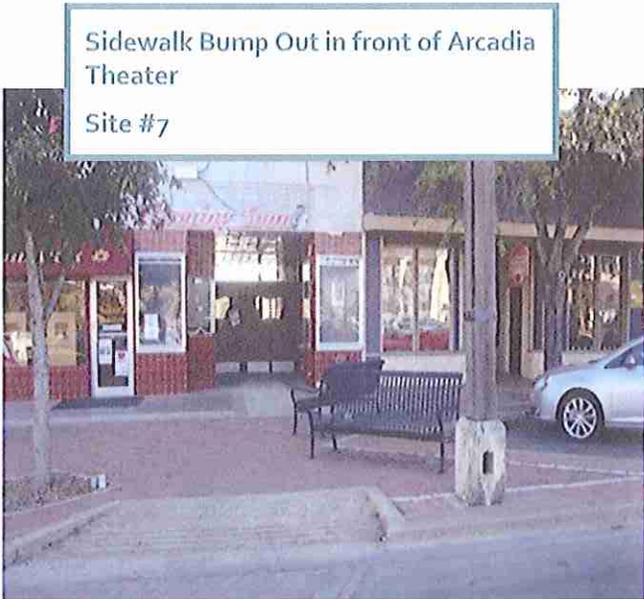
Pavilion
Site #4



Water & Earl
Garrett
Sidewalk Bump
Out
Site #5



Bump Out by Sunrise Antique Mall
Site #6



Sidewalk Bump Out in front of Arcadia
Theater
Site #7



Main & Earl
Garrett Sidewalk
Bump Out
Site #8

CITY OF KERRVILLE — CALL TO ARTISTS

PROJECT OVERVIEW

Kerrville Main Street and the City of Kerrville, in conjunction with Kerr Arts & Cultural Center, are seeking artwork for the first annual Sculpture Exhibition on the sidewalks of Downtown Kerrville, Texas which will be on view August 2013 – July 2014. Works can be in any media, must be suitable for outdoors, and may be functional or non-functional.

This inaugural rotating exhibition is being funded by programs of Kerrville Main Street and is the second effort of the Public Art Project, headed by the Kerrville Main Street Advisory Board. James Avery's *Mother's Love* was the first piece and was unveiled at the corner of Earl Garret and Main Streets in May 2012. This annual temporary outdoor sculpture exhibition will be the next step in taking art throughout Kerrville's historic Downtown. Not only will it give artists exposure within our community but will give the public a chance to see an annually changing "gallery" of art.

THE ARTWORK SHOULD:

- Provide a positive impression and lasting memory for visitors and citizens.
- Be designed and fabricated for extended outdoor durability and ease of maintenance, including potential vandalism.
- Be securely anchored to a pad, sidewalk or other surface determined by the Design committee, with approval from City Manager/Staff.
- Be resistant to all weather conditions including but not limited to: temperatures above 100 and below freezing, rain, snow, ice, strong wind and storms.
- Be suitable and safe for all audiences while able to withstand high traffic and unsupervised environment.
- The piece must also remain on display for the duration of the exhibit.

EXHIBITION BUDGET :

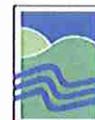
Selected artists will receive an honorarium of \$500 for each piece selected. Additional prizes will be awarded: 1st Place- \$1000; 2nd Place- \$500; 3rd Place- \$250; People's Choice- \$100. The honorarium will be paid half upon selection and half at conclusion of the exhibition. The top three prizes will be paid in full after judging at the unveiling celebration. People's choice will be paid upon conclusion of exhibit.

Each new public art project budget is dependent upon fundraising successes. For this reason the Public Art Committee will have an annual budget review each March to plan for future projects. If funds are sufficient, a purchase prize could be awarded as part of this competition.

If an artist chooses to have their piece for sale during the exhibition, sale will be coordinated through Kerrville Main Street office. The Public Art Project will receive a 30% commission on all pieces sold during the exhibit.

CITY OF KERRVILLE SELECTION PROCESS:

Entries will be evaluated by a Selection Committee consisting of ten (10) voting members, including at least 1 arts professional, the members of the Public Art Committee, The City Manager, and the Main Street Manager for the City of Kerrville.



CITY OF KERRVILLE — CALL TO ARTISTS

PROJECT OVERVIEW

SELECTION PROCESS (continued):

Selection criteria to be used for consideration shall include, but not be limited to the following: Artistic quality, context, media, permanence, public safety, diversity, feasibility, and duplication. In addition to the selection criteria, additional criteria to be considered for selecting artists shall include, but not be limited to (1) a proven ability to work effectively in collaborative situations; (2) experience in architecture or landscaped-based projects; and (3) experience working with design professionals and integrating artistic concepts into construction documents.

TIMELINE:

Call to Artists Brief distributed: February 14, 2013

Deadline for Entry: April 30, 2013

Notification of Selection: June 2013

Delivery of work/Installation: August 3-4, 2013

Celebration & Awards: August 5, 2013

Conclusion and Artwork Removal: July 14, 2014

NOTE: The Public Art Committee reserves the right to change the project timeline if necessary to accommodate project changes.

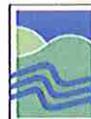
SUBMISSION REQUIREMENTS:

Please submit the following:

1. Entry Fee- \$30 for up to three entries. Make checks payable to *Kerrville Main Street*.
2. Completed application (included at the end of the Call to Artist)
3. Letter explaining the artist's interest in the project. Should be no more than one page, single-spaced, 12 point font.
4. Current resume (two page maximum)
5. Each artist may submit up to three sculptures for consideration. Up to 8 images of each sculpture may be presented (5 views and 3 showing detail). Please send digital images on a CD or USB drive along with an annotated image list . Each digital image must feature a single work. See image specifications below.
6. Annotated image list– Name of Artists, title of work, medium, year, dimensions, and if available for purchase, the price of the work.
7. A rendering of an installation plan is required for each piece submitted for consideration. Sculptures will be installed on concrete or brick surfacing. Please label each depiction showing method of installing and securing piece to the ground with artist name and title of work.
8. If any piece is larger than 12' in any dimension, please contact Kerrville Main Street for more information.
9. Please DO NOT staple or bind any of the application materials.
10. Please do not include any print materials larger than 8 1/2 x 11 inches, original artwork, or large format transparencies.
11. Submit all materials to Kerrville Main Street, 701 Main Street, Kerrville, TX 78028, by 5:00 p.m. on April 30, 2013.

• Image Specifications:

- I. *File Format:* High quality images formatted for the MS Windows environment in Baseline Optimized .JPG format.
- II. *File Size:* JPEGs must be under 1 MB
- III. *File Names:* Correspond to the annotated image list (example: 1. LAST NAME OF ARTIST—Title of Artwork.jpg)



THE CITY OF
KERRVILLE, TEXAS

CITY OF KERRVILLE — CALL TO ARTISTS

PROJECT OVERVIEW

EXHIBITION PROMOTION:

Artists selected as part of the rotating exhibit are featured on Kerrville Main Street's website, as well as will appear as part of their social media efforts. In addition, Kerrville Main Street's Public Art Project will broadly promote the exhibition to diverse media outlets through a number of press releases at selection, installation, removal, and periodically throughout the exhibition. A printed marketing piece is also planned to be on display around Downtown Kerrville and in prominent high traffic locations in the city and Kerr County.

ELIGIBILITY:

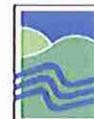
The project is open to all Texas based artists (minimum of twelve months State of Texas residency required), ages 18 and over, who wish to apply, regardless of race, color, religion, national origin, gender, age, marital status, or physical or mental disability. Artist teams are eligible to apply, including teams of artists from multiple disciplines. The City of Kerrville employees, as well as selection committee members and their immediate families are not eligible for participation.

ARTIST RESPONSIBILITIES:

The City of Kerrville, Kerrville Main Street, and Kerr Arts and Cultural Center carries no insurance for loss or damage to artwork in the exhibit or in transit, nor assumes liability for the same. However, every precaution will be taken for the safety of the work. Artists should provide their own coverage if desired. Installation will be scheduled at the discretion of the Kerrville Main Street Public Art Committee while efforts will be made to set compatible installation schedules where possible. The artist is responsible for installation of the piece, while Kerrville Main Street will provide site work preparation and installation assistance as needed from the City of Kerrville staff.

Contact Information:

City of Kerrville
Misty Kothe, Main Street Manager
701 Main Street
Kerrville, TX 78028
830-258-1113
misty.kothe@kerrvilletx.gov



OFFICIAL ENTRY FORM– Rotating Sculpture Exhibition 2013

Please complete this form and include it with all required application materials.

Applicant's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Website (if applicable): _____

Material Checklist:

- \$30 Entry Fee– Checks made payable to *Kerrville Main Street*
- 1 Page Letter of Interest
- Current Resume
- Image CD/DVD **OR** USB Drive
- Typed Annotated Image List

- I would like for my materials to be retained for future commission opportunities. **OR**
- I would like my submitted images to be returned to me, and I have enclosed a self-addressed stamped envelope with sufficient postage for this purpose.

Title(s) of Submitted Piece(s):

1. _____
2. _____
3. _____

Professional References:

1. Name: _____ Title: _____
 Address: _____ City/State/Zip: _____
 Email: _____ Daytime Phone: _____
2. Name: _____ Title: _____
 Address: _____ City/State/Zip: _____
 Email: _____ Daytime Phone: _____
3. Name: _____ Title: _____
 Address: _____ City/State/Zip: _____
 Email: _____ Daytime Phone: _____

I understand and agree to all the terms of this Call to Artists.

Signature: _____

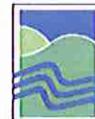
Date: _____

Submittal Instructions:

Deadline: Application and materials must be received by April 30, 2013 by 5:00 p.m.

Mail to: Kerrville Main Street Public Art Project
701 Main Street
Kerrville, TX 78028

Contact: Misty Kothe, Main Street Manager
Phone: (830) 258-1113
Email: misty.kothe@kerrvilletx.gov



Agenda Item:

3C. Amendment to a professional services agreement with Freese and Nichols, Inc. to provide professional engineering design and construction administration services for the Jefferson lift station force and gravity main—phase 1, Ridgewood transmission line—phase 1, and a required archeological survey provided by Prewitt and Associates in an amount not to exceed \$103,869.00. (staff)

The purpose of the proposed amendment is to separate the Louise Hays portion of the project, including both the water and sewer utilities into a separate bid set for the purpose of maintaining anticipated construction schedules for park improvements and providing coordination with the water main design to incorporate their construction documents into a single set for construction bidding through the park. Distinguishing the portion of construction required through the park into a separate bid phase allows for both sewer and water utilities to be managed simultaneously, allowing a more streamlined approach in accomplishing the project in a timely manner and minimizing the impact to park activities. However, this also creates additional work on the part of the design consultant with respect to bid phase and construction phase services, as it effectively removes that portion located within the park from both the overall Jefferson Lift Station and Force Main project and the Water Transmission Main project. Additionally, this amendment provides for the funding of a required archeological study. The requirement for the archeological study was uncertain at the time that the preliminary engineering study was prepared by Freese and Nichols. The Texas Historical Society has since confirmed this requirement.

Engineering Service	Proposed Not to Exceed Fee
Basic Services	
Original FNI Alignment Study Amount	\$71,000.00
Alignment Study Credit	-\$8,965.00
Revised Alignment Study Contract	\$62,035.00
Original FNI Design Contract	\$627,783.00
Contract Amendment Amount	\$103,869.00
Amended Design Contract Amount	793,687.00

RECOMMENDED ACTION

The Director of Engineering recommends the City Council authorize the City Manager to amend a Professional Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$103,869.00 to provide professional engineering design and construction administration services for the Jefferson Lift Station Force and Gravity Main – Phase 1, specifically coordinating with the design of the proposed water main and providing separate bid sets to expedite completion of the utility project through Louise Hays Park.

**FIRST AMENDMENT TO THE PROFESSIONAL
ENGINEERING SERVICES AGREEMENT BETWEEN
FREESE AND NICHOLS INC., AND THE CITY OF
KERRVILLE, FOR SERVICES REGARDING THE
JEFFERSON LIFT STATION AND GRAVITY MAIN-PHASE
1, RIDGEWOOD TRANSMISSION LINE-PHASE 1**

This **First Amendment to the Professional Engineering Services Agreements between Freese and Nichols, Inc., and the City of Kerrville**, for services regarding the Jefferson Lift Station ("Amendment") is entered into the ___ day of _____, 2013. This First Amendment amends the agreement ("Agreement") previously entered into between the parties, and is made in accordance with Section VIII (M) of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreements as follows:

SECTION ONE. Compensation; scope of services. The Agreement is amended to increase the compensation by \$103,869.00 for additional services described in and attached hereto as **Exhibit A** to this Amendment.

SECTION TWO. No other amendments. Except as expressly amended herein, all other terms and conditions of the Agreement remains unchanged and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment effective the day and year written above.

CITY OF KERRVILLE

FREESE AND NICHOLS, INC.

Todd Parton, City Manager

By: _____

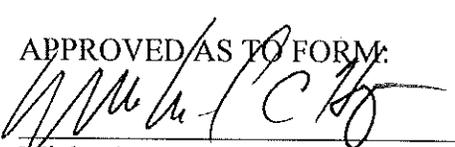
Print Name: _____

Title: _____

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



CONTRACT CHANGE AUTHORIZATION FORM
Amend #1

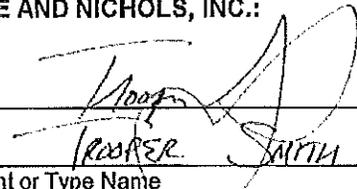
Client: City of Kerrville 701 Main Street Kerrville, TX 78028 Attn: Dieler Werner, P.E., CFM	FNI Project No.: KER11498 Client Contract Ref.: Date: October 30, 2012						
Project Description: Jefferson Street Lift Station Force and Gravity Main Alignment Study							
Description of Services Deleted: a. Contacting private property owners and attempt to ascertain permission to enter and survey within the private properties. b. Topographic survey of the proposed alignment. c. Preparation a maximum of three (3) easements for the City.							
Compensation shall be adjusted as follows: Property Owner Contact, Surveying, and Easements: -\$8,965.00							
<table border="1" style="margin-left: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Original Contract</td> <td style="padding: 2px; text-align: right;">\$71,000.00</td> </tr> <tr> <td style="padding: 2px;">Amended Amount</td> <td style="padding: 2px; text-align: right;">-\$8,965.00</td> </tr> <tr> <td style="padding: 2px;">Revised Total Contract</td> <td style="padding: 2px; text-align: right;">\$62,035.00</td> </tr> </table>		Original Contract	\$71,000.00	Amended Amount	-\$8,965.00	Revised Total Contract	\$62,035.00
Original Contract	\$71,000.00						
Amended Amount	-\$8,965.00						
Revised Total Contract	\$62,035.00						
Schedule shall be adjusted as follows: No change in schedule.							

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

- A contract modification will be submitted.
- This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF KERRVILLE, TEXAS:

BY: 

 Print or Type Name
 TITLE: PRINCIPAL
 DATE: 10/30/12

BY: _____

 Print or Type Name
 TITLE: _____
 DATE: _____



CONTRACT CHANGE AUTHORIZATION FORM
Amendment No. 1

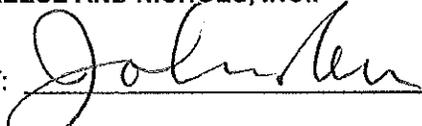
Client: City of Kerrville 701 Main Street Kerrville, TX 78028 Attn: Dieter Werner, P.E., CFM	FNI Project No.: KER12186 Client Contract Ref.: Date: February 1, 2013	
Project Description: Jefferson Lift Station, Force and Gravity Main		
Description of Services Added/Deleted: Please refer to Exhibit A – Engineering Scope of Services		
<ol style="list-style-type: none"> 1. 21-Inch Gravity Sewer & Riverhill / Ridgewood Transmission Line - Phase I <ol style="list-style-type: none"> a. Design Phase Services b. Bid Phase Services c. Construction Phase Services d. Archeological Survey 2. 16-Inch Water Main Segments 1A & 1B <ol style="list-style-type: none"> a. Bid Phase Services b. Construction Phase Services 3. Delete Construction Staking for Lift Station, Force and Gravity Main 		
Deliverables: Please refer to Exhibit A – Engineering Scope of Services		
Compensation shall be adjusted as follows: Please refer to Exhibit B – FNI Compensation		
	Original Contract	\$627,783.00
	Amendment No. 1	\$103,869.00
	Revised Total Contract	\$731,652.00
Schedule shall be adjusted as follows: Please refer to Exhibit C – Project Schedule		

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

- A contract modification will be submitted.
- This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF KERRVILLE:

BY: 
 Mr. John New, P.E.
 Print or Type Name

BY: _____

 Print or Type Name

TITLE: Principal

TITLE: _____

DATE: February 1, 2013

DATE: _____

Professional Engineering Services Agreement

Between

Freese and Nichols, Inc., and City of Kerrville

THIS AGREEMENT is made as of this 26th day of April, 2012, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 800 Junction Highway, Kerrville, Texas, 78028-5069, hereinafter referred to as "CLIENT", and Freese and Nichols, Inc., with its offices located at 4040 Broadway, Suite 600, San Antonio, Texas 78209, hereinafter referred to as "ENGINEER", for the performance of professional engineering services in consideration of the following terms, conditions, and agreements:

PART I. SERVICES

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

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

PART II. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

PART III. WORK ORDER AMENDMENTS

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

PART IV. COMPENSATION

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

PART V. PAYMENTS

ENGINEER will invoice CLIENT in accordance with the terms and conditions as set forth in Exhibit A. CLIENT agrees to promptly pay ENGINEER at its office located at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109, the full amount of each such invoice upon receipt. In no event shall ENGINEER's failure to invoice constitute a default under the terms and conditions of this Agreement.

PART VI. INSURANCE

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

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

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

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

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

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

B. ACTIONS ON TERMINATION

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

C. COMPENSATION PAYABLE ON TERMINATION

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

PART VIII. MISCELLANEOUS

A. REUSE OF DOCUMENTS

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

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

B. OPINION OF COST

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

C. TRENCH SAFETY DESIGN

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

D. LATE PAYMENT

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

E. ATTORNEY'S FEES

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

F. PERIOD OF SERVICE

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

G. CONSTRUCTION OBSERVATION

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

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

H. SALES AND USE TAXES

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

I. SUCCESSORS AND ASSIGNS

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

J. CONTROLLING LAW; VENUE

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

K. SEVERABILITY AND WAIVER

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

L. EXTENT OF AGREEMENT

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

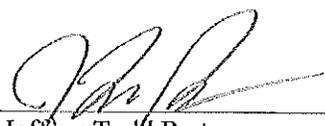
M. AMENDMENTS

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

Executed on this 26th day of April, 2012.

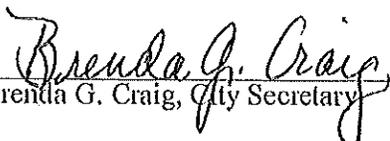
CITY OF KERRVILLE

FREESE & NICHOLS, INC.

BY: 
Jeffrey Todd Parton
City Manager

BY: 
Name
Principal
Title

ATTEST:


Brenda G. Craig, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

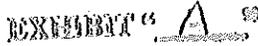


EXHIBIT A

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

ENGINEERING SCOPE OF SERVICES

PROJECT DESCRIPTION: The objective of this project is to prepare a complete set of contract documents including the plans, bid documents, general/supplementary conditions, technical specifications, and other related documents for the expansion of the City of Kerrville's Jefferson Street Lift Station, installation of approximately 3,200 linear feet of 12-inch force main, approximately 7,000 linear feet of 18-inch gravity sewer, and replace approximately 1000 linear feet of existing parallel force mains within Jefferson Street. Project elements will be as shown on the attached figure titled "Jefferson Street Lift Station – Conceptual Project Configuration." Design of force main and gravity sewer will follow the City approved alignment indicated in the "Jefferson Lift Station Force and Gravity Main Alignment Study" currently being developed by FNI.

SUBCONSULTANTS:

- A. Surveyor – MDS Land Surveying Company, Inc.
- B. Geotechnical Drilling – Austin Geo-Logic
- C. Geotechnical Testing Lab – TRI Environmental

PROJECT SCOPE/ASSUMPTIONS:

- A. Lift Station Design (Based on current WW Master Plan or as modified by plan currently being developed by Freese and Nichols, Inc. (FNI))
 - 1. Proposed lift station will be located at the same site as the existing Jefferson Lift Station.
 - 2. Design will include wet well capacity for 10.7 mgd (7,430 gpm).
 - 3. Initial (Phase I) firm peak pumping capacity will be 6.9 mgd (4,800 gpm).
 - 4. Lift station will be designed to accommodate additional capacity expansions within the Phase I structure:
 - a) Phase II expansion from 6.9 mgd (4,800 gpm) firm capacity to at least 9.5 mgd (6,600 gpm) firm capacity
 - b) Phase III expansion from 9.5 mgd (6,600 gpm) firm capacity to at least 10.7 mgd (7,430 gpm) firm capacity.
 - 5. New lift station will be designed in a submersible pump configuration, without dry pit or building superstructure.
 - 6. Lift station will be designed around a maximum of four (4) pump manufacturers.
 - 7. Top of lift station structure will be set one foot above 100-year floodplain elevation.
 - 8. Lift Station will pump into one (1) existing force main to Quinlan basin, one (1) proposed force main to Legion basin, and one (1) proposed force main to the Birkdale Basin.
 - 9. Flanged ductile iron pipe will be used for lift station discharge lines and headers.
 - 10. New lift station will be enclosed with a chain-link fence with 3-strand barbed wire on top per TCEQ requirements.
 - 11. Landscaping and/or irrigation system is not required at the lift station site.
 - 12. Noise control and hazardous waste assessments and abatement are not included.
 - 13. Lift Station Electrical and Controls
 - a) Electrical gear will be installed in weather-proof enclosures mounted on top of the lift station structure or on a separate elevated steel platform as required.
 - b) Project will be designed with an onsite generator that may be required to be elevated on a steel platform.

- c) Pumps will be equipped with constant speed motors with reduced voltage (soft) starters.
- d) Pump controls will be supplied with the pumps by the pump manufacturer as a turnkey system
- e) The City will provide and install the SCADA system provided by BLOC Design (Robert Durham). FNI will coordinate controls design with City's SCADA provider.

B. Site Piping Design at Lift Station

- 1. Relocate on east side of Town Creek, five (5) existing gravity lines discharging to existing Jefferson Street Lift Station.
- 2. Project will include design and construction of one (1) new junction box near existing lift station site to agglomerate incoming flows, equipped with a sluice gate, knife gate valve, etc. to control flows to the new lift station.
- 3. Project will include construction of new manholes on east side of Town Creek for tie-in to existing gravity lines.
- 4. Project will include the construction of one (1) force main from proposed lift station to the opposite side of Town Creek and one (1) force main from proposed lift station to the existing Legion Basin Interceptor.
- 5. Minor relocation of existing force main within existing lift station parcel may be required to accommodate new lift station.

C. Existing Structures and Lift Station

- 1. Existing lift station will not be re-used.
- 2. Existing lift station will be demolished to 3-feet below finished ground.
- 3. Existing odor control facilities may need to be relocated to facilitate construction.
- 4. City will provide Asbestos Survey as required for demolition of lift station structure.

D. Force Main Design

- 1. AWWA C-900 PVC will be used for force main. The force main will be horizontally directionally drilled under the Guadalupe River using fusible PVC (FPVC) C-900 pipe. The proposed force main will be designed around only one pipe material.
- 2. New crossing of Town Creek will be via boring or other method that will require consultation or permitting under Section 404 of the Clean Water Act.
- 3. Force main and other pressurized pipe design does not include restrained joint design and shall use concrete thrust blocking for the primary resistance to thrust.

E. Gravity Sewer Line Design

- 1. The sewer shall be designed using applicable PVC pipe materials.
- 2. The sewer line shall parallel and share an easement with a waterline currently being designed by Pape-Dawson Engineering (PD). The gravity sewer line will terminate at a manhole currently being designed by LNV Engineering (LNV).
 - a) FNI will coordinate design efforts with PD and LNV Engineers.
 - b) PD will provide easement acquisition and easement survey file to FNI for all the shared easements south of the Guadalupe River.
 - c) FNI will include design plans and applicable specifications for the waterline designed by PD within a single bid document for this project. PD will be responsible for all aspects of the design of their waterline and shall be the engineer of record for applicable design plans and specifications. FNI will receive PD's plans and specifications in .pdf format and will combine plans and specifications for all review, bid and construction submittals to the City.

F. General

- 1. Project will be designed, bid and constructed as a single bid package.
- 2. Project will utilize FNI standard contract documents and specifications after City review/approval.
- 3. Project will be procured using the standard bid process in conformance with City policy and state law. Procurement by other means such as Competitive Sealed Proposal shall be an additional service.
- 4. Storm Water Pollution Prevention Plan(s) will be provided by Contractor.

5. Traffic Control Plan(s) will be provided by the Contractor.
6. Required "By-Pass" pumping plan(s) will be provided by the Contractor.
7. City will provide construction materials testing within a separate contract.
8. City will provide any required "Special Inspections" required by the International Building Code.
9. Project includes a tree survey for trees greater than ten (10) inches.

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

A. **PROJECT MANAGEMENT**

1. Prepare subconsultant agreements:
 - a) Austin Geo-Logic Subconsultant agreement
 - b) MDS Land Surveying Company, Inc. Subconsultant agreement
2. Prepare project handbook: The project manual will contain the following:
 - a) A project organization chart
 - b) A project directory with contact info of all project team members
 - c) Contact protocols for project communications
 - d) A copy of the executed agreement
 - e) A work plan (detailed description of the project approach)
 - f) A project schedule, including meeting dates and milestones
 - g) Other pertinent data as appropriate.
3. Conduct Internal Kickoff Meeting: Purpose of this meeting is to orient the team members to the work, review project scope, schedule, and budget, and make initial task assignments.
4. Conduct Project Kickoff Meeting with City Staff: Purpose of this meeting is to introduce the FNI project team to City staff, establish project communications protocols, confirm project goals and objectives, review scope, schedule and budget, and coordinate initial project tasks.
 - a) FNI will prepare and distribute a kickoff meeting agenda at least one week prior to the meeting.
 - b) FNI will schedule and attend the kickoff meeting in Kerrville.
 - c) FNI will prepare and distribute meeting minutes within one week following the project kickoff meeting.
5. Monthly invoicing: FNI will prepare and submit monthly invoices to City for payment in accordance with Exhibit B of the Professional Services Agreement .
6. 1-Page Monthly Reports: FNI will prepare and submit monthly status reports to the City with FNI's monthly invoice. Monthly status reports will comprise a one page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
7. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work. Elements of the QA/QC plan will include the following:
 - a) FNI will develop a Quality Control Plan that will identify scheduled reviews of project deliverables, and individuals responsible for review.
 - b) FNI will implement the quality control plan developed in the prior task, then monitor and document implementation of the QC plan through project completion. Implementation will include:
 1. Internal checks of deliverables prior to delivery to City.
 2. Checks of subconsultant-prepared materials prior to delivery to City.

8. Quality Assurance:

- a) Quality Assurance Reviews. Senior FNI staff will meet with project staff and verify that FNI quality control guidelines and the project-specific quality control plans are being implemented. We anticipate two Quality assurance reviews:
1. Interim Quality Assurance Review: FNI shall prepare for and conduct an Internal quality assurance review at approximately the mid-point of the project schedule
 2. Final Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review prior to submittal of the 90 percent drawings to the City.

B. PRELIMINARY DESIGN PHASE – 30% Schematic Design

1. Geotech Investigation: Provide geotechnical investigation services required to complete the design of the lift station, force main, and gravity sewer.
2. Survey: Survey will be initiated at the start of preliminary design.
3. Meetings/Site Visits:
 - a) Project Kickoff Meeting
 - b) Site Visit(s) for data collection. Maximum of 3.
 - c) Design Memo Workshop
 - d) PD & LNV Engineering Coordination Meeting. Maximum of 1.
4. Data Collection:

Collect existing record drawings and other available information for the project from the City
5. Pump Selection and Lift Station Sizing:

Pump Selection: Based on City's preferred operational modes and hydraulic analyses, select pumps for phasing indicated above.
6. Power Availability Evaluation:
 - a) Purpose: Evaluate power availability, reliability, and cost of power infrastructure at the Jefferson Street Lift Station site.
 - b) Coordinate with electrical utility provider and evaluate availability and reliability of power at project site.
 - c) Develop costs to upgrade electrical service as necessary for new Jefferson Street Lift station.
 - d) Develop costs for alternative/emergency power to the new lift station in accordance with current TCEQ requirements.
7. Odor Control Investigation: Evaluate up to two (2) alternatives for odor control at the lift station. The alternatives evaluated along with FNI's recommendations will be included in the design memo. The final design will incorporate the recommended and approved alternatives.
8. Storm Sewer Collection Line Relocation: Existing storm sewer through lift station will be relocated around proposed lift station and new outfall to Town Creek.
9. Force Main Hydraulics Analysis:
 - a) Review existing data regarding force mains, etc. relevant to hydraulic analysis.
 - b) Evaluate existing Jefferson Street Lift Station Force mains:
 1. Meet with City Staff and Review existing Jefferson Street Lift Station force main operations.
 2. Determine, with City, preferred operational modes for existing and future force mains, and phasing for future force mains.
 3. Field-evaluate existing force main discharge conditions.
 4. Field-evaluate existing force main capacity via pressure and flow measurement estimates.
 5. Document force main operational modes, discharge conditions, and capacity in Design Memo.
 - c) Hydraulic Analysis
 1. Develop existing force main system head curves
 2. Develop proposed force main system head curves

10. Develop Design Memo:

- a) Assemble findings of preliminary investigations into a draft Design Memo. The Design Memo will include preliminary drawings for lift station orientation, force main alignment, gravity sewer alignment, odor control investigation, preliminary pump selection and hydraulic analyses, lift station sizing and power availability.
- b) Prepare Preliminary opinion of probable construction cost (OPCC).
- c) Submit the draft Design Memo to the City for review.
- d) Meet with the City to review draft Design Memo.
- e) Incorporate City comments as appropriate and prepare final Design Memo.
- f) Submit five copies of the Final Design Memo to the City.

11. Phase Deliverables:

- a) Monthly 1-Page Reports
- b) Draft Design Memo:
 1. Five (5) hard copies
 2. One (1) electronic copy in PDF format.
- c) Final Design Memo:
 1. Five (5) hard copies
 2. One (1) electronic copy in PDF format.
- d) Furnish to the City an updated written opinion of probably construction costs for the Project.

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

1. Meetings:

- a) 60% Design Workshop:
Meeting to discuss comments made on the 60% design submittal. Prepare meeting agenda and minutes
- b) Monthly Progress Meetings
- c) Texas Department of Transportation (TxDOT) Coordination Meeting (Kerrville Office)
- d) PD and LNV Engineering Coordination Meeting. Maximum of 1.

2. Utility Coordination: Coordinate with the utility companies for any necessary relocations/adjustments that may be required and indicate on the preliminary plans.

3. Permitting: Prepare all permits required for the project and obtain permits or cause permits to be obtained by the City.

4. Survey:

Upon approval of the 30% schematic layout and design surveyor will initiate preparing easement documentation for up to 8 parcels as required for the force main and per the scope below.

5. Environmental Services:

- a) Cultural Resources/Texas Historical Commission: Submit a letter to Texas Historical Commission.
- b) Water Resources/Waters of the U.S.
- c) Threatened and Endangered Species Assessment
- d) Hazardous Materials: Perform a pedestrian survey to identify hazardous materials.

6. Phase Deliverables

- a) Monthly 1-Page Reports.
- b) 60% Design Plans:
 1. Five (5) hard copies in 22"x34" (full-size) format
 2. One (1) electronic copy in PDF format
- c) List of project details and specifications.
- d) Updated Opinion of Probable Construction Cost (OPCC) for the project.

- D. **90% DESIGN PHASE:** FNI shall provide professional services in this phase as follows:
1. **Meetings:**
 - a) 90% Design Workshop: Meeting to discuss comments made on the 90% design submittal. Prepare meeting agenda and minutes
 - b) Monthly Progress Meetings
 - c) PD & LNV Engineering Coordination Meeting. Maximum of 1.
 2. **Coordination with the TCEQ:**
Provide documentation and coordination with the TCEQ for project plan approval.
 3. **Coordination with the Texas Department of Transportation:**
Provide documentation and coordination with the TXDOT for permitting.
 4. **Survey:**
Continued preparation of easement documentation for up to 8 parcels as required for the force main and per the scope below.
 5. **Environmental and Permitting:**
Prepare and submit permit application for force main crossing the Guadalupe River. All fees required by permit shall be paid for by the City. Exhibits shall be provided by surveyor.
 6. **Transient Analysis:**
A transient (surge) analysis will be conducted on the proposed pumping system and appropriate surge mitigation features will be provided within the design of the project.
 7. **Phase Deliverables**
 - a) Monthly 1-Page Reports.
 - b) 90% Design Plans:
 1. Five (5) hard copies in 22"x34" (full-size) format
 2. One (1) electronic copy in PDF format
 - c) Design Specifications:
 1. Three (3) hard copies.
 2. One (1) electronic copy in .pdf format.
 - d) Updated OPCC for the project.
- E. **100% Submittal:** FNI will incorporate any comments made by the City in the 90% design submittal and resubmit a 100% complete submittal for review.
- Phase Deliverables**
1. 100% Design Plans: One (1) electronic copy in PDF format
 3. Design Specifications: One (1) electronic copy in .pdf format.
 2. Updated OPCC for the project.
- F. **BID OR NEGOTIATION PHASE:** Upon completion of the design services and approval bid drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:
1. **Meetings:**
 - a) Prebid Meeting: Assist the City in conducting a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
 - b) Bid Opening: Attend project bid opening and open bids as required by the City.
 2. **Bid Phase Services:**
 - a) FNI will set up the project on CivCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by the Engineer except as indicated below.

- b) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- c) Tabulate and analyze the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
- d) Recommend award of contracts or other actions as appropriate to be taken by City.
- e) Provide Notice of Award of Contract to the Contractor and provide letter with directions for the execution of the contract documents.
- f) Assist City in the preparation of the Construction Contract Documents.

3. Phase Deliverables:

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

Additional sets of documents can be provided as an additional service.

G. CONSTRUCTION PHASE:

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

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

1. Meetings:

- a) Pre-Construction Meeting: Assist the City in conducting pre-construction conference with the Contractor. Prepare project meeting minutes.

- b) **Construction Site Visits/Construction Progress Meetings:** Make up to 12 site visits during the course of construction (estimated to be approximately 12 months construction schedule), as distinguished from the continuous services of a Resident Project Representative, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents. If Freese and Nichols is requested to visit the site more frequently than the specified number of visits each month or construction time extends beyond the time anticipated, the requested visits shall be considered an Additional Service and Freese and Nichols shall be entitled to additional compensation.
- c) **Punchlist Meeting:** Conduct, in company with City's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Visiting the site to review completed work in excess of one trip is an additional service.

2. Construction Phase Services:

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

3. Phase Deliverables:

- a) Monthly 1-Page Reports.
- b) Project site visit memos and construction progress meeting minutes.
- c) Project Record Drawings:
 1. Two (2) sets of full size plans.
 2. CD with Record Drawings in PDF Format, project survey files, project CAD files in AutoCad or Microstation formats and shapefiles in GIS format if needed.

H. ENVIRONMENTAL EVALUATION AND PERMITTING

1. The City Kerrville proposes to construct a new lift station adjacent to the existing Jefferson Street Lift Station, new force main and gravity sewer within new and existing easements. Based on preliminary review of the potential alignment, it will include at least one crossing of waters of the U.S., so construction will likely require 404 permit authorization. This scope assumes that the project can be designed and authorized under the terms and conditions of Nationwide Permit (NWP) 12, *Utility Line Activities*, or other NWP, without a pre-construction notification. FNI proposes the following scope of services to address these requirements:
 - a) Compile Information - Assemble data such as aerial photos, ROW limits, and alignments in digital format for use in GPS data logger. Create Data Dictionary for GPS data logger for data collection. Print paper maps and CAD drawings as necessary for field work.
 - b) Conduct site visit for pipeline alignment and other project features (e. g., lift station(s)) - FNI environmental scientists will conduct a site visit to make observations along the proposed routes in order to document existing conditions (environment) and assess project impacts. The presence and locations of waters of the U.S., including wetlands; potential threatened/endangered species habitat; and vegetation cover types will be identified in the proposed ROW.
 - c) Consult with Texas Historical Commission - FNI will prepare a letter to the Texas Historical Commission describing the project and requesting the Committee's review.
 - d) Prepare Technical Memorandum - FNI will prepare a technical memorandum documenting the results of the field study including a preliminary jurisdictional determination forms, wetland delineation data forms, photos, GPS information, and an opinion on the Section 404 permitting requirements. FNI will then recommend what, if any, additional studies are needed and a proposed course of action needed to get the project authorized under a Section 404 permit.
 - e) Meet with Client - FNI environmental scientists will attend up to two meetings with the Client to discuss project details, schedules, draft report comments, and/or the USACE permitting process.
2. Additional Environmental Services - Freese and Nichols will notify the Client if any of the following services will be necessary to comply with USACE permit requirements. The following services can be provided upon written authorization by the Client:
 - a) Meetings or consultations with regulatory agencies, pedestrian surveys, or preparation of documentation related to the cultural resources investigations should an issue be identified during the preliminary archeological survey.
 - b) Preparation of a detailed wetland delineation and jurisdictional determination report.
 - c) Preparation of a pre-construction notification for nationwide or regional general 404 permit coverage.
 - d) Preparation of a formal written request for USACE authorization under a letter of permission procedure.

- e) Preparation of a standard Individual Section 404 permit application.
- f) Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
- g) Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
- h) If required by the USACE, FNI can assist the District with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA.
- i) Presence/absence surveys for federally listed threatened/endangered species.
- j) Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
- k) Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
- l) Application for General Land Office easements.
- m) Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
- n) Additional field investigations or analysis required to respond to public or regulatory agency comments.
- o) Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
- p) Expert representation at legal proceedings or at contested hearings.
- q) Mitigation monitoring if required by permit conditions.
- r) Monitoring compliance with permit conditions.
- s) Additional modifications to the compensatory mitigation plan.
- t) Payment of an EID processing fee if levied by the USACE.

I. GEOTECHNICAL INVESTIGATION

1. Coordinate field activities for site access.
2. Contact Texas One Call System to locate buried utilities within existing easements and right-of-way.
3. FNI will subcontract with drilling contractor to provide:
 - a) Two (2) borings to a depth of 60 feet at the lift station site.
 - b) Two (2) borings to a depth of 80 feet at the Guadalupe River HDD crossing.
 - c) Three (3) borings to a depth of 25 feet for the force main alignment.
 - d) Seven (7) borings to a depth of 25 feet for the gravity sewer alignment.
4. During drilling, obtain soil samples for testing using 3-Inch diameter Shelby tubes for cohesive soils and using a 2-Inch diameter split-barrel sampler for non-cohesive soils. Collect rock samples with a NX-size core barrel at the lift station and creek crossings. In areas where rock core is not collected or recovery is poor, perform Texas Cone Penetrometer (TCP) tests. Backfill borings with cuttings and plug the upper foot of each boring with quick-setting concrete mix.
5. During drilling, observations of seepage and groundwater will be recorded.
6. Provide an engineer or geologist to log the borings, direct the drilling, record the blow counts from field tests, and handle and store the samples.
7. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by FNI, and review test results. Tests are expected include classification tests (liquid and plastic limits and percent passing the #200 Sieve), moisture contents, and unconfined compression tests.
8. Review subsurface conditions and soil properties found by the field and laboratory work and discuss the implications for design with FNI engineers.

9. Prepare a technical memorandum summary report of the geotechnical investigation presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions. The report will include recommended foundation type(s) and allowable loading for the lift station, lateral earth pressures for below grade walls, and a general discussion of construction issues. Subsurface conditions will be generally characterized along the force main and gravity sewer alignments.

J. SURVEY (By Subconsultant)

1. Locate and verify existing survey control. The work shall include all horizontal and vertical coordinates of the survey. The survey shall use the same coordinate system typically used by the City of Kerrville and compatible with the City's existing survey data. Additionally, the proposed project shall connect to a gravity sewer line designed by another engineering firm. Surveyor shall verify this project's survey coordinate system is compatible with that project. FNI will provide information on other engineering firm's coordinate system to the surveyor. The surveyor is responsible for locating any benchmarks necessary to establish his work in this coordinate system. These benchmarks shall be located at the proposed lift station site and at 1,000 LF spacing along the force main and gravity sewer line.
2. Provide survey data for the following:
 - a) Proposed lift station site: Approximate 300'x300' site; including topography, boundary and ROW.
 - b) Replace Existing Force Main: Survey right-of-way to right-of-way along Jefferson Street to approximately 1,000 linear feet. Survey flow line elevations for two (2) 10" and an 18" existing force mains at tie-in location at lift station site as determined by Engineer and end of force mains at manholes off-site.
 - c) Horizontal Direction Drilling (HDD) area on North and South Side of Guadalupe River: The City owns the property on the north side of the river. An approximate 250'x250' area will need to be surveyed for boring operation. Scope includes writing up to two (2) easements on the north side of the river, including topography, boundary and adjacent ROW.
 - d) Force Main: Approximately 3,200 L.F. of 20-foot wide permanent easement and 20-foot wide temporary construction easement from the lift station site to Hamilton Street. Proposed easement may be paralleling existing easements along the alignment. The force main is expected to be within the Lowry Street ROW (approximately 800LF) until the HDD boring area north of the Guadalupe River. Scope includes topography, a boundary and locating adjacent ROW. Scope includes writing easements as required for the force main for up to 6 parcels.
 - e) Guadalupe River: Survey a 40' wide area across the river including the bottom profile of the river. Scope shall include providing exhibits and writing easements required to obtain permits for crossing the river.
 - f) Gravity Main: Approximately 7,000 L.F. of 40-foot wide permanent easement and 20-foot wide temporary construction easement from the boring area south of the Guadalupe River to the end of the pipeline near the G Street Interceptor, including topography and ROW. Supplement existing water main survey by PD for sewer alignment changes and 100-foot cross sections.
3. Tie in all existing features and structures on the survey. These shall include, but are not limited to: tops of curbs, edges of pavement, bridges, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes), valves, slabs, utility signs and structures, fences, landscaping features, shrubbery, buildings (edges and finished floor), trees greater than ten (10) inches in diameter (include species and diameter), tree canopies, cleanouts, mailboxes, driveways, sidewalks, property pins, utility poles, site equipment, storage tanks (footprint and top), dams (tops and toes), edges of impounded water, floors

of lakes and ponds (by sounding or rodding), and vaults (top, edges and flow line). Indicate the material and type of each item tied in.

4. Research utilities and easements within the project boundaries. Obtain drawings of existing agency and municipal owned utilities and include locations of these utilities in the survey. Provide copies of all existing utility plans to the Engineer in PDF format as they are received.
5. Coordinate utility marking with Dig Tess (level B), conduct survey and locate utilities within the project boundary. Obtain the services of a utility locator service (such as DIGTESS) and coordinate flagging of existing franchise utilities. Tie in the locations of the existing utilities on the survey. Surveyor shall bear all costs for the services of such a locator. The City will provide support for locating existing utilities within the existing lift station site. Subsurface utility exploration (SUE) may be provided by the City as directed by the Engineer. Surveyor shall coordinate with the Engineer and the City to survey SUE utilities, maximum of 4 locations.
6. Provide control staking for the project. Stake the centerline of the alignment at maximum 500' intervals, at PI's, PC's, PT's and beginning and ending of project. If required by FNI, offset the stakes by an amount specified by FNI. On each stake, indicate station number, offset to centerline and required cut or fill to final grade.
7. Provide sufficient ground shots to create one (1) foot contours for the project.
8. Surveyor shall locate proposed geotechnical boring locations and provide required utility locates as indicated above within those areas. There will be approximately 14 geotechnical bores for the project.
9. Where necessary along route, the surveyor shall contact private property owner and attempt to ascertain permission to enter and survey within private properties. If surveyor encounters a hostile property owner, surveyor will consult with FNI and/or the City for directions for resolution.
10. Construction Staking: Provide construction staking for proposed project as specified in Item 2 above. The control staking will be remarked at thirty (30) foot offsets to the points above on each side of the proposed alignment. For each point, wooden stakes shall be installed indicating station number, offset distance to centerline, and grade elevation. Construction staking is expected to be required in 2013. Construction staking for proposed project will be provided at an additional cost. An estimate of that cost can be provided upon approval of plans.
11. Parcels and Field Notes:
 - a) Perform deed, plat and courthouse record research and prepare metes and bounds descriptions, survey parcels and field notes for up to 8 impacted parcels of land for permanent and temporary right-of-way acquisition and for the Guadalupe River Crossing. The descriptions shall each contain drawing Exhibit A and verbal description Exhibit B, in accordance with State surveying standards. Provide FNI with 3 copies each of the descriptions, each with original seal and signature.
 - b) Obtain copies of deeds and easement documents.
 - c) Survey existing property corners, fences and appurtenant property evidence along the alignment route.
 - d) Stake final easement corridor from alignment data.
 - e) Show ownership and adjoiner ownership data for properties along the route.
 - f) Revise parcel descriptions and field notes per comments and final title report.
 - g) Stake all parcels.

- II. ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described basic services, are described as follows:
- A. Design of primary electrical service to the site from the power company.
 - B. Obtaining the services of a SCADA integration subconsultant.
 - C. Identification and evaluation of future wastewater system improvements.
 - D. Updates to wastewater master plan and/or model that are not directly related to this project.
 - E. Environmental services as defined above in Section G. ENVIRONMENTAL EVALUATION AND PERMITTING.
 - F. Design of any modifications to existing lift stations or force mains that might aid in flow equalization.
 - G. Preparation of separate bid packages, i.e. Lift Station Package, Force Main Package, Gravity Sewer Package, etc.
 - H. Preparation of Storm Water Pollution Prevention Plan(s).
 - I. Preparation of construction traffic control plan(s).
 - J. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.
 - K. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
 - L. Providing shop, mill, field or laboratory inspection of materials and equipment.
 - M. Preparing Operation and Maintenance Manuals or conducting operator training.
 - N. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
 - O. Assisting City in claims disputes with Contractor(s).
 - P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications.
 - Q. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this proposal. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this proposal.
 - R. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
 - J. Easement preparation for gravity main.

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

FNI COMPENSATION
LUMP SUM WITH ADDITIONAL WORK BASED ON COST TIMES MULTIPLIER

Basic Services

Compensation to FNI for the Basic Services shall be the lump sum of \$627,783.00. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify City for City's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges below.

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

TASK	COST
Topographic Survey/Easement Acquisition	\$40,480
Geotechnical Analysis	\$34,217
Design Phase	\$446,438
Bid Phase	\$27,412
Construction Contract Administration and Site Visits	\$79,236
Total Basic Services Fee	\$627,783

Schedule of Charges for Additional Work:

Staff Member

Salary Cost Times Multiplier of 2.3

Resident Representative

Salary Cost Times Multiplier of 2.0

Salary Cost is defined as the cost of payroll of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for the time directly chargeable to the project, plus social security contributions, unemployment compensation insurance, retirement benefits, medical and insurance benefits, longevity payments, sick leave, vacation and holiday pay applicable thereto. (Salary Cost is equal to 1.632 times payroll. This factor is adjusted annually).

Other Direct Expenses

Actual Cost Times Multiplier of 1.15

Other direct expenses shall include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

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

PROJECT SCHEDULE

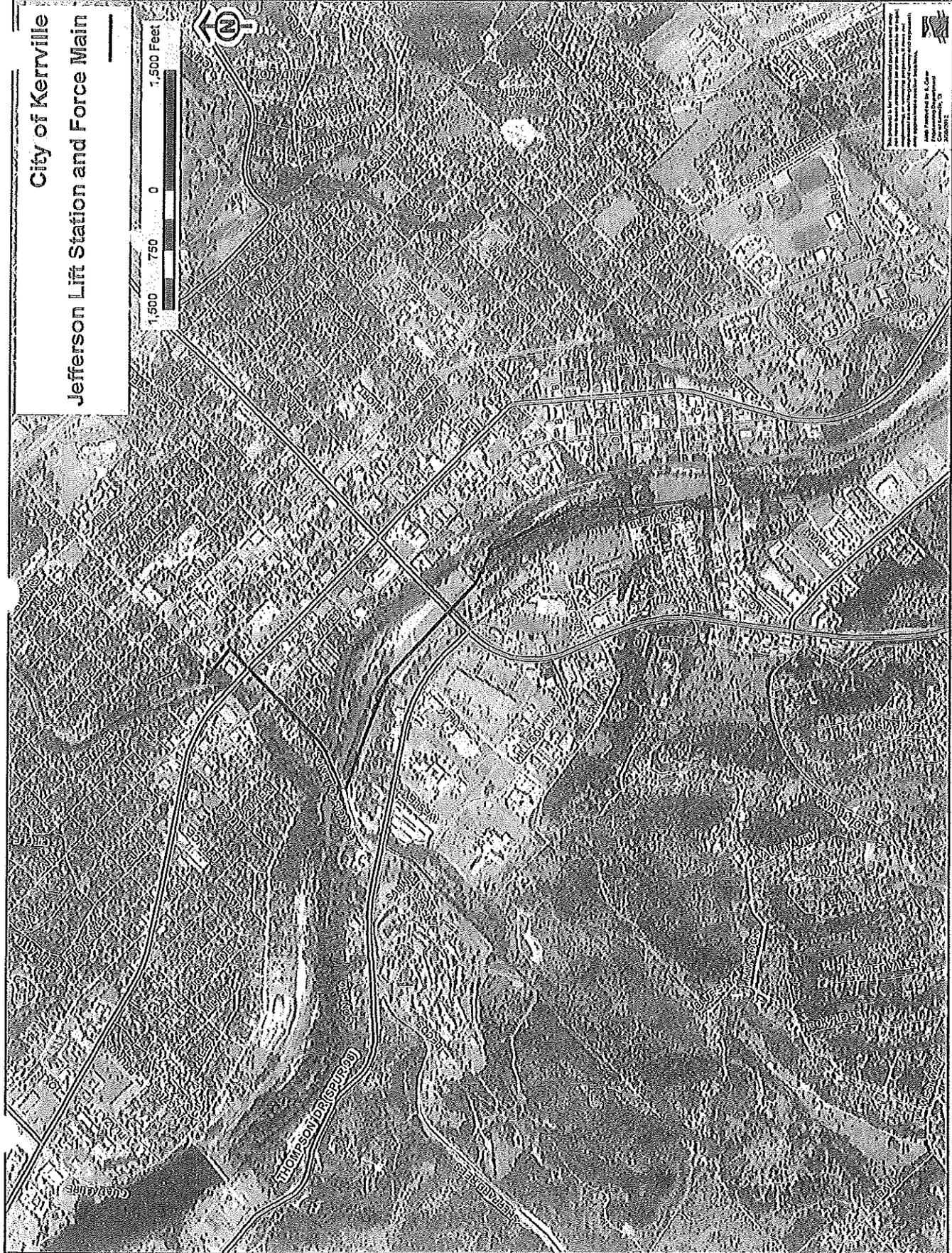
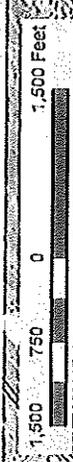
TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Milestone/Deliverable	Calendar Days
Preliminary Design Phase / 30% Schematic Design	60 days following Notice to Proceed
Finalize Preliminary Design Phase Report	15 days following receipt of comments from City
60% Design Phase Submittal	60 days following receipt of comments from City on 30% Design Submittal
90% Design Phase Submittal	90 days following receipt of comments from City on 60% Design Submittal
100% Design Phase Submittal	30 days following receipt of comments from City on 90% Design Submittal
Bid Phase Documents	14 days following receipt of comments from City on 100% Design Submittal
Bid Phase	±60 days for advertisement & contract execution
Construction Phase	390 days (360 days for Construction + 30 days for Preparation of Record Drawings)

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

City of Kerrville

Jefferson Lift Station and Force Main



This project is for information only. It is not intended to be used for any other purpose. The City of Kerrville is not responsible for any errors or omissions in this map. The City of Kerrville is not responsible for any damages or liabilities arising from the use of this map. The City of Kerrville is not responsible for any claims or lawsuits arising from the use of this map. The City of Kerrville is not responsible for any claims or lawsuits arising from the use of this map.

Map Produced by: G. Co. Professional Services, Inc. 2000001

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

ENGINEERING SCOPE OF SERVICES

21-INCH GRAVITY SEWER & RIVERHILL/RIDGEWOOD TRANSMISSION LINE PHASE I

OVERVIEW: As an amendment to the current Jefferson Lift Station scope, FNI will provide a separate bid set for the 7,000 linear feet of 21-inch gravity sewer, including the parallel Riverhill/Ridgewood Transmission Line Phase I (design provided by previous consultant) and archeological survey provided by Prewitt and Associates. FNI will also provide separate bid and construction phase services for this separate bid set. All of the design and coordination aspects of the project are included in the original scope of services for the Jefferson Lift Station Project. Services listed below are additional effort beyond the original scope of work.

PROJECT SCOPE/ASSUMPTIONS:

- A. 21-inch Gravity Sewer
1. Project will utilize FNI standard contract documents and specifications after City review/approval.
 2. Project will be procured using the standard bid process in conformance with City policy and state law. Procurement by other means such as Competitive Sealed Proposal shall be an additional service.
 3. Storm Water Pollution Prevention Plan(s) will be provided by Contractor.
 4. Traffic Control Plan(s) will be provided by the Contractor.
- B. Riverhill/Ridgewood Transmission Line Phase I
1. The City's previous consultant has provided 100% complete signed and sealed plans and specifications for this project.
 2. Project includes:
 - a) Approximately 7,000 LF of 16-inch water transmission main that will parallel FNI's "Jefferson Lift Station, Force and Gravity Main – Phase I" project. (Provided by previous consultant)
 - b) Storm Water Pollution Prevention Plan Design (Provided by previous consultant)
 - c) Technical Specifications for water transmission main (Provided by previous consultant)
 3. FNI will receive the project's original CAD files.
 4. No additional survey will be provided and it is assumed that all survey indicated is accurate.
 5. No revisions, additions or changes are required to acquire easements for the project.
 6. Engineer of Record for the plans and specifications is responsible for the content of the plans and specifications.
 7. FNI will include this project in the project reports as identified in FNI's "Jefferson Lift Station, Force and Gravity Main – Phase I" project.
 8. FNI will provide internal QA/QC for the Construction Phase of the project as identified in FNI's "Jefferson Lift Station, Force and Gravity Main – Phase I" project.
 9. It is understood that minor revisions to the plans and specifications may be required to provide corrections and/or clarifications to create addenda during the bid phase. FNI will make and seal minor modifications to the plans and specifications. Minor modifications include changes and/or clarifications of plan call-outs and technical specifications. Minor modifications do not include and are not limited to any changes that require utility realignments, CAD details or drawings, plan sheet modifications, additional specifications to support the project that were not originally included, etc.

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

A. 90% DESIGN PHASE (\$7,923): FNI shall provide professional services in this phase as follows:

1. Phase Deliverables

- a) Monthly 1-Page Reports.
- b) 90% Design Plans:
 - 1. Five (5) hard copies in 22"x34" (full-size) format.
 - 2. One (1) electronic copy in PDF format.
- c) Design Specifications:
 - 1. Three (3) hard copies.
 - 2. One (1) electronic copy in PDF format.
- d) Updated OPCC for the project.

B. 100% SUBMITTAL (\$5,000): FNI will incorporate any comments made by the City in the 90% design submittal and resubmit a 100% complete submittal for review.

1. Phase Deliverables

- a) 100% Design Plans: One (1) electronic copy in PDF format.
- b) Design Specifications: One (1) electronic copy in PDF format.
- c) Updated OPCC for the project.

C. BID OR NEGOTIATION PHASE (\$11,921): Upon completion of the design services and approval bid drawings and specifications by City, FNI will proceed with the performance of services in this phase as follows:

1. Meetings:

- a) FNI will not attend the prebid meeting or bid opening.

2. Bid Phase Services:

- a) FNI will set up the project on CivCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by the Engineer except as indicated below.
- b) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
- c) The City will tabulate and analyze the bids received and review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
- d) Recommend award of contracts or other actions as appropriate to be taken by the City.
- e) Provide Notice of Award of Contract to the Contractor and provide letter with directions for the execution of the contract documents.
- f) Assist City in the preparation of the Construction Contract Documents.

3. Phase Deliverables:

- a) Bid Sets
 - 1. Provide City two (2) sets of bid documents. (Contract documents and 11"x17" plans)
 - 2. Provide City a CD with bid documents in PDF format.
- b) Conformed Construction Documents
 - 1. For City:
 - a) FNI will provide a letter to the Contractor with directions for contract execution.

- b) Three (3) copies of full size and five (5) copies of half-size conformed construction plans and five (5) copies of the contract documents bound with hard covers for use during construction.
 - c) One (1) electronic copy of conformed construction documents for use during construction.
2. For Construction Contractor:
- a) One (1) copy of conformed construction plans (full size), 2 (2) copies of conformed plans (half size) and two (2) documents bound with hard covers for use during construction.
 - b) One (1) electronic copy of conformed construction documents for use during construction.

Additional sets of documents can be provided as an additional service.

D. CONSTRUCTION PHASE (\$11,498):

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

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

1. Meetings:

- a) FNI will not attend the Pre-Construction Meeting.
- b) No construction site visits are included within this scope.

2. Construction Phase Services:

- a) The City will review all construction submittals. FNI will not provide review of shop drawings, record data and/or other contractor submittals.
- b) FNI will aid the City by providing responses to RFIs and interpreting the drawings and specifications for City and Contractor. The City will contact Pape-Dawson for questions pertaining to the waterline. FNI will not be responsible for coordinating questions from the City and/or Contractor pertaining to the waterline design. Investigations, analyses, and studies for substitutions of equipment and/or materials or deviations from the drawings and specifications are an additional service.
- c) FNI is not responsible for maintaining or monitoring the Contractor for adherence to the Contract and/or specifications.

3. Phase Deliverables:

- a) Project Record Drawings:
 - 1. Two (2) sets of full size plans for both projects.
 - 2. CD with Record Drawings in PDF Format, project survey files, project CAD files in AutoCad or Microstation formats and shapefiles in GIS format if needed.

E. ARCHEOLOGICAL SURVEY (\$54,029 - By Subconsultant)

The scope of work for the archeological survey includes two phases: 1) sewer and gravity main 2) lift station and force main 3) Louise Hays Park Improvements

1. Sewer and Water Main Phase (\$29,238):

The archaeological survey includes 7,000 linear feet along the proposed sewer and water main corridor just south and west of the Guadalupe River in the 100-year floodplain. The north end is immediately north of FM 394 (Francisco Lemos Street) and the south end is immediately south of G Street. The corridor will have a 25-ft-wide permanent easement and an adjacent 20-ft-wide temporary construction easement along private land and a 45-ft-wide construction limit will apply where it crosses city-owned land. The total horizontal Area of Potential Effects (APE) will encompass 7.2 acres. The vertical APE will range from 3.5 to 14.5 ft.

- a) Pre-field efforts will consist of three main tasks:
 - 1. A file search using the Texas Historical Commission's Archeological Sites Atlas to collect information on known sites that could be impacted by the project.
 - 2. Review of existing literature on archeological investigations nearby.
 - 3. Completion of an application for an antiquities permit from the Texas Historical Commission.

- b) After receipt of the permit and private property access provided by the OWNER, field work will be conducted by a two-person crew who will perform intensive survey of the full length and width of the corridor, including:
 - 1. Examination of the ground surface and existing exposures for evidence of archeological remains.
 - 2. Excavation of up to 20 (20) backhoe or trackhoe trenches to search for buried archeological remains.
 - (a) Twenty (20) trenches will be placed at regular intervals along the route to meet the requirements of the Texas Historical Commission's Archeological Survey Standards for Texas.
 - 3. The trenches will be approximately 20 - 25 ft long and 3 ft wide and will be dug to the anticipated depth of disturbance or to bedrock, whichever is shallower.

- c) The survey will identify and document all archeological resources within the project area and existing disturbances and any other factors that could preclude archeological deposits with good contextual integrity. Any archeological materials discovered will be recorded on State of Texas Archeological Site Data Forms for subsequent submittal in TexSite format to the Texas Archeological Research Laboratory. The survey will be conducted under a limited-collection policy in which only temporally diagnostic artifacts (dart points, arrow points, prehistoric ceramics, and diagnostic historic artifacts) will be retained for curation.

- d) Analysis of the information recovered and preparation of a report providing discussions of background research, work accomplished, results of field investigations, and recommendations concerning eligibility for State Archeological Landmark designation and listing in the National Register of Historic Places will be conducted following completion of the fieldwork. The report will meet the requirements of the Council of Texas Archeologists' guidelines and will provide all information required for consultation with regulatory agencies. After receipt of any review comments, the report will be modified as necessary, and a final report will be produced.

2. Lift Station and Force Main Phase (\$10,424):

The archeological survey includes the Jefferson lift station site and 3,300 linear feet along the proposed force main corridor. The corridor starts just south of the Guadalupe River at FM 394 (Francisco Lemos Street), crosses the river, and proceeds generally northeast just west of and along Town Creek. Part of the route will be in existing road right of way; the northern 1,400 ft will have a 20-ft permanent easement and a 20-ft temporary construction easement. The total horizontal Area of Potential Effects (APE) will encompass about 2 acres. The vertical APE will be 5 ft or less.

- a) Pre-field efforts will consist of three main tasks:
 1. A file search using the Texas Historical Commission's Archeological Sites Atlas to collect information on known sites that could be impacted by the project.
 2. Review of existing literature on archeological investigations nearby.
 3. Completion of an application for an antiquities permit from the Texas Historical Commission.

- b) After receipt of the permit and private property access provided by the OWNER, field work will be conducted by a two-person crew who will perform intensive survey of the full length and width of the corridor, including:
 1. Careful examination of the ground surface and existing exposures for evidence of archeological remains.
 2. Excavation of up to ten (10) shovel tests and four (4) backhoe trenches to search for buried archeological remains.
 - (a) The intensity of shovel testing and trenching will conform to the requirements of the Texas Historical Commission's Archeological Survey Standards for Texas.
 - (b) Shovel tests will be 1 ft in diameter and up to 2.5 ft deep.
 - (c) The trenches will be approximately 20 - 25 ft long and 3 ft wide and will be dug to the anticipated depth of disturbance or to bedrock, whichever is shallower.

- c) The survey will identify and document all archeological resources within the project area and existing disturbances and any other factors that could preclude archeological deposits with good contextual integrity. Any archeological materials discovered will be recorded on State of Texas Archeological Site Data Forms for subsequent submittal in TexSite format to the Texas Archeological Research Laboratory. The survey will be conducted under a limited-collection policy in which only temporally diagnostic artifacts (dart points, arrow points, prehistoric ceramics, and diagnostic historic artifacts) will be retained for curation.

- d) Analysis of the information recovered and preparation of a report providing discussions of background research, work accomplished, results of field investigations, and recommendations concerning eligibility for State Archeological Landmark designation and listing in the National Register of Historic Places will be conducted following completion of the fieldwork. The report will meet the requirements of the Council of Texas Archeologists' guidelines and will provide all information required for consultation with regulatory agencies. After receipt of any review comments, the report will be modified as necessary, and a final report will be produced.

3. Louise Hays Park Improvements Phase (\$14,367):

The archeological survey includes the 91-acre Louise Hays and Lehmann and Monroe Parks Redevelopment project in Kerrville, Texas. The project area is just south and west of the Guadalupe River and north and east of Thompson Drive. The two parks are contiguous, with State Highway 16 (Sidney Baker Street) bisecting the north

part. Proposed improvements for the redevelopment include renovation of the large pavilion and barbecue facility, construction of a new amphitheater, construction of a new sprayground with parking, construction of trailheads to the River Trail, improvements to existing parking areas and park roads, improvements to river access for recreation, construction of additional playground and picnic areas, and restroom and utility improvements. Most of these improvements will be in a 20-acre area close to Thompson Drive.

- a) Prefield efforts will consist of three main tasks:
 1. A file search using the Texas Historical Commission's Archeological Sites Atlas to collect information on known sites that could be impacted by the project.
 2. Review of existing literature on archeological investigations nearby.
 3. Completion of an application for an antiquities permit from the Texas Historical Commission.
- b) After receipt of the permit, fieldwork will be conducted by a two-person crew who will perform intensive survey of the full 91-acre project area (minus the 45-ft-wide proposed sewer line corridor that runs through the middle of both parks, and that will be surveyed as a separate project), with a focus on areas where specific ground-disturbing improvements are proposed. Intensive survey will include:
 1. Careful examination of the ground surface and existing exposures for evidence of archeological remains
 2. Excavation of up to 35 shovel tests and backhoe trenches to search for buried archeological remains.
 - (a) It is anticipated that shovel testing will be adequate for subsurface investigation in most of the park, since most proposed improvements will have shallow impacts.
 - (b) Shovel tests will be about 1 ft in diameter and up to 2 ft deep.
 - (c) Backhoe trenching will be used for subsurface investigation where deeper impacts are anticipated (e.g., where the large pavilion and barbecue facility will be renovated, the new amphitheater will be constructed, and the new sprayground and parking lot will be constructed).
 - (d) Trenches will be 20–25 ft long, 3 ft wide, and 3–4 ft deep. The survey will identify and document all archeological resources within the project area and existing disturbances and any other factors that could preclude archeological deposits with good contextual integrity. Any archeological materials discovered will be recorded on State of Texas Archeological Site Data Forms for subsequent submittal in TexSite format to the Texas Archeological Research Laboratory. The survey will be conducted under a limited collection policy in which only temporally diagnostic artifacts (dart points, arrow points, prehistoric ceramics, and diagnostic historic artifacts) will be retained for curation.
- c) Analysis of the information recovered and preparation of a report providing discussions of background research, work accomplished, results of field investigations, and recommendations concerning eligibility for State Archeological Landmark designation and listing in the National Register of Historic Places will be conducted following completion of the fieldwork. The report will meet the requirements of the Council of Texas Archeologists' guidelines and will provide all information required for consultation with regulatory agencies. After receipt of any review comments, the report will be modified as necessary, and a final report will be produced.

16-INCH WATER MAIN SEGMENTS 1A & 1B:

FNI will provide design phase services for the 16-inch Water Main Segments 1A and 1B as a part of a separate contract. Transmission Main contract documents and plans will be bid and constructed as part of the Jefferson Lift Station and Force Main project. FNI will provide one set of contract documents to include both the Lift Station and Force Main and Water Main projects. The contract documents will allow one contractor to be selected for the project or a maximum of two contractors to construct a portion of the contract.

A. BID OR NEGOTIATION PHASE (\$5,681):

1. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
2. Phase Deliverables:
 - a) Conformed Construction Documents:
 - 1) For City:
 - a. Three (3) copies of full size conformed construction plans.
 - b. Five (5) copies of half-size conformed construction plans.
 - 2) For Construction Contractor:
 - a. Three (3) copies of full size conformed construction plans.
 - b. Two (2) copies of half-size conformed construction plans.

B. CONSTRUCTION PHASE (\$13,317):

1. Documentation Management
2. Produce record drawings and construction document records.
3. Phase Deliverables:
 - a) Project Record Drawings:
 3. Two (2) sets of full size plans for both projects.
 4. CD with Record Drawings in PDF Format, project survey files, project CAD files in AutoCad or Microstation formats and shapefiles in GIS format if needed.

CONSTRUCTION STAKING (-\$5,500)

Remove construction staking from the Lift Station, Gravity and Force Main project. All construction staking for the Lift Station, Gravity Main, Force Main, Riverhill/Ridgewood Transmission Line Phase 1, and 16" Water Main Segments 1A & 1B shall be provided by the Contractor.

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

- A. Administering separate construction contracts if two contractors are selected, including the following tasks:
 1. Conformed Documents – Prepare conformed construction documents
 2. Project Documentation – Maintain document tracking system. Manage documentation system including the review and processing of approximately 50 additional submittals including requests for information, record data, certified test reports, and shop drawings, along with additional coordination with contractor
 3. Progress Meetings – Prepare agenda, conduct meeting, prepare minutes on approximately 10 additional meetings
 4. Daily Coordination – Communicate and coordinate with contractor and City as needed to interpret contract documents and address general construction issues
 5. Contract Modifications – Review and evaluate contract modifications
 6. Substantial/Final Completion and Closeout – Conduct substantial and final completion inspections, coordinate close-out activities with contractor, and review as-builts.

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

**FNI COMPENSATION
LUMP SUM WITH ADDITIONAL WORK BASED ON COST TIMES MULTIPLIER**

Basic Services

Compensation to FNI for the Basic Services shall be a not-to-exceed fee of \$103,869. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify City for City's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges below.

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

TASK	COST
Gravity Sewer/Transmission Line Phase I	\$90,371
Design Phase	\$12,923
Bid Phase	\$11,921
Construction Contract Administration	\$11,498
Archeological Survey	\$54,029
16-inch Water Main Segments 1A & 1B	\$18,998
Bid Phase	\$5,681
Construction Phase	\$13,317
Delete Construction Staking	(\$5,500)
Total Basic Services Fee	\$103,869

Schedule of Charges for Additional Work:

Staff Member

Salary Cost Times Multiplier of 2.11

Resident Representative

Salary Cost Times Multiplier of 2.0

Salary Cost is defined as the cost of payroll of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for the time directly chargeable to the project, plus social security contributions, unemployment compensation insurance, retirement benefits, medical and insurance benefits, longevity payments, sick leave, vacation and holiday pay applicable thereto. (Salary Cost is equal to 1.632 times payroll. This factor is adjusted annually).

Other Direct Expenses

Actual Cost Times Multiplier of 1.15

Other direct expenses shall include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Rates for In-house Services

Technology Charge

\$8.50 per hour

Plotter

Bond	\$ 2.50 per plot
Special	\$ 5.00 per plot
Color	\$ 5.75 per plot

Testing Apparatus

Density Meter	\$700.00 per month
Gas Detection	\$ 20.00 per test

Printing

Black and White

\$0.10 per copy

Color

\$0.50 per copy

Binding

\$5.75 per book

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

PROJECT SCHEDULE

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

Milestone/Deliverable	Calendar Days
90% Design Phase Submittal (Gravity Sewer Project)	30 days following receipt of comments from City on 60% Design Submittal
100% Design Phase Submittal (Gravity Sewer Project)	14 days following receipt of comments from City on 90% Design Submittal
Bid Phase Documents (Gravity Sewer and Transmission Line Phase I)	7 days following receipt of comments from City on 100% Design Submittal
Bid Phase (Gravity Sewer and Transmission Line Phase I)	±60 days for advertisement & contract execution
Construction Phase (Gravity Sewer and Transmission Line Phase I)	150 days (120 days for Construction + 30 days for Preparation of Record Drawings)

16-Inch Water Main Segments 1A and 1B schedule shall be per Jefferson Lift Station and Force Main design, bid and construction phase schedule.

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

Agenda Item:

3D. Request for proposals for a formal classification and compensation study, with health and fringe benefits as an add-alternate. (staff)



REQUEST FOR PROPOSAL
Classification & Compensation Study – 2013
Add Alternates:
#1 – Health Benefits
#2 – Fringe Benefits

INTRODUCTION

The City of Kerrville, Texas is requesting proposals for consulting services to conduct a City-wide Classification & Compensation Study with the two add-alternates listed above and as described herein.

The last formal compensation study was completed in May 2006 utilizing twelve benchmark cities determined by the Kerrville City Council and the consultant. The benchmark cities included: Boerne, Cedar Hill, Cleburne, Ennis, Fredericksburg, Georgetown, New Braunfels, San Marcos, Schertz, Seguin, Watauga, and Weatherford.

The City is comprised of the following departments: City Manager's Office, City Attorney's Office, City Secretary's Office, Human Resources, Information Technology, Library, Municipal Court, Finance including Accounting, Purchasing/Budget, Fire, Police, Public Works, Main Street, Parks & Recreation, Engineering, Building Services, and Golf/Tennis. Overall, the City has approximately 307 full-time employees.

Each position within the City has a specific job description outlining the details of the requirements for the position.

Currently, salaries are adjusted by merit increases, step increases, cost of living increases, or across the board increases for employees. There were no pay increases in fiscal year 2011 or 2012. In fiscal year 2013, employees were given a 2.75% across the board increase. Uniformed police and fire employees are on a step plan that has been frozen since fiscal year 2010 but were also given the 2.75% across the board increase in fiscal year 2013.

KERRVILLE PROFILE

Kerrville is an ideal year-round getaway. The climate is pleasant throughout the year, with each season showcased by events and natural beauty.

Kerrville is located in the heart of the Texas Hill Country, and surrounded by majestic rolling hills, the beautiful Guadalupe River, and picturesque trees.

Kerrville is 62 miles northwest of San Antonio on Interstate 10 and covers 21 square miles. The Guadalupe River weaves throughout the community and offers fishing, swimming, canoeing, and camping. Phase I of a new river trail was completed and opened in December 2012.

The population of Kerrville is currently estimated to be 22,423.

PURPOSE AND OBJECTIVES

The purpose of the Classification & Compensation Study is to address changes in City operations and staffing over the last several years, which may have affected the type, scope and level of work being performed. In addition, the change in the economy has affected the City's ability to provide annual raises for employees and therefore we believe some if not most positions are below the market. Salary compression exists among a variety of positions within the City as well.

The objectives are to have a credible Classification & Compensation Plan that recognizes these changes and challenges; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together; provide salaries commensurate with assigned duties; clearly outline promotional opportunities and provide recognizable compensation growth; and provide justifiable pay differential between individual job classes. In addition, the City welcomes recommendations on staff alignments, reporting relationships, and organizational structure.

SCOPE OF WORK

The project shall include, but is not limited to the following activities to be provided by the Consultant:

A. Classification Plan – (See Attachment #1)

1. Meet with staff to discuss and explain study and agree on methodology and processes to be used.
2. Conduct interviews and/or job audits as appropriate. Interviews and/or job audits may be conducted individually or in groups based upon classification.
3. Update and/or create class specifications as needed to uniformly reflect unique characteristics, essential job functions, minimum qualifications, working conditions, license requirements, regulatory requirements, standby/call-out responsibilities, etc., for all classifications.
4. Identify management, supervisory, professional, technical, and general employees and determine/confirm FLSA status.
5. Draft and submit proposed class specifications for review by City. Recommend, if appropriate, classification series and levels within the series (i.e. I/II, Senior/Lead, etc.). In addition, review reporting/organizational structure and make suggestions of any changes.
6. Present proposed class specifications to supervisors for review, and receive and incorporate input prior to classification determination.
7. Finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
8. Identify career ladders/promotional opportunities for each classification.

B. Compensation Survey

1. Determine appropriate public sector cities for compensation survey or utilize current benchmark cities or a combination of both.
2. Conduct salary survey by comparing monthly maximum base salary for each classification.
3. Recommend appropriate salary range for each existing and/or proposed position based on the Classification Plan, the compensation survey results, and internal relationships and equity.
4. Prepare new step plan based on existing City of Kerrville Fire/Police step pay plan and recommend implementation strategy.

C. Study Conclusion

1. Prepare written report of recommendations, including discussion of methods, techniques and data used to develop the Classification & Compensation Plan.
2. Provide information necessary to assist City staff to conduct individual salary audits and adjustments consistent with study methods until the next formal study is conducted.
3. Attend meetings, when requested, throughout the process with employees, the City Manager, the Director of General Operations, and/or the City Council to explain methodology, survey results and recommendations. The consultant should budget to attend a Kerrville City Council meeting and a minimum of four other meetings on-site during the process.

PROPOSAL FORMAT

Each proposal should be organized to clearly address the following minimum requirements:

A. Agents and Address

List the address, email address, telephone and FAX numbers of the office from which the services are to be provided, and designate the person to serve as project manager. Resumes summarizing the qualifications and experience of the individuals who will be conducting the study must be provided.

B. Statement of Methods and Procedures

Provide a statement describing the Scope of Work as you understand it, and describe the approach, means, methods and procedures to be employed to gather the data, analyze findings and develop recommendations as requested.

C. Structure and Content of Work Product

Describe the way in which the work product will be structured and presented upon completion. Include computer and software compatibility information.

D. Work Schedule

Provide a timeline indicating tasks required and the start/completion dates for each. It is expected the work will commence as soon as possible after April 23, 2013, and results will be presented to the Kerrville City Council by the Consultant on June 25, 2013.

E. References

All proposals should include three references. The references will include entity name, address, telephone number, contact person, and email address for which comparable services have recently been rendered.

F. Fee

The fee proposal should include:

1. A total cost estimate and not to exceed amount for the work described under Scope of Work;
2. A rate schedule for computing any extra work not specified in the contracted Scope of Work; and
3. Amount to be deducted from total cost estimate because consultant is conducting (or has conducted in the past six months) salary surveys of comparable jurisdictions/positions, the data from which can be shared rather than independently gathered.

SUBMITTAL

Eight (8) identical copies of the proposal shall be addressed to the City as follows:

**City of Kerrville, 701 Main Street, Kerrville, TX 78028
ATTN: Kimberly Meisner, Director of General Operations
"CLASSIFICATION AND COMPENSATION STUDY PROPOSAL"**

Proposals must be received by the City no later than **3:00 pm on March 19, 2013**. A formal bid opening will not be conducted. Proposals will be opened immediately following the deadline date and submittals will be logged as meeting the deadline. Although proposals may be opened and reviewed prior to the contract award, they will not be disclosed to competing firms or the public until after contract award. Such award will not necessarily be based on the lowest maximum fee proposed.

The City reserves the right to reject any or all proposals and waive any informality as may occur in the proposal process.

AWARD CRITERIA

Proposals will be evaluated on various criteria including, but not limited to:

- Approach to the performance of the study and satisfaction of City requirements.
- Demonstrated professional skills and credentials of staff to be assigned to the study.
- Proposal quality and references.
- Demonstrated understanding and success at working with employees who may not have participated in this type of process.
- Demonstrated ability to communicate well with a variety of people who may have different educational levels and work experience.
- Ability to perform the work within the stated timeframe.
- Overall cost and fees to be charged.

It is anticipated up to three firms will be selected for an interview with the interview panel the week of April 1, 2013. The contract award will be presented to the Kerrville City Council for approval on April 23, 2013.

CORRESPONDENCE REGARDING THE RFP

All questions or requests for information should be submitted to Kimberly Meisner, Director of General Operations via email at: kim.meisner@kerrvilltx.gov

Telephone communication with City staff is not encouraged. It is an explicit provision of this Request for Proposal that any oral communication is not binding on the City's proposal process or award of the contract.

~~~~~  
**TIMELINE:**

|                                                 |                            |
|-------------------------------------------------|----------------------------|
| Council Approval of RFP                         | Tuesday, February 12, 2013 |
| Advertisement KDT #1                            | Friday, February 15, 2013  |
| Advertisement KDT #2                            | Friday, February 22, 2013  |
| Deadline to Submit Proposal                     | Tuesday, March 19, 2013    |
| Top 3 – Interview with Panel in Kerrville       | Monday, April 1-5, 2013    |
| Contract Award by City Council                  | Tuesday, April 23, 2013    |
| Results Presented by Consultant to City Council | Tuesday, June 25, 2013     |

**CITY OF KERRVILLE - FY-2013 POSITIONS**

| <b>DEPARTMENT</b>      | <b>JOB TITLE</b>                        |
|------------------------|-----------------------------------------|
| CITY MANAGER           | CITY MANAGER                            |
| CITY MANAGER           | ASSISTANT CITY MANAGER                  |
| CITY MANAGER           | EXECUTIVE SECRETARY                     |
| CITY ATTORNEY          | CITY ATTORNEY                           |
| CITY ATTORNEY          | ASST. CITY ATTORNEY                     |
| CITY SECRETARY         | CITY SECRETARY                          |
| CITY SECRETARY         | DEPUTY CITY SECRETARY                   |
| HUMAN RESOURCES        | DIRECTOR OF GENERAL OPERATIONS          |
| HUMAN RESOURCES        | HUMAN RESOURCES ANALYST                 |
| HUMAN RESOURCES        | HUMAN RESOURCES ASSISTANT (2)           |
| HUMAN RESOURCES        | RECEPTIONIST                            |
| INFORMATION TECHNOLOGY | DIRECTOR OF INFORMATION TECHNOLOGY      |
| INFORMATION TECHNOLOGY | SYSTEMS ADMINISTRATOR (2)               |
| INFORMATION TECHNOLOGY | TECHNICAL SUPPORT ANALYST (2)           |
| LIBRARY                | LIBRARY DIRECTOR                        |
| LIBRARY                | LIBRARIAN II, PATRON SVCS SUPV          |
| LIBRARY                | LIBRARIAN II, CIRCULATION SVCS SUPV     |
| LIBRARY                | LIBRARIAN II, TECHNICAL SVCS SUPV       |
| LIBRARY                | LIBRARIAN I, REFERENCE                  |
| LIBRARY                | LIBRARY ASSISTANT                       |
| LIBRARY                | LIBRARY TECHNICIAN                      |
| LIBRARY                | LIBRARY CLERK (3)                       |
| LIBRARY                | LIBRARY CLERK (PT/15)                   |
| LIBRARY                | LIBRARY SHELVER (PT/9)                  |
| MUNICIPAL COURT        | MUNICIPAL COURT ADMINISTRATOR           |
| MUNICIPAL COURT        | ASSISTANT MUNICIPAL COURT ADMINISTRATOR |
| MUNICIPAL COURT        | MUNICIPAL COURT DEPUTY CLERK (2)        |
| MUNICIPAL COURT        | CITY MARSHAL                            |
| BUSINESS PROGRAMS      | SPECIAL PROJECTS COORDINATOR            |
| BUSINESS PROGRAMS      | MAIN STREET MANAGER                     |
| FINANCE                | DIRECTOR OF FINANCE                     |
| FINANCE                | ASSISTANT DIRECTOR OF FINANCE           |
| FINANCE                | BUDGET/PURCHASING MANAGER               |
| FINANCE                | ACCOUNTING CLERK/PAYABLES               |
| FINANCE                | ACCOUNTING CLERK/RECEIVABLES            |
| FINANCE                | FINANCIAL ANALYST                       |
| WATER RECORDS          | METER TECHNICIAN SUPERVISOR             |
| WATER RECORDS          | SENIOR METER TECHNICIAN                 |
| WATER RECORDS          | METER INVENTORY TECHNICIAN              |
| WATER RECORDS          | METER TECHNICIAN                        |
| WATER RECORDS          | UTILITY BILLING COORDINATOR (2)         |
| WATER RECORDS          | UTILITY CLERK                           |
| GARAGE                 | GARAGE SUPERINTENDENT                   |

|                      |                                            |
|----------------------|--------------------------------------------|
| GARAGE               | HEAVY EQUIPMENT MECHANIC (2)               |
| GARAGE               | MECHANIC                                   |
| POLICE               | POLICE CHIEF                               |
| POLICE               | CAPTAIN (2)                                |
| POLICE               | LIEUTENANT (2)                             |
| POLICE               | DETECTIVE (2)                              |
| POLICE               | INVESTIGATOR (SPECIAL CRIME UNIT) (6)      |
| POLICE               | EVIDENCE OFFICER                           |
| POLICE               | COMMUNITY SERVICE OFFICER                  |
| POLICE               | SCHOOL RESOURCE OFFICER (2)                |
| POLICE               | ADMINISTRATIVE CLERK - PROP. EVIDENCE UNIT |
| POLICE               | PATROL OFFICER (27)                        |
| POLICE               | TELECOMMUNICATIONS SPECIALIST (10)         |
| POLICE               | ADMINISTRATIVE ASSISTANT                   |
| POLICE               | COMMUNICATIONS MANAGER                     |
| POLICE               | ADMINISTRATIVE RECORDS CLRK PD (2)         |
| POLICE               | ADMINISTRATIVE SUPPORT SPECIALIST          |
| POLICE               | SUPERVISOR OF RECORDS                      |
| POLICE               | ADMINISTRATIVE ASSISTANT                   |
| POLICE               | SERGEANT (9)                               |
| FIRE                 | FIRE CHIEF                                 |
| FIRE                 | ASSISTANT FIRE CHIEF                       |
| FIRE                 | BATTALION CHIEF (3)                        |
| FIRE                 | LIEUTENANT (12)                            |
| FIRE                 | DRIVER (15)                                |
| FIRE                 | FIREFIGHTER/EMT (4)                        |
| FIRE                 | FIREFIGHTER/PARAMEDIC (12)                 |
| FIRE                 | ADMINISTRATIVE ASSISTANT - FIRE            |
| FIRE MARSHAL         | FIRE MARSHAL                               |
| FIRE MARSHAL         | FIRE INSPECTOR                             |
| EMS                  | EMS COORDINATOR                            |
| EMS                  | PARAMEDIC ONLY                             |
| EMS                  | EMS BILLING CLERK                          |
| EMS                  | EMS BILLING SPECIALIST                     |
| EMS                  | FIREFIGHTER/EMT (3)                        |
| EMS                  | FIREFIGHTER/PARAMEDIC (14)                 |
| EMS                  | TRANSFER TECH - EMT (3)                    |
| EMS                  | TRANSFER TECH - PARAMEDIC (3)              |
| EMS                  | TRANSFER TECH - TEMPORARY (6)              |
| ENGINEERING          | DIRECTOR OF ENGINEERING & PLANNING         |
| ENGINEERING          | SENIOR ENGINEERING TECHNICIAN              |
| ENGINEERING          | CONSTRUCTION INSPECTOR (3)                 |
| DEVELOPMENT SERVICES | DIRECTOR OF DEVELOPMENT SERVICES           |
| DEVELOPMENT SERVICES | SENIOR PLANNER                             |
| DEVELOPMENT SERVICES | ADMINISTRATIVE ASSISTANT                   |

|                          |                                           |
|--------------------------|-------------------------------------------|
| INSPECTION               | DIRECTOR OF BUILDING SERVICES             |
| INSPECTION               | BUILDING INSPECTOR (2)                    |
| INSPECTION               | ASST BUILDING OFFICIAL                    |
| INSPECTION               | PERMIT TECHNICIAN                         |
| COMPLIANCE CENTER        | HEALTH SPECIALIST                         |
| COMPLIANCE CENTER        | COMPLIANCE COORDINATOR                    |
| PARKS MAINTENANCE        | DIRECTOR OF PARKS AND RECREATION          |
| PARKS MAINTENANCE        | SUPT OF PARK OPERATIONS & FACILITIES      |
| PARKS MAINTENANCE        | CREW LEADER (3)                           |
| PARKS MAINTENANCE        | MAINTENANCE WORKER (6)                    |
| PARKS MAINTENANCE        | EQUIPMENT OPERATOR (2)                    |
| PARKS MAINTENANCE        | PARKS MAINTENANCE WORKER (SEASONAL) (2)   |
| PARKS MAINTENANCE        | BUILDING MAINTENANCE WORKER/CUSTODIAN (3) |
| RECREATION               | PARKS & RECREATION MANAGER                |
| KERRVILLE-SCHREINER PARK | PARKS SUPERVISOR                          |
| KERRVILLE-SCHREINER PARK | LEAD PARK RANGER                          |
| KERRVILLE-SCHREINER PARK | PARK RANGER (3)                           |
| KERRVILLE-SCHREINER PARK | OFFICE MANAGER                            |
| KERRVILLE-SCHREINER PARK | OFFICE CLERK                              |
| GOLF COURSE MAINTENANCE  | GOLF COURSE MAINTENANCE SUPT              |
| GOLF COURSE MAINTENANCE  | IRRIGATION SPECIALIST                     |
| GOLF COURSE MAINTENANCE  | MECHANIC                                  |
| GOLF COURSE MAINTENANCE  | GROUNDSKEEPER (5)                         |
| GOLF PRO SHOP            | GENERAL MANAGER OF GOLF/TENNIS            |
| GOLF PRO SHOP            | LEAD PRO SHOP ATTENDANT                   |
| GOLF PRO SHOP            | PRO SHOP ATTENDANT                        |
| GOLF PRO SHOP            | ATTENDANT (PT/20) (6)                     |
| PUBLIC WORKS             | DIRECTOR OF PUBLIC WORKS                  |
| PUBLIC WORKS             | STREET/SOLID WASTE DIVISION MANAGER       |
| PUBLIC WORKS             | ASST STREET/SOLID WASTE DIVISION MANAGER  |
| PUBLIC WORKS             | FIELD SUPERINTENDENT                      |
| PUBLIC WORKS             | TRAFFIC CONTROLS TECHNICIAN               |
| PUBLIC WORKS             | CREW LEADER (2)                           |
| PUBLIC WORKS             | HEAVY EQUIPMENT OPERATOR (3)              |
| PUBLIC WORKS             | LIGHT EQUIPMENT OPERATOR (5)              |
| PUBLIC WORKS             | ADMINISTRATIVE SECRETARY                  |
| RECYCLING                | SOLID WASTE SUPERVISOR                    |
| RECYCLING                | RECYCLING WORKER (4)                      |
| UTILITY ADMINISTRATION   | WATER/WASTEWATER DIVISION MANAGER         |
| UTILITY ADMINISTRATION   | ASST WATER/WASTEWATER DIVISION MANAGER    |
| UTILITY ADMINISTRATION   | PROJECT ENGINEER                          |
| UTILITY ADMINISTRATION   | SECRETARY UTILITY ADMIN.                  |
| WATER PRODUCTION         | WATER PRODUCTION SUPERINTENDENT           |
| WATER PRODUCTION         | WATER PRODUCTION SPECIALIST               |
| WATER PRODUCTION         | WP MAINTENANCE TECHNICIAN (2)             |

|                             |                                      |
|-----------------------------|--------------------------------------|
| WATER PRODUCTION            | WP OPERATOR I (2)                    |
| WATER PRODUCTION            | WP OPERATOR II (5)                   |
| UTILITY CONSTRUCTION        | UTILITY CONSTRUCTION SUPERVISOR      |
| UTILITY CONSTRUCTION        | CREW LEADER (3)                      |
| UTILITY CONSTRUCTION        | DISTRIBUTION/COLLECTION OPERATOR (5) |
| UTILITY INFORMATION SYSTEMS | GIS/GPS COORDINATOR                  |
| WATER RECLAMATION           | WATER RECLAMATION SUPERINTENDENT     |
| WATER RECLAMATION           | WATER RECLAMATION CHIEF OPERATOR     |
| WATER RECLAMATION           | WR INSPECTION TECHNICIAN II          |
| WATER RECLAMATION           | WR MAINTENANCE TECHNICIAN (2)        |
| WATER RECLAMATION           | WR OPERATOR I (6)                    |
| WATER RECLAMATION           | WR OPERATOR II (2)                   |
| WATER RECLAMATION           | WR TECHNICIAN                        |
| UTILITIES LABORATORY        | LABORATORY MANAGER                   |
| UTILITIES LABORATORY        | LABORATORY ANALYST                   |
| UTILITIES LABORATORY        | PRETREATMENT TECHNICIAN              |
| UTILITIES LABORATORY        | LABORATORY ASSISTANT                 |

## **Add Alternate #1**

### **Health Benefits**

#### **PURPOSE**

The purpose of the Health Benefits survey is to ensure the City of Kerrville offers a comparable or enhanced health benefits package at an affordable cost to our employees.

#### **SCOPE OF WORK**

All Health Benefits will be surveyed. These include:

- Medical
- Dental
- Vision
- Life & AD&D
- Voluntary Life & AD&D
- Short Term Disability
- Long Term Disability
- Retirement

#### **GUIDELINES**

- Proposal Format, Submittal, Award Criteria, Correspondence Regarding the RFP, and Timeline is the same as in the Classification and Compensation Study.

## **Add Alternate #2**

### **Fringe Benefits**

#### **PURPOSE**

The purpose of the Fringe Benefits survey is to ensure the City of Kerrville offers a comparable or enhanced fringe benefits package cost to our employees.

#### **SCOPE OF WORK**

All Fringe Benefits will be surveyed. These include:

- Holidays
- Vacation
- Sick Leave
- Funeral Leave
- Jury Duty or Witness Duty Leave
- Administrative Leave
- Personal Leave of Absence
- Tuition Reimbursement

#### **GUIDELINES**

- Proposal Format, Submittal, Award Criteria, Correspondence Regarding the RFP, and Timeline is the same as in the Classification and Compensation Study.

### History of Merit, Pay Grade Adjustments & Cost of Living Adjustments

| GENERAL GOVERNMENT                                                                                                                         |       |                       |               |       |       |       |      |      |      |  |  |       |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------------------|---------------|-------|-------|-------|------|------|------|--|--|-------|
|                                                                                                                                            | FY05  | FY06                  | FY07          | FY08  | FY09  | FY10  | FY11 | FY12 | FY13 |  |  |       |
| General Government Pay Grade Adjustment - Effective October 1 of Fiscal Year ( <i>Only affects employees at entry level of pay grade</i> ) | 2.00% | N/A                   | 3.00%         | 3.00% | N/A   | 2.00% | N/A  | N/A  | N/A  |  |  |       |
| Average Merit Increase - Effective April 1 of Fiscal Year                                                                                  | 2.50% | Transitional Increase | 2-4% (Tenure) | 3.00% | 3.00% | 3.00% | N/A  | N/A  | N/A  |  |  |       |
| Across the Board - General Government Pay Increase                                                                                         | N/A   | N/A                   | N/A           | N/A   | N/A   | N/A   | N/A  | N/A  | N/A  |  |  | 2.75% |
| Cost of Living Adjustment (COLA) - Effective October 1 of Fiscal Year                                                                      | N/A   | 3.00%                 | 2.55%         | N/A   | N/A   | N/A   | N/A  | N/A  | N/A  |  |  | N/A   |
| PUBLIC SAFETY                                                                                                                              |       |                       |               |       |       |       |      |      |      |  |  |       |
|                                                                                                                                            | FY05  | FY06                  | FY07          | FY08  | FY09  | FY10  | FY11 | FY12 | FY13 |  |  |       |
| Fire/Police Step Pay Plan Adjustment - Effective October 1 of Fiscal Year                                                                  | 2.00% | N/A                   | 4.00%         | 3.00% | N/A   | 2.00% | N/A  | N/A  | N/A  |  |  | 2.75% |
| Fire/Police Automatic Step Increases (Based on Tenure and Effective on Anniversary Date)                                                   | 2.50% | 0-3.99%               | N/A           | 4.00% | 4.00% | 4.00% | N/A  | N/A  | N/A  |  |  | N/A   |
| Cost of Living Adjustment (COLA) - Effective October 1 of Fiscal Year                                                                      | N/A   | 3.00%                 | 2.55%         | N/A   | N/A   | N/A   | N/A  | N/A  | N/A  |  |  | N/A   |

May 2006 - Formal Compensation Study Completed By Ray Associates, Inc. - Public Safety Employees received a 0-3.99% transitional pay increase effective in July 2006. General Government Employees with compression issues received a variable increase effective July 2006.

## **Agenda Item:**

3E. Professional services agreement with Freese and Nichols, Inc. to provide professional engineering design services for design of the Riverhill/Ridgewood storage tank transmission line in an amount not to exceed \$210,733.00. (staff)



obligations efficiently, promptly or with diligence. Although Pape-Dawson claimed to have provided the City with approximately 60% plans, it has been determined that much of the provided work is inadequate and unusable by the prospective new design consultant, Freese and Nichols, and unfortunately will require some degree of redundancy in their design process. Specifically, the amount of provided survey work was inadequate for an effective design and requires that new survey work be performed to obtain the needed information to complete the design; the geotechnical requirements for design of the water main, which includes design and construction of a retaining wall along Thompson Drive, were not addressed by the original design consultant; and the design which was completed and turned over to the City is inadequate in terms of serving as an effective construction document for bidding purposes, requiring nearly complete redesign and production of construction documents.

### **RECOMMENDED ACTION**

The Director of Engineering recommends the City Council authorize the City Manager to execute a Professional Services Agreement with Freese and Nichols, Inc. to provide professional engineering design services for Design of the Riverhill/Ridgewood Storage Tank Transmission Line in an amount not to exceed \$210,733.00.

**Professional Engineering Services Agreement**

**Between**

**Freese and Nichols, Inc., and City of Kerrville**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 701 Main Street, Kerrville, Texas, 78028, hereinafter referred to as "CLIENT", and Freese and Nichols, Inc.; with its offices located at 4040 Broadway, Suite 600, San Antonio, Texas 78209, hereinafter referred to as "ENGINEER", for the performance of professional engineering services in consideration of the following terms, conditions, and agreements:

**PART I. SERVICES**

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

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

**PART II. CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

### PART III. WORK ORDER AMENDMENTS

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

PART IV. COMPENSATION

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

PART V. PAYMENTS

ENGINEER will invoice CLIENT in accordance with the terms and conditions as set forth in **Exhibit A**. CLIENT agrees to promptly pay ENGINEER at its office located at 4055 International Plaza, Suite 200, Fort Worth, Texas 76109, the full amount of each such invoice upon receipt. In no event shall ENGINEER's failure to invoice constitute a default under the terms and conditions of this Agreement.

PART VI. INSURANCE

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

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

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

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

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

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

B. ACTIONS ON TERMINATION

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

C. COMPENSATION PAYABLE ON TERMINATION

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

PART VIII. MISCELLANEOUS

A. REUSE OF DOCUMENTS

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

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

B. OPINION OF COST

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

C. TRENCH SAFETY DESIGN

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

D. LATE PAYMENT

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

E. ATTORNEY'S FEES

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

F. PERIOD OF SERVICE

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

G. CONSTRUCTION OBSERVATION

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

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

H. SALES AND USE TAXES

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

I. SUCCESSORS AND ASSIGNS

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

J. CONTROLLING LAW; VENUE

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

K. SEVERABILITY AND WAIVER

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

L. EXTENT OF AGREEMENT

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

M. AMENDMENTS

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF KERRVILLE

FREESE & NICHOLS, INC.

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

BY: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

ATTEST:

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

APPROVED AS TO FORM:

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

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

**ENGINEERING SCOPE OF SERVICES  
16-INCH TRANSMISSION MAIN**

**OVERVIEW:**

The City of Kerrville has a waterline project with the design partially complete. Freese and Nichols, Inc. (FNI) will complete the design of the project for the project as indicated below. The bid and construction phase for this project will be completed as part of the Jefferson Lift Station, Gravity and Force Main Project.

**16" WATER MAIN SEGMENTS 1A & 1B (DESIGN PHASE TOTAL \$138,008)**

**SUBCONSULTANTS:**

- A. Surveyor – MDS Land Surveying Company, Inc.
- B. Geotechnical Drilling – Austin Geo-Logic
- C. Geotechnical Testing Lab – TRI Environmental

**PROJECT SCOPE/ASSUMPTIONS:**

- A. The City's previous consultant has provided partially completed plans for the project indicating alignments, utilities and some survey.
- B. Project includes:
  - 1. Design of approximately 6,500 LF of 16-inch water transmission main from the City's WTP to SH-394 at which point the project will end and connect to the "Riverhill/Ridgewood Transmission Line Phase I" project.
    - a. Approximately 2,232 LF of water transmission main shall be within the TxDOT ROW on Thompson Road (SH-Spur 98).
    - b. Design includes approximately 700 LF of retaining wall within the TxDOT ROW as required to allow horizontal clearance from roadway for utility installation.
    - c. Design includes approximately 3,550 LF of water transmission main to be installed in proposed 20-foot/variable width utility easement parallel to Thompson Road (SH-Spur 98) and Francisco Lemos (SH-394).
    - d. Design shall include basic horizontal alignment of future 8-inch force main/gravity sewer for the future Eckard Lift Station on plans. Force main design is not included and will not be indicated in the profiles.
  - 2. Design of approximately 5,000 LF of 16-inch potable water transmission main from the end of the "Riverhill/Ridgewood Transmission Line Phase I" project to the Riverhills Pump Station.
    - a. Design includes approximately 1,600 LF of water main to be installed in a utility easement provided by LNV Engineering.
    - b. Design includes constructing approximately 3,400 LF of water transmission main installed within existing easements to the Riverhills Pump Station.
- C. Design:
  - 1. FNI will provide one alternate bid item for pipe material, if required by the City.
  - 2. FNI will receive the project's original CAD files for the project from the City.
  - 3. FNI will utilize FNI standard specifications with City review/approval. Preparation of contract

- documents shall be included in the Jefferson Lift Station, Gravity and Force Main Project.
4. LNV will provide survey and easement documentation in AutoCAD for water transmission main paralleling proposed gravity sewer.
  5. Storm Water Pollution Prevention Plan(s) will be provided by the Contractor.
  6. Traffic Control Plan(s) will be provided by the Contractor.
  7. Utility profiles will not be provided unless required for permitting.
  8. The City will help support the acquisition of Rights of Entry for survey and geotechnical investigations.
  9. The current water alignment indicated in the City's previous consultant's plans is assumed to be accurate and any effort required to evaluate alternative alignments, provide additional survey or easement acquisition or design changes due to alignment changes is an additional service.

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

**A. PROJECT MANAGEMENT**

1. The effort required for these tasks are based on the project duration indicated in this scope.
  - a. Monthly invoicing: FNI will prepare and submit monthly invoices to the City for payment in accordance with the attached Exhibit B.
  - b. 1-Page Monthly Reports: FNI will prepare and submit monthly status reports to the City with FNI's monthly invoice. Monthly status reports will comprise a one page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
2. Prepare subconsultant agreements:
  - a. Surveyor – MDS Land Surveying Company, Inc.
  - b. Geotechnical Drilling – Austin Geo-Logic
  - c. Geotechnical Testing Lab – TRI Environmental
3. Quality Assurance (QA)/Quality Control (QC): FNI will develop and implement a QA/QC plan for the work. Elements of the QA/QC plan will include the following:
  - a. FNI will develop a Quality Control and Assurance Plan that will identify scheduled reviews of project deliverables, and individuals responsible for review.
  - b. FNI will implement the quality control plan developed in the prior task, then monitor and document implementation of the QC plan through project completion. Implementation will include:
    1. Internal checks of deliverables prior to delivery to City.
    2. Checks of subconsultant-prepared materials prior to delivery to City.
  - c. FNI shall prepare for and conduct the following QC reviews:
    1. 60% Design Quality Control Review.
    2. 90% Design Quality Control Review.
    3. Constructability Quality Control Review.
  - d. FNI will implement a Quality Assurance Review plan where senior FNI staff will meet with project staff and verify that FNI quality control guidelines and the project-specific quality control plans are being implemented.
  - e. FNI shall prepare for and conduct the following QA reviews:
    1. Interim Quality Assurance Review
    2. Midpoint Quality Assurance Review
    3. Final Quality Assurance Review

- B. 60% DESIGN PHASE:** FNI shall provide professional services in this phase as follows:
1. Geotech Investigation  
Provide geotechnical investigation services required to complete the design of the water transmission main and retaining walls as indicated below.
  2. Survey  
Surveyor will initiate survey and begin preparation of required easement documentation as indicated below.
  3. Environmental Evaluation and Permitting  
Provide environmental services required to complete the project as indicated below.
  4. Data Collection:  
Collect existing record drawings and other available information for the project from the City and other entities.
  5. Utility Coordination and Permitting:
    - a. Coordinate with the utility companies for any necessary relocations/adjustments that may be required and indicate on the preliminary plans.
    - b. Coordinate with TxDOT for permitting and design requirements for the water transmission main and retaining wall.
  6. Structural Design and Evaluation of Retaining Walls
    - a. FNI will design approximately 700 LF of retaining wall per TxDOT standards adjacent to Thompson Road (SH-Spur 98). FNI will coordinate with TxDOT for design reviews and incorporate TxDOT comments into the design.
    - b. FNI will evaluate one (1) existing retaining wall located on the edge of an existing easement along the proposed water transmission main alignment, approximately 400 LF west of the Riverhills Pump Station. FNI will provide a memo discussing the existing integrity of the wall, anticipated impact of construction and recommendations for protection, if required. Design of any protection and/or shoring for the wall is an additional service.
  7. Meetings/Site Visits: FNI will provide meeting agendas, site visit memos and meeting minutes for the following meetings:
    - a. Project Kickoff Meeting with City
    - b. Project Kickoff Meeting with Surveyor
    - c. FNI Internal Project Kickoff Meeting
    - d. Site Visit for data collection. Maximum of 1.
    - e. Site Visit for evaluation of existing retaining wall. Maximum of 1.
    - f. 60% Design Workshop to discuss comments made on the 60% design submittal.
    - g. Meeting with TxDOT for structural design of retaining wall. Maximum of 1.
  8. Phase Deliverables
    - a. Monthly 1-Page reports
    - b. Geotechnical report
    - c. Project survey
    - d. Memo concerning existing retaining wall
    - e. Environmental memo
    - f. 60% design plans:
      1. Five (5) hard copies in 22"x34" (full-size) format
      2. One (1) electronic copy in PDF format
      3. One (1) electronic files in ACAD format
    - g. List of project specifications

Opinion of Probable Construction Cost (OPCC) for the project

- C. **90% DESIGN PHASE:** FNI shall provide professional services in this phase as follows:
1. Utility Coordination and Permitting:
    - a. Continue coordination with the utility companies for any necessary relocations/adjustments that may be required and indicate on the preliminary plans.
    - b. Continue coordination with TxDOT for permitting and design requirements.
  2. Survey:

Provide easement documentation, as required.
  3. Meetings: FNI will provide meeting agendas, site visit memos and meeting minutes for the following meetings:
    - a. 90% Design Workshop to discuss comments made on the 90% design submittal.
    - b. Meeting with TxDOT for structural design of retaining wall. Maximum of 1.
  4. Phase Deliverables
    - a. Monthly 1-Page reports
    - b. 90% Design Plans:
      - 1) Five (5) hard copies in 22"x34" (full-size) format
      - 2) One (1) electronic copy in PDF format
      - 3) One (1) electronic files in ACAD format
    - c. 90% Design Specifications:
      - 1) Three (3) hard copies.
      - 2) One (1) electronic copy in PDF format.
    - b. Updated OPCC for the project.
- D. **100% Submittal (Bid Sets):** FNI will incorporate any comments made by the City in the 90% design submittal and resubmit 100% complete bid sets to be used by FNI for bid purposes. Contract documents and specifications shall be included in Jefferson Lift Station, Gravity and Force Main Project.
1. Phase Deliverables
    - a. Two (2) 11x17 Bid Plans
    - b. One (1) electronic copy in PDF format
    - c. Updated OPCC for the project
- E. **ENVIRONMENTAL EVALUATION AND PERMITTING (\$5,067)**
1. This scope assumes that the project can be designed and authorized under the terms and conditions of Nationwide Permit (NWP) 12, *Utility Line Activities*, or other NWP, without a pre-construction notification. FNI proposes the following scope of services to address these requirements:
    - a. Compile Information - Assemble data such as aerial photos, ROW limits, and alignments in digital format for use in GPS data logger. Create Data Dictionary for GPS data logger for data collection. Print paper maps and CAD drawings as necessary for field work.
    - b. Conduct site visit for water transmission main alignment and other project features - FNI environmental scientists will conduct a site visit to make observations along the proposed routes in order to document existing conditions (environment) and assess project impacts. The presence and locations of waters of the U.S., including wetlands; potential threatened/endangered species habitat; and vegetation cover types will be identified in the proposed ROW.

- c. Consult with Texas Historical Commission - FNI will prepare a letter to the Texas Historical Commission describing the project and requesting the Committee's review.
- d. Prepare Technical Memorandum - FNI will prepare a technical memorandum documenting the results of the field study including preliminary jurisdictional determination forms, wetland delineation data forms, photos, GPS information, and an opinion on the Section 404 permitting requirements, as required. FNI will then recommend what, if any, additional studies are needed and a proposed course of action needed to get the project authorized under a Section 404 permit.

**F. GEOTECHNICAL INVESTIGATION (\$30,019)**

1. Coordinate field activities with the City and/or TxDOT for site access to the proposed retaining wall along Thompson Drive and Segment 1A, and the existing short masonry retaining wall located along Segment 1B.
2. Contact the City and the Texas One Call System to locate buried utilities within existing easements and right-of-ways.
3. Drilling will occur along the shoulder of the existing roadway. FNI will subcontract with a traffic control contractor to provide traffic control during drilling. Traffic control is expected to require closure of the shoulder with appropriate signage and traffic control devices for a period of one day.
4. FNI will subcontract with a drilling contractor to provide:
  - a. Four (4) borings to a depth of 30 feet along the toe of new reinforced soil or anchored retaining wall.
  - b. Two (2) borings to a depth of 50 feet along the heel of new reinforced soil or anchored retaining wall (this assumes that the City will provide access to the crest of the existing bluff from the private gate approximately 200 feet west of the Kerrville WTP entrance).
5. During truck-mounted drilling, obtain soil samples for testing using either 3-inch diameter Shelby tubes or a 2-inch diameter split-barrel sampler, as appropriate for the soils encountered. Collect rock samples with a NX-size core barrel. In areas where rock core is not collected or recovery is poor, perform Texas Cone Penetrometer (TCP) tests. Backfill borings with cuttings and plug the upper foot of each boring with quick-setting concrete mix. Disturbed samples will be collected for the hand-auger borings.
6. During drilling, observations of seepage and groundwater will be recorded.
7. Provide an engineer or geologist to log the borings, direct the drilling, record the blow counts from field tests, and handle and store the samples.
8. Select samples for laboratory testing, assign tests, deliver samples to a subcontract laboratory selected by FNI, and review test results. Tests are expected include classification tests (liquid and plastic limits and percent passing the #200 Sieve), moisture contents, and unconfined compression tests. Testing may also include direct shear testing if considered appropriate for the proposed retaining wall analysis.
9. Review subsurface conditions and soil properties determined by the field and laboratory work and discuss the implications for design with FNI engineers.
10. Prepare a technical memorandum summary report of the geotechnical investigation presenting the boring locations, boring logs, lab test results and a discussion of general subsurface conditions. Recommendations will be provided for use during the design of the retaining wall system, for either a reinforced soil or anchored retaining wall system. The report will also

present a summary of surface observations of the existing masonry retaining wall for Segment 1B.

**G. SURVEY (By Subconsultant) (\$37,639)**

**1. Meetings**

Surveyor will attend up to two (2) meetings with Freese and Nichols and the City of Kerrville to establish and verify the limits of the survey, as well as to discuss any special project issues.

**2. General Survey Scope**

- a. Tie in all existing features and structures on the survey. These shall include, but are not limited to: tops of curbs, edges of pavement, bridges, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes), valves, slabs, utility signs and structures, fences, landscaping features, shrubbery, buildings (edges and finished floor), trees greater than ten (12) inches in diameter (include species and diameter), tree canopies, cleanouts, mailboxes, driveways, sidewalks, property pins, utility poles, site equipment, storage tanks (footprint and top), dams (tops and toes), edges of impounded water, floors of lakes and ponds (by sounding or rodding), and vaults (top, edges and flow line). Indicate the material and type of each item tied in.
- b. Research utilities and easements within the project boundaries. Obtain drawings of existing agency and municipal owned utilities and include locations of these utilities in the survey. Provide copies of all existing utility plans to the Engineer in PDF format as they are received.
- c. Coordinate utility marking with Dig Tess (level B), conduct survey and locate utilities within the project boundary. Obtain the services of a utility locator service (such as DIGTESS) and coordinate flagging of existing franchise utilities. Tie in the locations of the existing utilities on the survey. Surveyor shall bear all costs for the services of such a locator. The Owner will provide support for locating existing utilities within the existing lift station site. Subsurface utility exploration (SUE) may be provided by the City as directed by the Engineer. Surveyor shall coordinate with the Engineer and the Owner to survey SUE utilities, maximum of 4 locations.
- d. Provide control staking for the project. Stake the centerline of the alignment at maximum 250' intervals, at PI's, PC's, PT's and beginning and ending of project. If required by FNI, offset the stakes by an amount specified by FNI. On each stake, indicate station number, offset to centerline and required cut or fill to final grade.
- e. Provide sufficient ground shots to create one (1) foot contours for the project.
- f. Where necessary along route, the surveyor shall contact private property owners and attempt to ascertain permission to enter and survey within private properties. If surveyor encounters a hostile property owner, surveyor will consult with FNI and/or the City of Kerrville for directions for resolution.

**3. Parcels and Field Notes**

- a. Perform deed, plat and courthouse record research and prepare metes and bounds descriptions, survey parcels and field notes for up to 12 possible impacted parcels of land for permanent and temporary right-of-way acquisition. The descriptions shall each contain drawing Exhibit A and verbal description Exhibit B, in accordance with State surveying standards. Provide FNI with 3 copies each of the descriptions, each with original seal and signature.
- b. Obtain copies of deeds and easement documents.

- c. Survey existing property corners, fences and appurtenant property evidence along the alignment route.
  - d. Stake Final easement corridor from alignment data.
  - e. Show ownership and adjoiner ownership data for properties along the route.
  - f. Revise parcel descriptions and field notes per comments and final title report.
  - g. Stake all parcels.
4. Deliverables
- a. Create and provide Freese and Nichols, Inc. (FNI) with a 3-D surface model of the project, compatible with Civil 3D. Provide FNI with an electronic and hard copy ASCII file listing of all surveying points. Provide electronic file of digital terrain model including tin (break) lines. Electronic file shall include the location of underground utilities based on the field information and Record Drawings.
  - b. Provide FNI with 1 hard copy and electronic copies of all field notes, pictures and sketches prepared by the surveyor.
  - c. Provide FNI with one AUTOCAD version 2007 or newer DWG electronic file and one full size hard copy at scale 40:1 of the topographic survey. The drawing shall include all survey points and descriptions, existing utilities and improvements, the items tied in, the 3-D surface, reference benchmarks, project benchmarks, break lines, and contours at 1-foot intervals.
  - d. Install project benchmarks within the project boundary. Provide horizontal and vertical coordinates of the benchmarks in the required coordinate system and datum. Show the benchmarks on the survey drawing.
  - e. Identify existing ROW and easements within the survey limits.
  - f. Prepare utilities map.

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

- A. The effort defined as Internal Project Management for time period past the original contract time per Exhibit 'C' – Project Schedule.
- B. Identification and evaluation of future wastewater system improvements.
- C. Updates to wastewater master plan and/or model that are not directly related to this project.
- D. Preparation of Storm Water Pollution Prevention Plan(s).
- E. Preparation of construction traffic control plan(s).
- F. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Providing shop, mill, field or laboratory inspection of materials and equipment.
- I. Preparing Operation and Maintenance Manuals or conducting operator training.
- J. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Assisting City in claims disputes with Contractor(s).
- L. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications.

- M. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this proposal. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this proposal.
- N. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- U. Archaeological Survey if required by the Texas Historic Commission.
- V. Bid and Construction Phase Services.
- X. Construction Staking.
- Y. Additional Environmental Services - Freese and Nichols will notify the Client if any of the following services will be necessary to comply with USACE permit requirements. The following services can be provided as an additional service and upon written authorization by the City:
  1. Meetings or consultations with regulatory agencies, pedestrian surveys, or preparation of documentation related to the cultural resources investigations should an issue be identified during the preliminary archeological survey.
  2. Preparation of a detailed wetland delineation and jurisdictional determination report.
  3. Preparation of a pre-construction notification for nationwide or regional general 404 permit coverage.
  4. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
  5. Preparation of a standard individual Section 404 permit application.
  6. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
  7. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
  8. If required by the USACE, FNI can assist the City with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA.
  9. Presence/absence surveys for federally listed threatened/endangered species.
  10. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
  11. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
  12. Application for General Land Office easements.
  13. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
  14. Additional field investigations or analysis required to respond to public or regulatory agency comments.
  15. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
  16. Expert representation at legal proceedings or at contested hearings.
  17. Mitigation monitoring if required by permit conditions.
  18. Monitoring compliance with permit conditions.
  19. Additional modifications to the compensatory mitigation plan.
 Payment of an EID processing fee if levied by the USACE.

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

**FNI COMPENSATION  
LUMP SUM WITH ADDITIONAL WORK BASED ON COST TIMES MULTIPLIER**

**Basic Services**

Compensation to FNI for the Basic Services shall be the lump sum of \$210,733.00. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify City for City's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges below.

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

| TASK                                       | COST             |
|--------------------------------------------|------------------|
| <b>16" Water Main Segments 1A &amp; 1B</b> |                  |
| Design Phase Services                      | \$138,008        |
| Geotechnical Engineering Services          | \$30,019         |
| Environmental and Permitting               | \$5,067          |
| Survey and Easement Acquisition            | \$37,639         |
| <b>Total Basic Services Fee</b>            | <b>\$210,733</b> |

**Schedule of Charges for Additional Work:**

Staff Member

Salary Cost Times Multiplier of 2.11

Resident Representative

Salary Cost Times Multiplier of 2.0

Salary Cost is defined as the cost of payroll of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for the time directly chargeable to the project, plus social security contributions, unemployment compensation insurance, retirement benefits, medical and insurance benefits, longevity payments, sick leave, vacation and holiday pay applicable thereto. (Salary Cost is equal to 1.632 times payroll. This factor is adjusted annually).

Other Direct Expenses

Actual Cost Times Multiplier of 1.15

Other direct expenses shall include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

Rates for In-house Services

Technology Charge

\$8.50 per hour

Plotter

|         |                  |
|---------|------------------|
| Bond    | \$ 2.50 per plot |
| Special | \$ 5.00 per plot |
| Color   | \$ 5.75 per plot |

Testing Apparatus

|               |                    |
|---------------|--------------------|
| Density Meter | \$700.00 per month |
| Gas Detection | \$ 20.00 per test  |

Printing

Black and White

\$0.10 per copy

Color

\$0.50 per copy

Binding

\$5.75 per book

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

**PROJECT SCHEDULE**

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

| <b>Milestone/Deliverable</b>              | <b>Calendar Days</b>                                                    |
|-------------------------------------------|-------------------------------------------------------------------------|
| 60% Design Phase Submittal                | 90 days from Notice to Proceed                                          |
| 90% Design Phase Submittal                | 60 days following receipt of comments from City on 60% Design Submittal |
| 100% Design/Bid Phase Documents Submittal | 30 days following receipt of comments from City on 90% Design Submittal |

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

## **Agenda Item:**

3F. A Resolution supporting the application of Communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs. (staff)

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

**SUBJECT:** Resolution supporting the application of communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs

**FOR AGENDA OF:** Feb. 12, 2013      **DATE SUBMITTED:** Jan. 31, 2013

**SUBMITTED BY:** Ashlea Boyle, *alb*      **CLEARANCES:** Todd Parton,  
Special Projects Coordinator      City Manager

**EXHIBITS:** Resolution

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

At the Council meeting of January 8, 2013, Council approved Resolution No. 03-2013 supporting the application of communities for Veterans to construct low income rental housing pursuant to the low income housing tax credit program administered by the Texas Department of Housing and Community Affairs.

The approved resolution stated that the City would provide a local financial match if it received third party funding and the resolution reads as follows:

*B. "That the City Council will provide a local financial match to the project up to the maximum of \$200,000.00 through grant awarded to the City of Kerrville and will make an application for the funds upon acceptance of the application; said local match shall not exceed the actual grant amount awarded to the City of Kerrville".*

The tax credit program is highly competitive and competing applications are evaluated in a formal scoring system. To maximize the Freedom's Path score and competitiveness the resolution would need to be modified to guarantee the City's commitment of the local match. City staff has made application for grant funding to meet the local financial match specified in the tax credit program. The successful award of the grant request would allow the City to guarantee funding and ensure maximum points to Freedom's Path.

Staff has submitted the grant application as directed by the City Council. City staff is awaiting the results of the grant application. If the grant application is not approved, staff

will notify City Council and the resolution will be withdrawn. Should the application be approved, staff recommends that the City Council approve a resolution supporting the project and committing the funds for the Freedom's Path project. If the application status is still undetermined by the February 12, 2013 City Council meeting, staff will give an update and the resolution will be moved to the February 26, 2013 City Council meeting.

**RECOMMENDED ACTION**

Staff recommends that the City Council approve a resolution of support for the Freedom's Path project and commitment of funding subject to the approval of the grant application.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. \_\_\_\_ - 2013**

**A RESOLUTION SUPPORTING THE APPLICATION OF  
COMMUNITIES FOR VETERANS TO CONSTRUCT LOW  
INCOME RENTAL HOUSING PURSUANT TO THE LOW INCOME  
HOUSING TAX CREDIT PROGRAM ADMINISTERED BY THE  
TEXAS DEPARTMENT OF HOUSING AND COMMUNITY  
AFFAIRS**

**WHEREAS**, Communities for Veterans is submitting applications to the Texas Department of Housing and Community Affairs requesting assistance through its Low Income Housing Tax Credit Program for the construction of a 49-unit multi-family apartment community to be located on property leased from the Kerrville Veterans Administration Hospital, 3600 Memorial Highway, Kerrville, Texas 78028, hereinafter referred to as the "Community"; and,

**WHEREAS**, the Community will address the needs of our military veterans who have valiantly served our community and our nation; and,

**WHEREAS**, City Council recognizes the need to provide an inventory of decent affordable housing to accommodate military veterans who have suffered service related injuries; and,

**WHEREAS**, the Community will serve tenants whose incomes are within the following area median income categories: 32 of the units (65%) will serve tenants whose incomes are at or below 60% of the area median; 17 of the units (34%) will serve tenants whose incomes are at or below 50% of the area median; and,

**WHEREAS**, City Council has previously adopted Resolution 03-2013, which provided Council's support for the Communities for Veterans and the Community; and

**WHEREAS**, City Council finds it in the public interest to support and endorse efforts by the private development sector to construct decent affordable housing in Kerrville to serve our military veterans and their families;

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

**SECTION ONE.** City Council hereby supports and endorses the application of Communities for Veterans to the Texas Department of Housing and Community Affairs pursuant to its Low Income Housing Tax Credit Program related to the construction of the above described apartment community to be generally located at 3600 Memorial Boulevard with the following stipulations:

- A. That the occupancy for this project will be limited to military veterans who have received active duty honorable discharges with service connected disabilities and with or without conditions and that this occupancy limitation will be incorporated into the Tenant Occupancy Plan portion of the land lease negotiated between Communities for Veterans and the U.S. Department of Veterans Affairs for the Community; and
- B. That City Council will provide a local financial match to the project up to a maximum amount of \$200,000.00; and
- C. That each unit will be constructed with its own kitchen to include a fully functional sink with a disposal, refrigerator, stove, oven, dishwasher, and microwave oven; and
- D. That the Community will be constructed with a fully appointed commercial kitchen in the common area in order to facilitate events and efforts of the Kerrville community to support the tenants; and
- E. That a minimum of half the residential units are configured for veterans with service related disabilities; and
- F. That the Community will be developed in accordance with all applicable zoning, subdivision, building, fire, and life safety codes and ordinances of the City of Kerrville; and
- G. That the Community will be subject to all applicable building permit and building inspection requirements of the City of Kerrville; and
- H. That all annual property taxes will be paid each year as required by law.

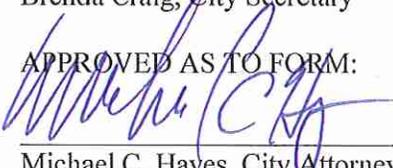
**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **Agenda Item:**

3G. A Resolution ordering that a general election be held on May 11, 2013, for the election of two city councilmembers; appointing election judges; adopting an electronic counting system; establishing a central counting station; appointing a central counting station manager; appointing a tabulation supervisor; appointing the central counting station presiding judge; and authorizing the early processing of ballots. (staff)

3G. UNA RESOLUCIÓN QUE PIDE QUE UNA ELECCIÓN GENERAL SE LLEVE A CABO EL 11 DE MAYO DE 2013, PARA LA ELECCIÓN DE UNO ALCALDE, DOS MIEMBROS DEL AYUNTAMIENTO DE LA CIUDAD: NOMBRAR UN GERENTE PÚBLICO PARA LA ESTACIÓN DE CUENTAS CENTRAL: NOMBRAR UN SUPERVISOR DE LA TABULACIÓN: ESTABLECER LA ESTACIÓN DE CUENTAS CENTRAL: NOMBRAR UN SUPERVISOR DE TABULACIÓN: ESTABLECER LA ESTACIÓN CENTRAL DE CUENTAS: NOMBRANDO SU JUEZ: AUTORIZANDO EL PROCESO TEMPRANO DE LAS BALOTAS DE LA ELECCIÓN GENERAL, QUE SE LLEVARÁ A CABO EL 11 DE MAYO DE 2013. (staff)

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

---

**SUBJECT:** Resolution ordering City Council General Election on May 11, 2013; appointing election judges; and establishing a central counting station

**FOR AGENDA OF:** February 12, 2013 **DATE SUBMITTED:** January 9, 2013

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

**EXHIBITS:** Resolution and Election Calendar

**AGENDA MAILED TO:**

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

---

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

---

**SUMMARY STATEMENT**

The attached resolution orders a General Election to be held on Saturday May 11, 2013, to elect two councilmembers whose terms will expire as follows:

Councilmember Place One – Carson Conklin  
Councilmember Place Two – Stacie Keeble.

The period for filing an application for a place on the ballot is January 30 through March 1, 2013; write-in candidates may file through March 1, 2013.

Approval of the resolution will establish the period of early voting by personal appearance, appoint election judges, establish the central counting station, and establish the date and time for canvassing the election. The city secretary recommends the following:

1. Early voting by personal appearance be held April 29 through May 7 at the Cailloux City Center at 910 Main Street as follows:
  - Monday, April 29 and Tuesday, April 30: 7 a.m. to 7 p.m.
  - Wednesday, May 1 through Tuesday, May 7: 8 a.m. to 5 p.m.
2. Election Day is Saturday, May 11, 2013, from 7:00 a.m. to 7:00 p.m. at the Cailloux City Center at 910 Main Street.

3. Appoint the following election judges:  
Kathy Coleman, election judge  
Helen Herget, alternate election judge; and  
Pam Cornett, early voting ballot board judge.
4. Establish the location of the central counting station as the Kerr County Juvenile Facility, 3501 Legion Drive, Kerrville, Texas, and appoint the central counting station workers as follows:  
Michele Schneider, central counting station presiding judge; and  
Jennifer Favour, tabulation supervisor; and  
Cindy Gaurdiola, central counting station manager.
5. Official canvass of the election be held on May 21, 2013, at 10:00 a.m.

#### **RECOMMENDED ACTION**

The city secretary recommends approval of the resolution calling the General Election on May 11, 2013, and related matters as presented.

**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. \_\_\_\_\_-2013**

**A RESOLUTION ORDERING THAT A GENERAL ELECTION BE HELD ON MAY 11, 2013, FOR THE ELECTION OF TWO CITY COUNCILMEMBERS; APPOINTING ELECTION JUDGES; ADOPTING AN ELECTRONIC COUNTING SYSTEM; ESTABLISHING A CENTRAL COUNTING STATION; APPOINTING A CENTRAL COUNTING STATION MANAGER; APPOINTING A TABULATION SUPERVISOR; APPOINTING THE CENTRAL COUNTING STATION PRESIDING JUDGE; AND AUTHORIZING THE EARLY PROCESSING OF BALLOTS**

**WHEREAS**, Section 2.03 of the City Charter establishes a two-year term of office for each Councilmember and until a successor is elected; and

**WHEREAS**, the term of office for Councilmember Place One and Councilmember Place Two will expire in May 2013; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to call a general election to be held on May 11, 2013, for the election of persons to the offices of Councilmember Place One and Councilmember Place Two; and

**WHEREAS**, in order to more efficiently conduct the counting of ballots for the May 11, 2013, general election for the City of Kerrville, the City Council finds it to be in the public interest to appoint various officials and to adopt certain procedures for conducting said election;

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

**SECTION ONE.** City Council orders that a general election be held in the City of Kerrville, Texas, on Saturday, the 11th day of May 2013, for the purpose of electing persons to the offices of Councilmember Place One and Councilmember Place Two for the City of Kerrville, Texas.

**SECTION TWO.** City Council orders that the Hart Voting System, which is an electronic touch screen voting system, be the method of voting.

**SECTION THREE.** City Council orders that the municipal polling place for such election will be the Kathleen C. Cailloux City Center of the Performing Arts, 910 Main Street, Kerrville, Texas, 78028.

**SECTION FOUR.** On election day, the polls shall be open from 7:00 AM to 7:00 PM. Early voting shall be conducted at the Kathleen C. Cailloux City Center of the Performing Arts, 910 Main Street, Kerrville, Texas, 78028, April 29 through May 7 as follows:

Monday, April 29, 2013: 7:00 AM to 7:00 PM

Tuesday, April 30, 2013: 7:00 AM to 7:00 PM

Wednesday, May 1 through Tuesday, May 7, 2013: 8:00 AM to 5:00 PM

**SECTION FIVE.** Applications for ballot by mail should be addressed to: Diane Bolin, Kerr County Courthouse, 700 Main Street, Kerrville, Texas, 78028, and must be received no later than 5:00 PM on May 3, 2013.

**SECTION SIX.** The following persons are appointed as election judges pursuant to Texas Election Code §32.005 for the election to be held on May 11, 2013, inclusive of the early voting period:

Kathy Coleman– Election Judge

Helen Herget – Alternate Election Judge

Pam Cornett – Early Voting Ballot Board Judge

**SECTION SEVEN.** In accordance with Texas Election Code §127.001, City Council declares that ballots for the May 12, 2013, City election shall be electronically counted by using the Hart E Scan System owned by Kerr County.

**SECTION EIGHT.** In accordance with Texas Election Code §127.001, City Council establishes that the central counting station for the counting of ballots in the May 11, 2013, election will be located in the Kerr County Juvenile Facility, 3501 Legion Drive, Kerrville, Texas.

**SECTION NINE.** In accordance with Texas Election Code §127.005, City Council appoints Michele Schneider to serve as presiding judge of the central counting station for the May 11, 2013, City election.

**SECTION TEN.** In accordance with Texas Election Code §127.003, City Council appoints Jennifer Favour to serve as tabulation supervisor for the May 11, 2013, City election.

**SECTION ELEVEN.** In accordance with Texas Election Code §127.002, City Council appoints Cindy Guardiola to serve as central counting station manager for the May 11, 2013, City Council election.

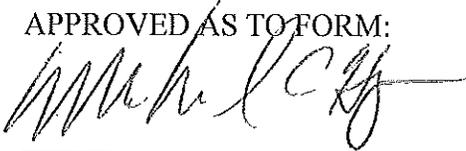
**SECTION TWELVE.** In accordance with Texas Election Code §127.124, City Council authorizes that the ballots cast during the early voting period for the May 11, 2013, City election may be processed on or after 9:00 AM on May 11, 2013.

**SECTION THIRTEEN.** City Council will conduct the official canvass of the election at a special meeting on Tuesday, May 21, 2013, beginning at 10:00 AM in the Council Chambers, City Hall, 701 Main Street, Kerrville, Texas.

PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2013.

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

APPROVED AS TO FORM:



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

ATTEST:

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

## CITY COUNCIL CANDIDATE ELECTION CALENDAR

FROM: Brenda G. Craig, City Secretary  
DATE: December 31, 2012  
SUBJECT: City Council Election to be held May 11, 2013

This memo gives the dates for the various actions connected with the city election to be held on May 11, 2013, and list the councilmembers whose terms are expiring. Please mark these dates on your calendar.

- Jan. 30-  
Mar. 1 Candidate may file application for place on ballot from 8 a.m. to 5 p.m. Monday-Friday. The name of the candidate and place for which he is filing will be affixed by the city secretary at the time of issuance of a petition form.
- Jan. 30-  
Mar. 1 Write-in candidate may file to declare candidacy at city secretary's office from 8 a.m. to 5 p.m., Monday through Friday.
- Mar. 8 City Secretary conducts drawing for order of names on ballot at 9 a.m.
- Apr. 11 Last day for filing first report of campaign contributions and expenditures in city secretary's office.
- Apr. 11 Last day for submitting voter registration application or for requesting transfer of registration in time to vote in the election.
- Apr. 29-  
May 7 Early voting by personal appearance at Cailloux City Center at 910 Main Street; April 29 through May 7 as follows:  
- Monday, April 29: 7 a.m. to 7 p.m.  
- Tuesday, April 30: 7 a.m. to 7 p.m.  
- Wednesday, May 1 through Tuesday, May 7: 8 a.m. to 5 p.m.
- May 3 Last day for filing second report of campaign contributions and expenditures in city secretary's office.
- May 11 ELECTION DAY, voting from 7 a.m. to 7 p.m. at Cailloux City Center, at 910 Main Street. Early voting results will be available at the Kerr County Juvenile Facility, 3501 Legion Drive after 7 p.m., and the unofficial tabulation results of election day will be available after 7:30 p.m. at the Kerr County Juvenile Facility, 3501 Legion Drive.
- May 21 City council meeting at 10 a.m. to officially canvass election returns by City Council, certificates of election issued, oaths of office given, newly elected officers assume duties, and mayor pro tem may be elected by city council.
- May 28 Regular city council meeting at 6:00 p.m. at city hall, 701 Main Street.
- July 15 Last day for filing semiannual report of campaign contributions and expenditures.

Councilmembers whose terms are expiring are:  
Place One – Carson Conklin  
Place Two – Stacie Keeble

**AYUNTAMIENTO  
DE LA CIUDAD DE KERRVILLE, TEXAS**

---

**TEMA:** Elección general del Ayuntamiento de la resolución que ordena el 11 de Mayo de 2013, y Elejir y llenar la posición de Jueces y establecer el lugar donde se llevara a cabo

**AGENDA :** Feb. 12, 2013

**FECHA SOMETIDA:** Enero 9, 2013

**SOMETIDA POR:** Brenda Craig *BC* **SEPARACIONES:** Todd Parton, Administrado  
Secretaria de la Ciudad de la Ciudad

Mike Hayes, Abogado de la  
Ciudad

**OBGETIVOS:** Calendario de la Resolución

**AGENDA ENVIADA A:**

**APPROVADA Y SOMETIDA POR EL ADMINISTRADOR MUNICIPAL:**

---

**RESUMEN DE LA DECLARACION**

La resolución de este documento es mandatoria para la elección General que se llevara a cabo el Sabado 11 del mes de Mayo del 2013. Para elejir uno alcalde, dos miembros del consejo quienes sus terminos terminaran, ellos son:

Miembro del consejo Plazo Uno – Carson Conklin  
Miembro del Consejo Plazo Dos – Stacie Keeble

El periodo para llenar la application para un lugar en la boleta se llevara a cabo el 30 de Enero hasta el 1 de Marzo, del 2013. Los candidatos inscritos pueden aplicar hasta el 1 de Marzo del 2013.

La resolución aprobada establecera el periodo del voto temprano personal Y establecida por la fecha y tiempo para la solicitud de votos De elecciones. La Secretaria de la Ciudad recomienda lo siguiente:

1. El voto temprano personal comenzara el 29 Abril hasta el dia 7 de Mayo en El Cailloux Centro Publico ubicado en La calle Main numero 910, Horario:

- Lunes, 29 Abril: 7 a.m. to 7 p.m.
- Martes, 30 Abril: 7 a.m. to 7 p.m.
- Miercoles, 1 de Mayo hasta el Martes, 7 de Mayo: 8 a.m. to 5 p.m.

2. El dia electoral sera el Sabado 11 del mes de Mayo, 2013, de las 7:00 a.m hasta alas 7:00 p.m. en El Cailloux Centro Publico ubicado en La calle Main numero 910.

3. Nombramiento de los siguientes solicitadores de votos:

Kathy Coleman, Juez de Eleccion  
Helen Herget, Suplente Juez de Eleccion  
Pam Cornett, Juez de votacion temprano de bolletas.

4. Establecer el lugar central para la votacion que se Kerr County Juvenile Facility, 3501 Legion Drive, Kerrville, Texas. Elejir los siguientes trabajadores de cuenta centrales:

Michele Schneider, Presidente del tribunal de cuentas centrales  
Jennifer Favour, Supervisor de tabulacion  
Cindy Guardiola, Gerente de cuentas centrales.

5. La eleccion official se llevara acabo el 21 de Mayo del 2013, alas 10:00 a.m.

#### **ACTION RECOMENDADA**

La Secretaria de la Ciudad recomienda la aprovanza de la eleccion general se lleve acabo el 11 de Mayo del 2013, para establecer el periodo del voto temprano personal. Y establecer la fecha y hora para la eleccion general y de asuntos relacionados el 11 de Mayo del 2013, alas 10:00 a.m., 21 de Mayo, 2013.

**CIUDAD DE KERRVILLE, TEXAS**  
**RESOLUCION NO. -2013**

**UNA RESOLUCIÓN QUE PIDE QUE UNA ELECCIÓN GENERAL SE LLEVE A CABO EL 11 DE MAYO DE 2013, PARA LA ELECCIÓN DOS MIEMBROS DEL AYUNTAMIENTO DE LA CIUDAD: NOMBRAR UN GERENTE PÚBLICO PARA LA ESTACIÓN DE CUENTAS CENTRAL: NOMBRAR UN SUPERVISOR DE LA TABULACIÓN: ESTABLECER LA ESTACIÓN DE CUENTAS CENTRAL: NOMBRAR UN SUPERVISOR DE TABULACIÓN: ESTABLECER LA ESTACIÓN CENTRAL DE CUENTAS: NOMBRANDO SU JUEZ: AUTORIZANDO EL PROCESO TEMPRANO DE LAS BALOTAS DE LA ELECCIÓN GENERAL, QUE SE LLEVARÁ A CABO EL 11 DE MAYO DE 2013.**

CONSIDERANDO QUE la sección 2.03 de la Carta Constitucional de la Ciudad establece que los términos de los cargos para los miembros del ayuntamiento serán por dos años, y hasta que se elija se sucesor, y

CONSIDERANDO QUE el término Miembro del Ayuntamiento del Lugar Número Uno, y de Miembro del Ayuntamiento Lugar Número Dos, expirará en Mayo de 2013: y

CONSIDERANDO QUE el Ayuntamiento de la Ciudad de Kerrville, Texas, encuentra el estar en el interés público el llamar una elección general que tendrá lugar el 11 de Mayo de 2013, para la elección de personas para los cargos, Miembro Ayuntamiento de Lugar Uno, y Miembro de Ayuntamiento Lugar Dos, y

CONSIDERANDO QUE el modo más eficiente para contar las balotas el día 11 de Mayo, del 2013, para la elección general de la Ciudad de Kerrville, El Ayuntamiento pone interés en nombrar varios oficiales y en adoptar ciertos procedimientos y métodos públicos para la elección.

AHORA, POR LO TANTO, SE HA RESUELTO POR EL AYUNTAMIENTO DE LA CIUDAD DE KERRVILLE, CONDADO DE KERR, TEXAS:

SECCIÓN UNO. Una elección general se llevará a cabo en la Ciudad de Kerrville, Texas, el 11 de Mayo, de 2013, con el propósito de elegir a personas a los cargos de Miembro del Ayuntamiento Lugar Uno, y Miembro del Ayuntamiento Lugar Dos, para la Ciudad de Kerrville, Texas.

SECCIÓN DOS. El método de votación será por el Sistema de Votación de Hart, que es un sistema de votación con una pantalla de tacto electrónico.

SECCIÓN TRES. El sitio de votación para tal elección será el Kathleen C. Cailloux City Center of Performing Arts, 910 Calle Main, Kerrville, Texas, 78028.

SECCIÓN CUATRO. El día de la elección, los sitios de votación estarán abiertos a partir de las 7:00 AM hasta las 7:00 PM. La votación temprana tomará lugar en el Kathleen C. Cailloux City Center of the Performing Arts, 910 Calle Main, Kerrville, Texas, 78028, desde el 29 de Abril hasta el día 7 de Mayo.

-Lunes, 29 de Abril, 7:00 AM hasta 7:00 PM

-Martes, 30 de Abril, 7:00 AM hasta 7:00 PM

-Miércoles, 1 de Mayo hasta el Martes, 7 de Mayo, 8:00 AM hasta 5:00 PM

SECCIÓN CINCO. Las solicitudes para una balota por correo se dirigirán a: Diane Bolin, Kerr County Courthouse, 700 Main Street, Kerrville, Texas, 78028, y se deben recibir no más tarde que las 5:00 PM el día 3 de Mayo, de 2013.

SECCIÓN SEIS: Las siguientes personas se nombran como jueces de la elección, según el Código Electoral No. 32.005 para la elección del 11 de Mayo, 2013, inclusive el periodo de votación temprana.

Kathy Coleman - Juez de la elección  
Helen Herget - Juez alternativo  
Pam Cornett - Juez de las balotas del voto temprano.

SECCIÓN SIETE: De acuerdo con la acordancia de la elección de Texas Código 127.001, el Ayuntamiento establece por este medio que la cuenta central para contar las balotas para el 11 de Mayo de 2013, para la elección de la Ciudad, serán electronicamente contadas, usando el sistema Hart E. Scan, poseído por el Condado de Kerr.

SECCIÓN OCHO: De acuerdo con la acordancia de la elección de Texas, Código 127.001, el Ayuntamiento establece por este medio, que la cuenta central para contar las balotas de la elección el 11 de Mayo, 2013, se llevará a cabo en la oficina de la Kerr County Juvenile Facility, 3501 Legion Drive en Kerrville, Texas.

SECCION NUEVE: De acuerdo con la acordancia de la elección de Texas, Código 127.005, Michelle Schneider se ha designado para servir como Presidente del Tribunal de la estación de cuentas central de la elección de la Ciudad el 11 de Mayo, de 2013.

SECCIÓN DIEZ: De acuerdo con la acordancia de la elección de Texas, Código 127.03, Jennifer Favour es designada a servir como supervisora de tabulación en la elección de la Ciudad el 11 de Mayo, de 2013.

SECCIÓN ONCE: De acuerdo con la acordancia de la elección de Texas, Código 127.02, Cindy Guardiola es designada a servir como Gerente de la Estación de Cuentas Centrales para el 11 de Mayo, del 2013, Elección del Ayuntamiento.

SECCIÓN DOCE: De acuerdo con la acordancia de la elección de Texas, Código 127.124, el Ayuntamiento de la Ciudad autoriza, por este medio, que las balotas sometidas durante el periodo del voto temprano el 11 de Mayo, del 2013, en la elección de la Ciudad, serán procesadas durante o después de las 9:00 AM el 11 de Mayo, de 2013.

SECCIÓN TRECE: El Concilio de la Ciudad llevará a cabo la solicitud oficial de la elección en una reunión oficial el Martes, 21 de Mayo, 2013, comenzando a las 10:00 AM en la Cámara del Concilio, Casa Municipal, 701 Main Street.

PASADO Y APROVADO EL \_\_\_\_ DÍA DE \_\_\_\_\_ A.D.: 2013

\_\_\_\_\_  
Jack Pratt, Jr., Alcalde

APPROVANDO LA FORMA:

ATESTIGUADO:

\_\_\_\_\_  
Michael C. Hayes, Abogado de la Ciudad

\_\_\_\_\_  
Brenda G. Craig, Secretaria de la Ciudad

## CALENDARIO DE LA ELECCIÓN DEL AYUNTAMIENTO DE LA CIUDAD

Esta nota da las fechas de varias acciones relacionadas con la elección de la ciudad para sostenerse el 11 de mayo de 2013 y pone en una lista los concejales cuyos términos expiran. Por favor marque estas fechas en su calendario.

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30 enero.<br>– 1 marzo | Candidato puede presentar solicitud de lugar de votación de 8:00 a 5:00 de lunes a viernes. El nombre de candidato y el lugar que él es presentar se colocarán por la Secretaria de la ciudad en el momento de la publicación de un formulario de solicitud.                                                                                                                                                                                |
| 30 enero.<br>– 1 marzo | Candidato puede presentar para declarar candidatura en la Oficina de la Secretaria Municipal de 8:00 a.m. hasta las 5:00 p.m., del lunes al viernes.                                                                                                                                                                                                                                                                                        |
| 8 marzo                | Secretario de la ciudad realiza el dibujo para la orden de los nombres en la boleta electoral en 9:00                                                                                                                                                                                                                                                                                                                                       |
| 11 abril               | El último día para entregar la aplicación para la inscripción de votante o para pedir cambio de inscripción con tiempo para votar en la elección.                                                                                                                                                                                                                                                                                           |
| 29 abril.–<br>7 mayo   | Votacion temprano en persona en el Cailloux City Center en 910 Main Street; será el 30 de abril hasta el 7 de mayo como sigue:<br>- lunes, 29 abril: 7 a.m. to 7 p.m.<br>- martes, 30 abril: 7 a.m. to 7 p.m.<br>- miercoles, 1 de mayo hasta el martes, 7 de mayo, 8 a.m. hasta las 5 p.m.                                                                                                                                                 |
| 11 mayo                | DÍA DE ELECCIÓN, se puede votar desde las 7 a.m. hasta las 7 p.m. en Cailloux City Center, en 910 Main Street. Resultados de la votación esteran disponible en el centro juvenil del Condado de Kerr, 3501 Legion Drive, después de las 7 p.m., y los resultados de tabulación no oficial de elecciones del día de las elecciones esteran disponibles después de las 7:30 p.m. en el centro juvenil del Condado de Kerr, 3501 Legion Drive. |
| 21 mayo                | Reunion del Consejo de la ciudad a las 10:00 a oficialmente el escrutinio electoral devuelve por Consejo de la ciudad, expedido certificados de elección, juramentos de oficina, oficiales electos asumen deberes y alcalde pro tem podrá ser elegido por el Consejo de la ciudad.                                                                                                                                                          |
| 28 mayo                | Reunión de Consejo regular de la ciudad a las 6:00 p.m. en el Ayuntamiento, 701 Main Street.                                                                                                                                                                                                                                                                                                                                                |

Concejales están caducando cuyos términos son:

Lugar Uno – Carson Conklin

Lugar Dos – Stacie Keeble

## **Agenda Item:**

4A. An Ordinance amending the budget for Fiscal Year 2013 to account for various changes to the city's operational budgets, supplemental appropriations, and closing out and supplementing capital improvement projects. (staff)

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

---

**SUBJECT:** First reading of an ordinance amending the FY2013 Budget

**FOR AGENDA OF:** February 12, 2013    **DATE SUBMITTED:** January 30, 2012

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

**EXHIBITS:** Ordinance Amending FY2013 Budget  
Attachment A – detailing changes

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

---

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

---

**SUMMARY STATEMENT**

The attached ordinance provides for the first amendment to the FY2013 budget. This agenda bill replaces the first reading on January 22, 2013 due to the addition of funding for the Fire Station renovation and the HR Compensation Study. The budget amendment includes the following:

**Operational Budgets**

***City Administration***

Merge the Business Programs and Main Street Departments into the City Administration Department. The budgets were established in the FY2013 Approved Budget and the merger should occur through an amendment of the Budget.

***IT***

Funding for a new copier in City Hall. The FY2013 Approved Budget had \$300,000 more in revenue than expenditures, so the additional \$7,800 is covered.

***Municipal Court***

Use of Court Technology funds for purchase of notification software to contact defendants of their court appearances and scanners for records. The Court Technology fee will be added to the General Fund's revenue to pay for these items.

***General Operations***

Increase to Buildings and Maintenance line item for demolition and additional costs

related to the old and new City Hall. The FY2013 Approved Budget had \$300,000 more in revenue than expenditures, so the additional \$200,000 is covered.

***General Operations Continued***

Use of excess fund balance to fund the Fire Station renovation, \$550,000 and the HR Compensation Study, \$50,000.

***Water & Sewer Non-Departmental***

Transfer of funds to the EIC. Closure of an old project necessitates moving the funds back to the EIC.

***Police Special Programs***

Use of existing fund balance for purchase of SOU body armor.

***Library Memorial Fund***

Recognition of donation from the Robert E. Lee Trust. The funds will be moved to Capital Improvements Projects fund for the second phase of the Library renovation.

***Landfill Fund***

Increase in expenditures related to the operation of the Recycling Center. The Approved FY2013 revenues will cover the additional expenditures.

***History Center Fund Fund***

After receiving prior approval from the Trust, the City will use fund balance to provide maintenance and repair work on the History Center Building.

**Capital Improvement Projects**

***Governmental IP***

Recognition of donation from Robert E. Lee Trust via the Library Memorial Fund, for use in Phase II of the Library Renovation.

Recognition of donation from the Peterson Foundation for lighting in the downtown parking garage.

***Water and Sewer IP***

Closure of three projects:

- W78 – I & I Construction 2009, (\$62,165.15)
- W80 – WTP Improvements – Clearwell, (\$34,529.20)
- W82 – Production Well – Methodist Enc., (\$232,358.23)

Additional Funding to three projects:

- W94 – W/WW Master Plan, \$55,000
- W65 – Water Supply Acquisition, \$20,000
- W93 – Transmission Line - \$225,000

***Grant Fund***

Recognition of the Peterson Grant, \$40,000 in the Grant Fund.

**RECOMMENDED ACTION**

Staff recommends the City Council approve the first reading of an ordinance amending the FY2013 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2013-\_\_\_\_\_

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2013 TO  
ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S OPERATIONAL  
BUDGETS, SUPPLEMENTAL APPROPRIATIONS, AND CLOSING OUT  
AND SUPPLEMENTING CAPITAL IMPROVEMENT PROJECTS**

**WHEREAS**, Ordinance No. 2012-11, dated September 25, 2012, adopted the Fiscal Year 2013 Budget; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2013 Budget is in the best interest of the citizens of the City of Kerrville;

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

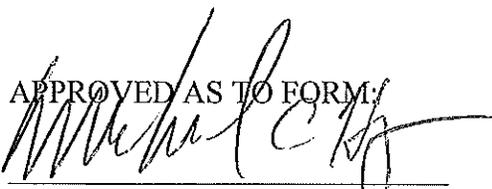
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2013 is amended as set forth in **Exhibit A**.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2013.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2013.**

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

APPROVED AS TO FORM:

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

ATTEST:

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

February 2013 Budget Amendment - Attachment A

| Fund | Fund Name                 | Dept                        | Line Item Code | Line Item Name                       | Reason                                                                                                            | Amount        |
|------|---------------------------|-----------------------------|----------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------|
| 1    | General Fund              | City Administration         | Various        |                                      | Combine Business Programs and Main Street into City Administration                                                | \$218,618.00  |
|      |                           | Business Programs           | Various        |                                      |                                                                                                                   | -\$28,000.00  |
|      |                           | Main Street                 | Various        |                                      |                                                                                                                   | -\$190,618.00 |
| 1    | General Fund              | IT                          | 01-807-205     | Office Equipment                     | Increase for New Copier                                                                                           | \$7,800.00    |
| 1    | General Fund              | Muni Court                  | 01-6628        | MC-Court Tech                        | Court Tech purchase                                                                                               | \$7,000.00    |
|      |                           |                             | 01-809-112     | Software                             | Notification Module                                                                                               | \$3,000.00    |
|      |                           |                             | 01-809-205     | Office Equipment                     | Scanners                                                                                                          | \$4,000.00    |
| 1    | General Fund              | General Operations          | 01-870-202     | Building & Maintenance               | Demolition and additional costs related to old and new City Hall                                                  | \$200,000.00  |
|      |                           |                             | 01-870-306     | Special Services                     | Compensation Study                                                                                                | \$50,000.00   |
|      |                           |                             | 01-870-970     | Transfer to CIP                      | Fire Station Remodel                                                                                              | \$550,000.00  |
|      |                           |                             | 01-800-918     | Transfer Out                         | Stop Transfer Out, use of fund balance                                                                            | -\$200,000.00 |
| 2    | Water & Sewer Fund        | Non-Departmental            | 02-800-940     | Transfer to EIC                      | Transfer Out                                                                                                      | \$80,000.00   |
| 7    | Police Special Programs   | Police                      | 07-802-102     | Equipment                            | Use of Fund Balance to purchase SOU Body Armor                                                                    | \$17,000.00   |
| 15   | Library Memorial Fund     | Library Renovation Phase II | 15-6915        | Donations                            | Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11001 | \$260,500.00  |
| 15   | Library Memorial Fund     | Library Renovation Phase II | 15-800-970     | Transfers Out - Governmental IP Fund | Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11001 | \$260,500.00  |
| 18   | General Asset Replacement | General Operations          | 18-7001        | Transfer In - General Fund           | Stop Transfer In, use of fund balance                                                                             | -\$200,000.00 |
| 25   | Landfill                  | Solid Waste                 | 25-800-306     | Special Services                     | Temp Help                                                                                                         | \$9,300.00    |
|      |                           |                             | 25-800-306     | Special Services                     | TCEQ Fees                                                                                                         | \$4,000.00    |
|      |                           |                             | 25-800-206     | Repairs to Instruments & Apparatus   | Bailer Repairs                                                                                                    | \$6,500.00    |
|      |                           |                             | 25-800-306     | Special Services                     | Solid Waste Master Plan                                                                                           | \$25,000.00   |
| 68   | History Center            | Library                     | 68-800-502     | Buildings & Structures               | Use of Fund Balance for History Center Repairs                                                                    | \$90,000.00   |
| 70   | Governmental IP Fund      | G95                         | 70-7015        | Transfers In - Library Memorial Fund | Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11001 | \$260,500.00  |
| 70   | Governmental IP Fund      | G95                         | 70-800-502     | Library Renovation Phase II          | Donation from Robert E Lee Trust - to be put towards Library Renovation Project G95 - Library Renovation 70-11002 | \$260,500.00  |
| 70   | Governmental IP Fund      |                             | 70-7001        | Transfer In                          | Fire Station Remodel                                                                                              | \$550,000.00  |
| 70   | Governmental IP Fund      |                             | 70-800-502     | Fire Station Project                 | Fire station Remodel                                                                                              | \$550,000.00  |
| 70   | Governmental IP           | G88                         | 70-6503        | Peterson Donation                    | Recognition of Peterson Grant                                                                                     | \$40,000.00   |
| 70   | Governmental IP           | G88                         | 70-800-502     | Admin Facilities - City Hall         | Increase Project Funding for Garage Lighting                                                                      | \$40,000.00   |



## **Agenda Item:**

5A. Construction contract with JM Lowe and Company for the construction of the Scott Schreiner Municipal Golf Course pavilion and parking lot improvements project in the amount of \$328,150.00 and additional change orders which may exceed \$50,000.00 but not exceed the total amount of \$393,750.00. (staff)

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

**SUBJECT:** Council authorization for the City Manager to execute a construction contract with JM Lowe and Company for the construction of the Scott Schreiner Municipal Golf Course Pavilion and Parking Lot Improvements project in the amount of \$328,150.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not exceed the total amount of \$393,750.00.

**FOR AGENDA OF:** February 12, 2013      **DATE SUBMITTED:** February 6, 2013

**SUBMITTED BY:** Dieter Werner, P.E.      **CLEARANCES:** Kristine Ondrias  
Director of Engineering                      Assistant City Manager

**EXHIBITS:** Contract and Bid Tabulation

**PAYMENT TO BE MADE TO:** JM Lowe and Company  
720 Earl Garrett  
Kerrville, TX 78028

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

| <b>Expenditure</b> | <b>Current Balance</b> | <b>Amount</b>    | <b>Account</b> |
|--------------------|------------------------|------------------|----------------|
| <b>Required:</b>   | <b>in Account:</b>     | <b>Budgeted:</b> | <b>Number:</b> |
| \$393,750.00       | \$592,310.25           | \$608,141.00     | E53            |

**REVIEWED BY THE FINANCE DIRECTOR:**

**SUMMARY STATEMENT**

The Scott Schreiner Municipal Golf Course Pavilion and Parking Lot Improvements project was initiated in October of 2012 when the City of Kerrville (City) entered into an agreement with the City of Kerrville, Texas, Economic Improvement Corporation (EIC) to fund the engineering design and construction for public improvements to serve the Scott Schreiner Municipal Golf Course.

The proposed parking lot improvements will include the construction of an approximately 93 space asphalt parking lot for the existing Schreiner Golf Course facility, including associated concrete curb and sidewalk construction, as well as the realignment of an approximately 300 L.F. section of Country Club Parkway. The proposed pavilion construction will include a 40'x 40' pavilion with slab on grade foundation, steel framing, metal roof and stone veneer, as well as electrical and lighting improvements.

On February 5, 2013, five (5) bids were opened and the apparent low bidder was JM Lowe and Company. JM Lowe's bid was \$328,150.00

### **RECOMMENDED ACTION**

The Director of Engineering recommends the City Council authorize the City Manager to execute a construction contract with JM Lowe and Company for the construction of the Scott Schreiner Municipal Golf Course Pavilion and Parking Lot Improvements project in the amount of \$328,150.00 and authorize the City Manager to execute additional change orders which may exceed \$50,000 but not exceed the total amount of \$393,750.00.



Section 070

CITY OF KERRVILLE

CONSTRUCTION CONTRACT

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

1. THE WORK

The Contractor shall perform all the work as required by this contract for:

Schreiner Golf Course Parking Lot Improvements and Pavilion Construction

**Parking Lot Improvements:** The proposed parking lot improvements shall be the construction of an approximately 93 space asphalt parking lot for the existing Schreiner Golf Course facility, including associated grading and concrete curb and sidewalk construction. Additionally, this portion of the construction project shall include realignment and construction of an approximately 300 L.F. section of Country Club Parkway.

**New Open Air Pavilion:** 40'x40' slab on grade foundation with steel framing and wood trusses, tongue and groove ceiling, standing seam metal roof on plywood deck, stone veneer over concrete retaining wall, electrical, lighting, and ceiling fans.

The following are incorporated herein:

- a. General Provisions
- b. Technical Specifications
- c. Addenda issued prior to receipt of Bid
- d. Plans
- e. Instructions to Bidders
- f. Proposal

Some of such documents may not be physically attached hereto but are on file at City Hall, and copies may be obtained upon request.

2. TIME

Construction substantial completion time will be 60 calendar days and 30 calendar days after for final completion from the date of written notice to proceed. Working days are defined in specification section 123.20. The project shall not be considered complete until all construction has been accepted and is operational and performing to its intended purpose. The Contractor's obligations to the project however, are not complete and retainage will not be released until all disturbed areas within public right-of-way have been re-vegetated to the satisfaction of local City of Kerrville officials.

### 3. LIQUIDATED DAMAGES

Liquidated damages are hereby established for work which is not substantially complete in the amount of Three Hundred Dollars (\$300.00) per working day for each working day after the date established in the Notice to Proceed. The City may offset any such liquidated damages against any sums from time to time due by the City to Contractor.

The completion time assumes that fifteen percent of the working days are "bad weather days," days on which the work cannot proceed; therefore, the time for completion shall not be extended on account of bad weather until the said number of assumed "bad weather days" has been exceeded.

The time for completion shall not be extended except by written memorandum executed by the Contractor and the City Engineer. Contractor shall make written application to the City not later than ten (10) days after the day, event, or cause claimed by Contractor to be a delay. Failure to make such written claim within such time shall result in a waiver by Contractor of an extension based on those particular days, events, or causes. If, for example, this contract assumes twenty (20) bad weather days and Contractor desired a one-day extension for the twenty-first day of rain, Contractor shall make a written claim not later than ten (10) days after the occurrence of such twenty-first day.

The said amount per day is not a penalty but an agreed amount of actual damages which are difficult to calculate. Such damages include loss of staff time, answering complaints by citizens who have been inconvenienced by the work, City Council time, loss of use, and other damages difficult to reasonably anticipate or calculate.

### 4. PAYMENTS

The City shall pay the Contractor ninety-five percent (95%) of the portion of Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, less the aggregate of previous payments made by the City, and, upon substantial completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum. All retainages from progress payments shall be withheld without liability for interest. Upon acceptance, the City shall make payment to Contractor such that one hundred percent (100%) of the Contract Sum has been paid.

The City may choose to award a contract for the amount of the base bid plus no or any combination of additive alternates.

5. LIABILITY INDEMNITY

THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS, AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OF DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THE CITY OF KERRVILLE, TEXAS, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT THE ACT OR OMISSION OF THE CITY OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, OR AGENTS WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF THE CONTRACTOR OR ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT.

6. LIABILITY INSURANCE

Prior to the commencement of any work and not later than fifteen (15) days following the execution of this contract, the Contractor shall furnish the City copies of paid-up policies (to the City Risk Manager/City Hall) providing Liability and Workman's Compensation Coverage as follows minimum limits):

| TYPE OF INSURANCE                                                                                                                                                      | LIMITS                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| a. Workman's Compensation covering all employees                                                                                                                       | Statutory             |
| b. Employer's Liability                                                                                                                                                | <u>\$100,000.00</u>   |
| c. Comprehensive General Liability                                                                                                                                     |                       |
| Bodily Injury & Property Damage (per occurrence)                                                                                                                       | <u>\$1,000,000.00</u> |
| Aggregate                                                                                                                                                              | <u>\$1,000,000.00</u> |
| (Premises/Operations Products/Completed Operations/Independent Contractors/Contractual Liability/Coverages may not be excluded). XCU must be supplied if any exposure. |                       |
| d. Business Automobile Liability covering owned vehicles, rented and non-owned vehicles and employee non-ownership                                                     |                       |
| Bodily Injury Property Damage (per occurrence)                                                                                                                         | <u>\$1,000,000.00</u> |
| Aggregate                                                                                                                                                              | <u>\$1,000,000.00</u> |

The Commercial General Liability and the Automobile Liability policies shall name the City of Kerrville, Texas, as additional insured and all policies shall provide for a waiver of subrogation in favor of the City of Kerrville. The policy and any renewal certificate shall provide that the

City be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the company will "Endeavor" or "Attempt" to so notify the City of Kerrville is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to any cancellation date. Policies will be in effect until final acceptance or cancellation of this contract, unless otherwise specified. The City may, at its sole option, terminate this agreement and file a claim on the Contractor's bid bond if the Contractor fails to deliver the required policies and certificates within 15 days after execution of this contract.

It shall be the responsibility of the Contractor to insure that all Subcontractors comply with the same insurance requirements as the said Contractor.

#### 7. CASUALTY INSURANCE

In the event the work includes structures or buildings susceptible to damage by fire, windstorm, or other casualty, then the Contractor before being authorized to begin work shall furnish the City a duplicate original of an insurance policy naming the City of Kerrville as an additionally insured. Such insurance shall insure both the City of Kerrville and Contractor, during the term of the work, against loss by fire, windstorm, vandalism, theft, or other casualty. Such policy shall be in the total amount of this contract.

#### 8. QUALITY OF WORK

All work shall be of good workmanship. Contractor shall comply with all applicable City of Kerrville Codes as well as all applicable professional and technical standards. Materials shall be of first quality.

#### 9. CHANGES AND EXTRAS

No change of this Contract, whether for additional work, additional compensation, or other, shall be effective unless prior thereto a written change order has been authorized by the City Engineer. Employees of the City other than the City Engineer or Public Works Director do not have the authority to issue change orders.

#### 10. ADDENDA

Contractor acknowledges the receipt of the following addenda:

1. Dated: January 30, 2013 Acknowledged by: Carson Cowell
2. Dated: February 1, 2013 Acknowledged by: Carson Cowell

#### 11. CONTRACT SUM

Proposal: Contractor agrees to provide all labor, materials, and all incidentals necessary to complete "The Work" for the following Unit Prices:

| ITEM NO.                        | APPROX. QUANTITY | UNIT | DESCRIPTION OF ITEM                                                                                                        | UNIT PRICE       | TOTAL AMOUNT      |
|---------------------------------|------------------|------|----------------------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| <b>Parking Lot Construction</b> |                  |      |                                                                                                                            |                  |                   |
| 1.                              | 1                | LS   | Mobilization                                                                                                               | \$ <u>10,800</u> | \$ <u>10,800</u>  |
| 2.                              | 680              | LF   | Silt Fence, complete in place                                                                                              | \$ <u>3.25</u>   | \$ <u>2,210</u>   |
| 3.                              | 4,800            | SY   | Clearing and Excavation, Removal of existing asphalt and stabilized base, complete in place                                | \$ <u>2.25</u>   | \$ <u>10,800</u>  |
| 4.                              | 4,250            | SY   | Asphalt pavement construction, including 6" flex base, 2" H.M.A.C. surface course and required striping, complete in place | \$ <u>17.00</u>  | \$ <u>72,250</u>  |
| 5.                              | 400              | SY   | Concrete sidewalk and cart path construction, complete in place                                                            | \$ <u>44.32</u>  | \$ <u>17,729</u>  |
| 6.                              | 1,250            | LF   | Concrete Curb, complete in place                                                                                           | \$ <u>14.29</u>  | \$ <u>17,869</u>  |
| 7.                              | 270              | SF   | Stone Masonry RipRap, grouted, complete in place                                                                           | \$ <u>5.00</u>   | \$ <u>1,350</u>   |
| <b>Street Construction</b>      |                  |      |                                                                                                                            |                  |                   |
| 8.                              | 1,100            | SY   | Remove/Salv., haul and stockpile of existing asphalt and stabilized base (8-10")                                           | \$ <u>5.00</u>   | \$ <u>5,500</u>   |
| 9.                              | 340              | CY   | Street Excavation                                                                                                          | \$ <u>14.50</u>  | \$ <u>4,930</u>   |
| 10.                             | 210              | CY   | 8" Flexible Base                                                                                                           | \$ <u>54.50</u>  | \$ <u>11,445</u>  |
| 11.                             | 940              | SY   | 2" Hot Mix Asphalt Surface Course                                                                                          | \$ <u>10.00</u>  | \$ <u>9,400</u>   |
| 12.                             | 70               | LF   | Concrete Curb                                                                                                              | \$ <u>14.29</u>  | \$ <u>1,000</u>   |
| 13.                             | 20               | SY   | 5' Concrete Sidewalk                                                                                                       | \$ <u>44.32</u>  | \$ <u>886</u>     |
| <b>Pavilion Construction</b>    |                  |      |                                                                                                                            |                  |                   |
| 14.                             |                  |      |                                                                                                                            |                  | \$ <u>161,981</u> |
| <b>TOTAL BASE BID</b>           |                  |      |                                                                                                                            | \$               | <u>328,150.00</u> |

Three Hundred Twenty Eight Thousand One Hundred Fifty Dollars.

COMPLETED BY

Chris Clark

DATE

2/5/2013

Sub-Contractors:

| NAME               | ADDRESS | PHONE | WORK TO BE PERFORMED               |
|--------------------|---------|-------|------------------------------------|
| 1. Edmund Jenschke |         |       | Drainwork, Paving                  |
| 2. Freed & Barker  |         |       | All concrete                       |
| 3. JK Bernhard     |         |       | steel & Lumber Framing,<br>Roofing |

(Attach additional sheet if required)

INSURANCE AGENT

| NAME                      | ADDRESS                    | PHONE        | POLICY        |
|---------------------------|----------------------------|--------------|---------------|
| 1. HUB International Rigg | 10777 Westheimer, Ste. 300 |              |               |
|                           | Houston, TX 77042-3454     | Larry Rhodes | (713)425-6606 |
| 2.                        |                            |              |               |
| 3.                        |                            |              |               |

BONDING AGENT

| NAME                                          | ADDRESS                             | PHONE         | POLICY |
|-----------------------------------------------|-------------------------------------|---------------|--------|
| 1. Washington International Insurance Company | 475 North Martingale Road Suite 850 |               |        |
|                                               | Schaumburg, IL 60173                | (800)338-0753 |        |
| 2.                                            |                                     |               |        |
| 3.                                            |                                     |               |        |

Signed this 5th day of FEB., 2013

Attest: JM LOWE COMPANY Contractor

Secretary  
(if bid by a Corporation)

BY: [Signature]

Title: PRESIDENT

SEAL

Business Address:

720 Earl Garrett

Kerrville, TX 78028

Phone: (830) 895-5202

Fax: (830) 895-5204

ACCEPTED THIS \_\_\_\_\_

day of \_\_\_\_\_, 2013

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

Todd Parton  
City Manager  
City of Kerrville, Texas.

ATTEST:

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

CITY SEAL

APPROVED AS TO FORM  
[Signature]  
Michael C. Hayes  
City Attorney

## **Agenda Item:**

5B. Appeal by a citizen requesting a waiver of the perimeter sidewalk construction for property located along the north side of State Highway 173 and being generally located across the highway from the Riverhill subdivision. (staff)

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

**SUBJECT:** Appeal by a citizen to the City Council requesting a waiver of the perimeter sidewalk construction for property located along the north side of State Highway 173 and being generally located across the highway from the Riverhill subdivision

**FOR AGENDA OF:** Feb. 12, 2013      **DATE SUBMITTED:** Feb. 2, 2013

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

- EXHIBITS:**
1. Letter of Appeal to the City Council
  2. Request for Administrative Waiver
  3. Denial of Administrative Waiver
  4. Topographic Map
  5. City of Kerrville Sidewalk Plan (2008) – Pages 33 and 38
  6. Proposed River Trail Maps

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

**SUMMARY STATEMENT**

Included in Exhibit 1 is a letter of appeal requesting a waiver for two tracts of land along the north side of State Highway 173.

Section 26-36 requires that commercial developments construct sidewalks within all street rights-of-way when they develop. Sidewalks must be installed along the full length of the property. This code also provides for waivers from the sidewalk requirement on a case-by-case basis.

The process to secure a waiver is as follows:

1. Administrative waiver – the city engineer may provide a waiver for all or a portion of the sidewalk only if he/she determines that adequate right-of-way does not exist to allow for the construction of a sidewalk.
2. Appeal to city council – should the city engineer deny a waiver request, the petitioner may then file an appeal to the city council. The city council may grant a waiver by considering the following:

- a. Topographic restrictions such as slope, drainage structures, etc.;
- b. Whether all property(s) adjacent to the subject property, whether or not the said property(s) is separated from the subject property by a public or private road, alley, or easement, is exempted from sidewalk construction by operation of the sidewalk code;
- c. Whether all property(s) adjacent to the subject property(s) is developed property, whether or not separated from said subject property by a public or private road, alley, or easement, and does not have existing sidewalks as of the effective date of the sidewalk code; or
- d. If it is shown to the satisfaction of the city council that any of the requirements of the sidewalk code, if complied with, would work an undue hardship on the property owner, the requirements required by the sidewalk code would not be in the best interest and general welfare of the public and, that the intent of the sidewalk code was met by the granting of the requested waiver.

Exhibit 3 contains a copy of the city engineer's denial of an administrative waiver request for these subject tracts.

Existing Conditions:

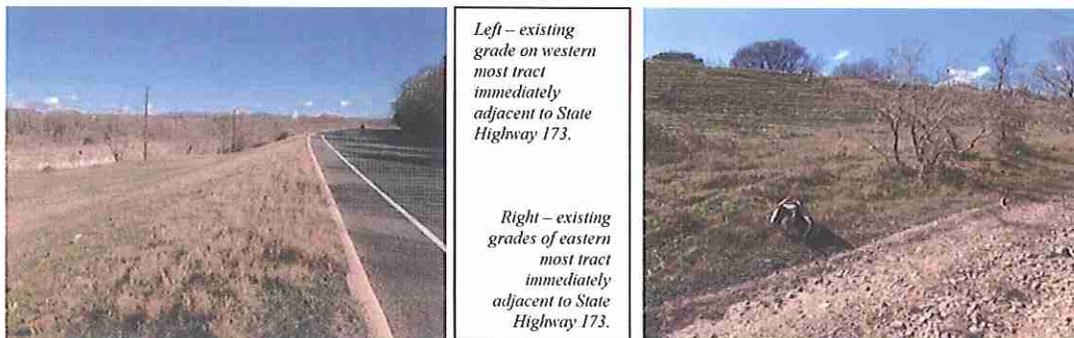
Subject Tracts – the sidewalk variance is requested on two tracts of land as provided in Exhibit 1.

*Floodplain/Floodway:*

Both tracts have frontage along State Highway 173 and are largely delineated within the floodplain and floodway by FEMA. The eastern most property is nearly entirely within a floodway designation and cannot be feasibly filled or developed. Approximately 2/3 of the western most property is designated within a 100-year floodplain or outside of a floodplain and may be filled and developed. The balance of that tract is within the floodway and may not be feasibly filled or developed. Both tracts are bounded on the north by the Guadalupe River.

*Topography:*

Exhibit 4 contains a topographic map showing the existing grades adjacent to State Highway 173. Both tracts generally slope downward from the highway to the Guadalupe River. The severe grades immediately adjacent to the roadway are due to the embankments required for the highway's construction.



*Adjacent Development/Land Uses:*

North – the tracts are bounded by the Guadalupe River on the north and the immediately adjacent tracts are undeveloped.

South – the Riverhill subdivision is located on the south side of State Highway 173. Riverhill was constructed without sidewalks along the highway.

East – two tracts of land immediately abut the eastern portion of the subject tracts. One is undeveloped and is located in the floodway. The other is owned by the City of Kerrville and is the location of the Birkdale lift station (currently under construction).

West – the immediately adjacent tract is primarily undeveloped. A concrete driveway has been constructed on the immediately adjacent tract.

City of Kerrville Sidewalk Master Plan (2008):

In 2008, the City of Kerrville adopted the Sidewalk Master Plan. The purpose of the plan was to create a document that enabled the city to provide for alternative modes of transportation and to create pedestrian linkages between commercial developments and between residential areas and special points of interest, commercial districts, etc.

The Sidewalk Master Plan identifies a pedestrian corridor immediately adjacent to the subject tracts. However, it also indicates that there are significant topographic challenges along these subject tracts. This indicates that the City should consider alternative means to achieve the pedestrian connection. Exhibit 5 shows the sidewalk plan for the subject tracts.

City of Kerrville River Trail:

The subject tracts are located along the city's planned river trail corridor. This request has been generated from discussions with the property owner regarding the acquisition of recreation easements to construct the trail and the owner's desire to use the river trail to meet the pedestrian linkage shown on the Sidewalk Master Plan.

The river trail provides an option that achieves the planned pedestrian linkages and is consistent with the purpose and intent of the Sidewalk Master Plan.

**ANALYSIS**

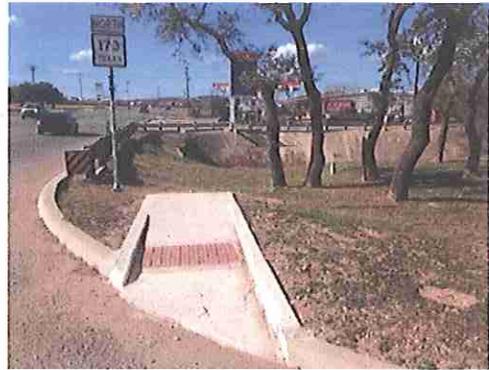
The subject tracts are located in the final undeveloped portion of the State Highway 173 corridor from State Highway 16 to Loop 534. Consideration of this appeal should contemplate the pedestrian circulation plan for the remainder of the corridor and how existing developed tracts would be affected.

Existing Development/Conditions:

There are three distinct sections along State Highway 173 from Loop 534 to State Highway 16:

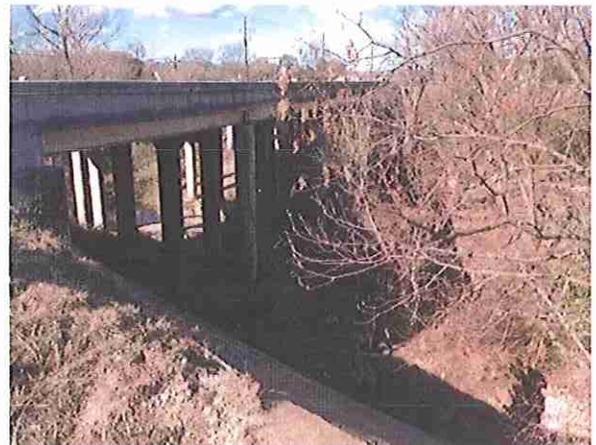
(1) from Loop 534 west to Camp Meeting Creek:

The State Highway 173 frontage is fully developed without the construction of sidewalks. Development includes a convenience store, a propane sales and storage lot, a camper/rv lot, and an assisted living center. It is bounded on the west by Camp Meeting Creek, a major topographic feature.



*Above and Left: Existing Development Along State Highway 173.*

- No sidewalks constructed
- TxDOT provided ADA ramp @ Loop 534
- Topographic challenges along roadway



*Right: Camp Meeting Creek.*  
- Major creek crossing  
- Significant drainage flow

- (2) from Camp Meeting Creek to the River Point assisted living center (1441 State Highway 173),

This section is undeveloped. The existing grade drops appreciably from west to east with the greatest drop being within the subject tracts.

Approximately ½ of this segment is designated as floodway and may not be feasibly developed. The proposed river trail is shown within the floodway areas and may provide for the pedestrian connections specified by the City of Kerrville Sidewalk Master Plan (2008). Exhibit 6 shows the proposed alignment for the river trail. The photos below give a rough approximation of where the river trail would be located on the subject tracts.



*Photos above show the general trail alignments through the subject tracts.*



*Left: Photo of property immediately adjacent to the western most boundary of the subject tract. The sidewalk is located on the neighboring property and measures approximately 4.5 feet high at the property line.*

*This image illustrates the existing grade issues at the shallowest point on the subject tracts.*

*Right: This image shows the existing sidewalk constructed on the River Point assisted living facility (1441 State Highway 173). This is a view looking back to the east and heading toward the subject tracts.*



- (3) from the River Point assisted living center (1441 State Highway 173) west to State Highway 16.

This section is fully developed. Many of the projects along this section of the highway corridor have installed sidewalks. There are a few older developed commercial tracts that did not incorporate sidewalks in their projects. Those commercial tracts without sidewalks were constructed prior to the city's sidewalk requirements.



*Left: Photo showing sidewalk construction along State Highway 173 heading due west from the River Point assisted living facility (1441 State Highway 173).*

#### Sidewalk Waiver Considerations:

City Council must consider the following factors in determining whether to grant a waiver to the sidewalk construction requirements. Should the City Council find that any one of these four items are applicable to this request it may grant a sidewalk waiver.

1. Topographic restrictions such as slope, drainage structures, etc.
  - The subject tracts have significant grade issues immediately adjacent to State Highway 173.
  - The State Highway 173 corridor is bisected by Camp Meeting Creek just to the east of the subject tracts. This is a major drainage way that makes sidewalk construction unfeasible.
2. Whether all property(s) adjacent to the subject property is exempted from sidewalk construction by operation of the sidewalk code.
  - All property adjacent to the subject tracts has not been exempted.
3. Whether all property(s) adjacent to the subject property(s) is developed property and does not have existing sidewalks as of the effective date of the sidewalk code.
  - Properties to the east, west, and north are not developed.

- Property to the south (Riverhill subdivision) is developed without sidewalks along the State Highway 173 corridor.
4. If it is shown to the satisfaction of the city council that any of the requirements of the sidewalk code, if complied with, would work an undue hardship on the property owner, the requirements required by the sidewalk code would not be in the best interest and general welfare of the public and, that the intent of the sidewalk code was met by the granting of the requested waiver
- Sidewalks constructed immediately adjacent to State Highway 173 would require major physical improvements uncommon to typical sidewalk construction. These improvements would include major earthen berms, major drainage structures, and railings for public safety. Maintenance and replacement of these facilities would be very difficult and costly.
  - More than half of the subject tracts are identified within floodway areas. Those floodway areas are not feasible for commercial development.
  - Construction of the river trail provides an alternative that achieves the purpose and intent of the City of Kerrville Sidewalk Plan (2008).
  - The western most subject tract and the two tracts immediately to the west represent the last portion of the State Highway 173 corridor that may be feasibly developed.

#### Recommendation

City staff recommends that the City Council grant the waiver request since it meets three of the criteria established by city code. It is also recommended that sidewalk variances be discussed with owners of the two tracts immediately west of these subject tracts in order to facilitate the extension of existing sidewalks to tie into the proposed river trail.

In evaluating this waiver request, city staff identified an alternative pedestrian routing plan that is feasible and achieves the recommendations included in the City of Kerrville Sidewalk Master Plan (2008). This alternative routing plan will provide a pedestrian system that is safer than perimeter sidewalks and will provide for enhanced commercial development along the State Highway 173 corridor. This alternative pedestrian routing plan would integrate the following concepts:

- Pedestrian access is available at the intersection of Loop 534 and State Highway 173 where TxDOT has already installed pedestrian oriented lighting, pedestrian pavement markings, and ADA ramps. A sidewalk could be extended along the western boundary of the Loop 534 bridge (within TxDOT right-of-way) to connect to the planned river trail.
- A sidewalk along the Loop 534 bridge would provide pedestrians a direct connection to the river trail providing access from Kerrville Schreiner Park west to Louise Hays Park.
- Old FM 689 has adequate right-of-way to facilitate a sidewalk along one or both sides. This would allow existing residential and commercial development to connect to the sidewalk and river trail systems.
- New commercial development or redevelopment along the State Highway 173 corridor could be constructed in a manner that connects to existing sidewalks and provides

linkages to the proposed river trail. This could be accomplished through coordination with property owners of other undeveloped tracts or the extension of pedestrian connectivity within the Chapman Street right-of-way.



*Left: Photo of the pedestrian signage, markings and ADA ramps at the intersection of Loop 534 and State Highway 173.*



*Right: Existing Old FM 689 pavement and right-of-way.*

#### **City Council Options**

1. Approve the sidewalk waiver request as presented.
2. Approve the sidewalk waiver request with conditions.
3. Table/postpone consideration of the sidewalk waiver request.
4. Deny the sidewalk waiver request.

**Exhibit 1**  
**Letter of Appeal to the City Council**



TUSCANY  
RANCH

January 31, 2013

Mr. Deiter Werner  
City Engineer  
City of Kerrville  
701 Main Street  
Kerrville, Texas 78028

Dear Mr. Werner,

I am in receipt of your letter dated January 31, 2013, denying my request for administrative waiver to the City of Kerrville's perimeter sidewalk requirement for property along State Highway 173.

I respectfully request that this decision be appealed to the City Council pursuant to Section 26-36, Paragraph (g) *Appeal to city council*. I feel that my property is eligible for a waiver to the sidewalk construction requirement pursuant to the topographic restrictions on the property and on the basis that the installation of the sidewalks would place an undue hardship and would not be in the best interest and general welfare of the community.

The property slopes severely from the State Highway 173 curb to the natural grade. Constructing a sidewalk along the roadway would create a hazardous pedestrian facility. Furthermore, the maintenance responsibilities for the sidewalks would be significant since they would require major berms or retaining walls.

Thank you for your consideration, and I request that this item be placed on the City Council agenda scheduled for Tuesday, February 12, 2013.

Respectfully,



Robert Keeble

**Exhibit 2**  
**Request for Administrative Waiver**



TUSCANY  
RANCH

January 30, 2013

Mr. Deiter Werner  
City Engineer  
City of Kerrville  
701 Main Street  
Kerrville, Texas 78028

Dear Mr. Werner,

I respectfully request that you grant an administrative waiver to the perimeter sidewalk requirements for two tracts of land located on the north side of Bandera Highway (Highway 173). These subject parcels are identified in the attached map. This request is pursuant to Section 26-36 (f) *Administrative waiver* of the Code of Ordinances of the City of Kerrville.

The City of Kerrville Sidewalk Master Plan (2008) indicates that the properties subject to this request face significant challenges with regard to the existing topography. These topographic characteristics make the feasibility of sidewalk extensions along the Bandera Highway corridor very difficult and would be contrary to the purpose and intent of the city's sidewalk construction requirement in commercial areas. Furthermore, the planned construction of the river trail through these properties would serve to meet the purpose and intent of the Sidewalk Master Plan (2008) and sidewalk ordinance.

Thank you for your consideration of this administrative waiver request.

Respectfully,



Robert Keeble



**Exhibit 3**  
**Denial of Administrative Waiver**



City of Kerrville  
Engineering Department  
200 Sidney Baker North · Kerrville, Texas 78028-5069  
Ph. 830-258-1170 · Fax 830-896-8793

January 31, 2013

Dear Mr. Keeble,

I am in receipt of your letter dated January 30, 2013 requesting an administrative waiver to the sidewalk requirements of the City of Kerrville for your property located adjacent to the north frontage of Highway 173 in Kerrville, Texas. As you are aware, the City of Kerrville Code of Ordinances, Section 26-36 (f) *Administrative Waiver*, that you referenced in your letter specifically allows the City Engineer to authorize a waiver to the provisions of this Article where the City Engineer determines that adequate right of way does not exist for the installation of a sidewalk on a portion or all of the subject tract or lot. As the justification for your request for a waiver to the requirement does not entail inadequate right of way issues, and specifically states existing topographic issues as the reason for a waiver request, pursuant to Section 26-36 (f) *Administrative Waiver* of the Code of Ordinances of the City of Kerrville, I have no administrative authority to waive the sidewalk requirement in accordance with said section and, therefore, your request is hereby respectfully denied.

Please note, however, that the Code of Ordinances does also provide for an appeal process in Section 26-36 (g) *Appeal to City Council*, specifically:

*Following determination by the City Engineer pursuant to (f) above, the City Council shall consider the following criteria for granting a waiver:*

- (1) *Topographic restrictions such as slope, drainage structures, etc;...*

If you believe that a request for a waiver is justified based on topographic challenges, as stated, then I encourage you to pursue your option of presenting your case to City Council for consideration.

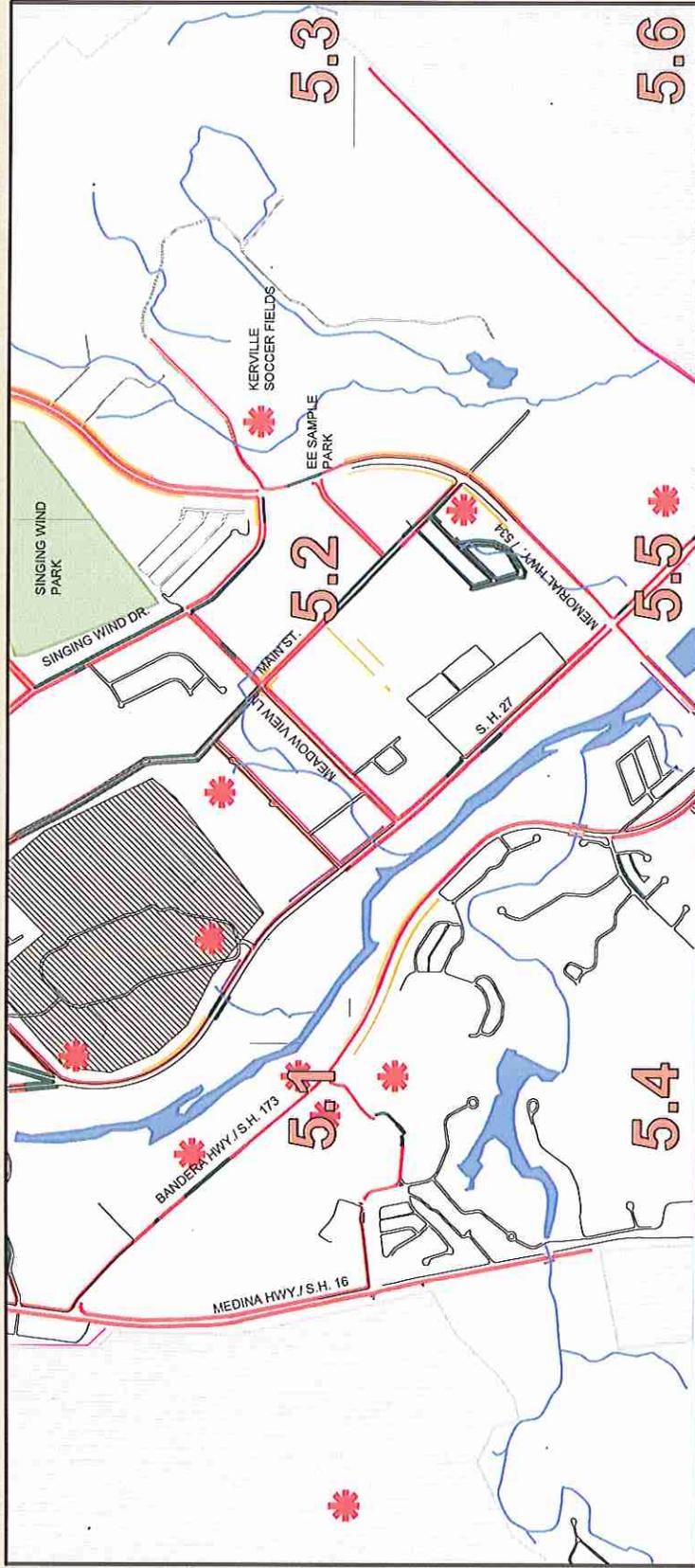
Respectfully,

Dieter Werner, P.E., CFM  
Director of Engineering and Planning  
City of Kerrville

**Exhibit 4**  
**Topographic Map**

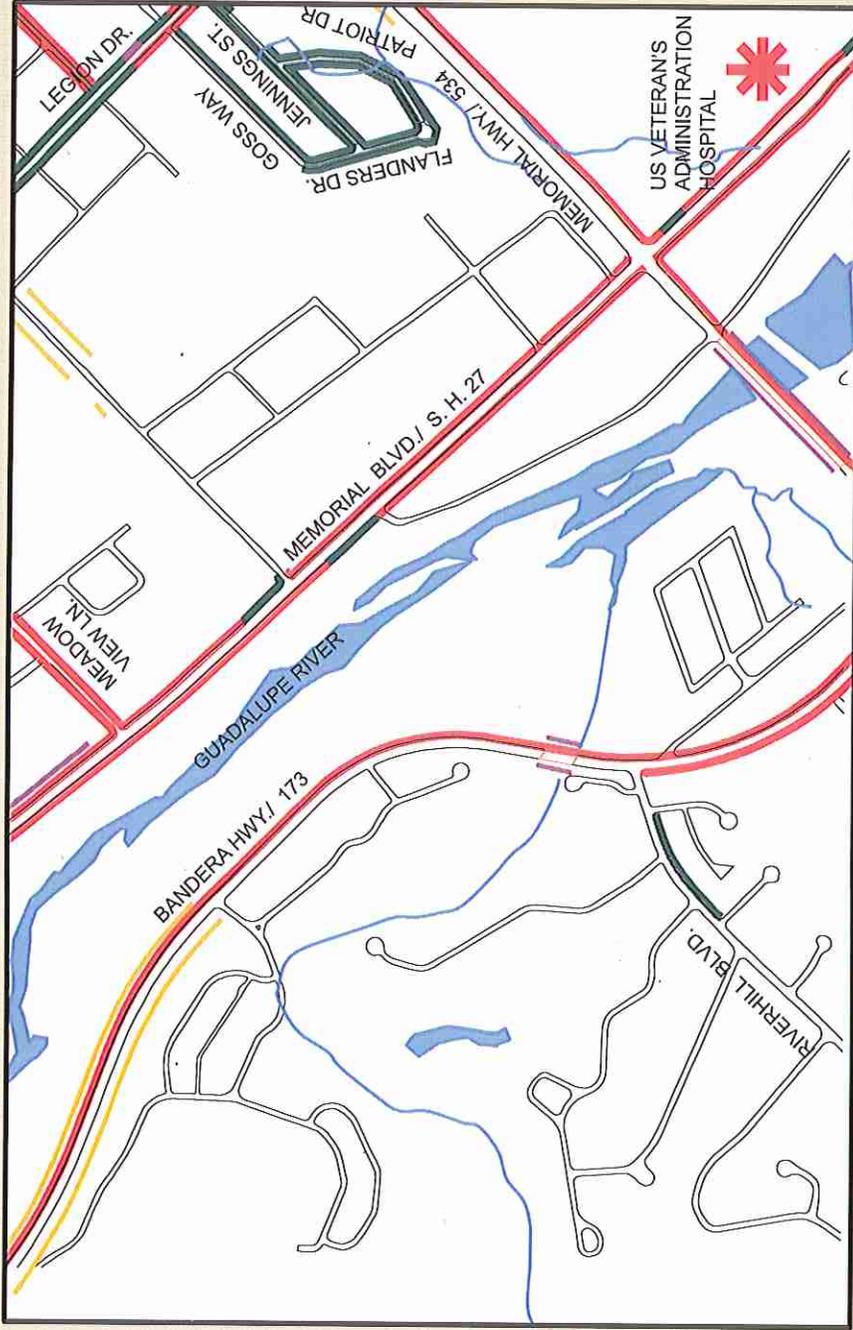


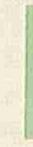
**Exhibit 5**  
**City of Kerrville Sidewalk Plan (2008) – Pages 33 and 38**



**Sector 5**  
 Sidewalk Master Plan





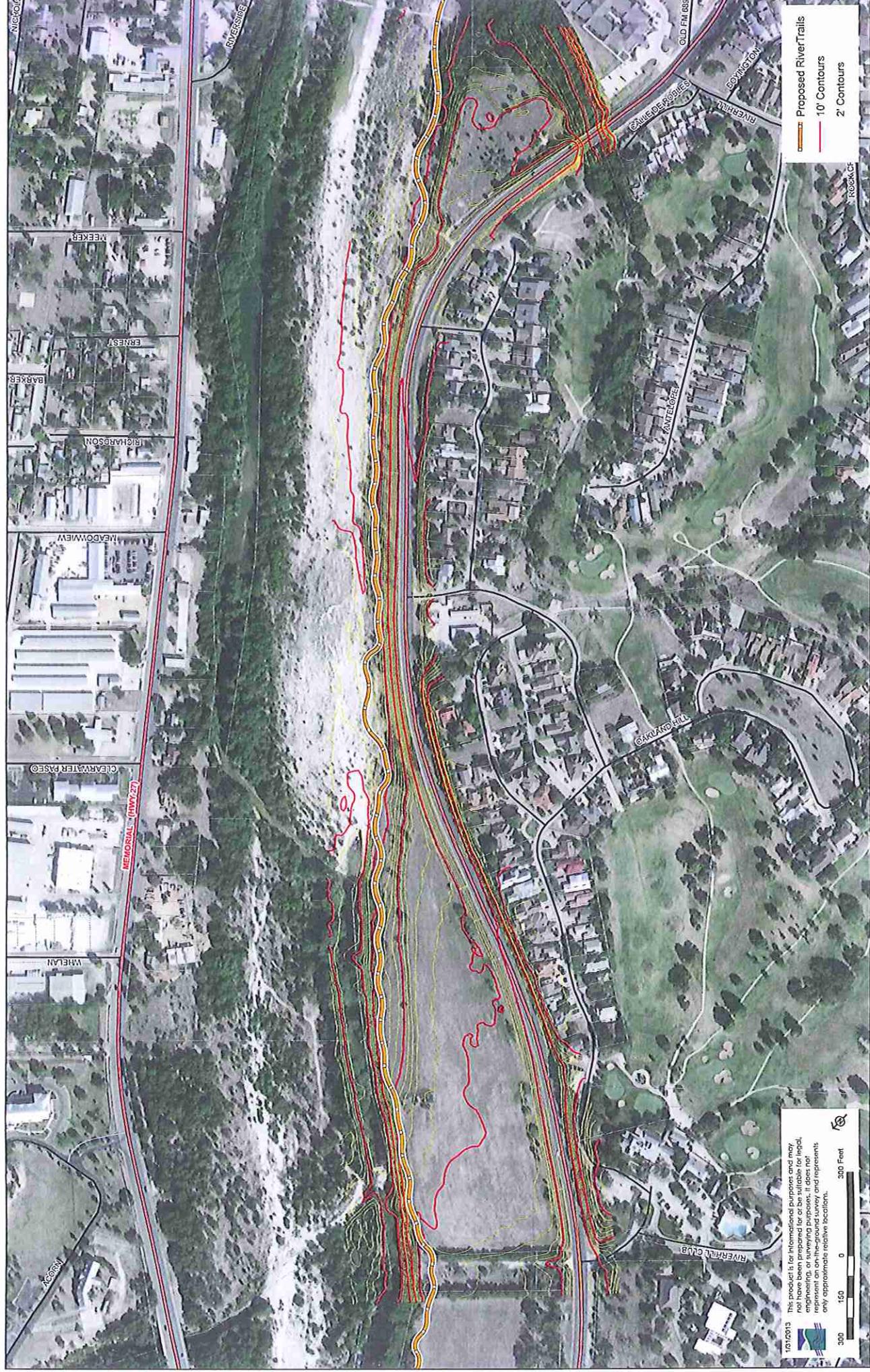
-  Park/ Recreation Area
-  City Limit
-  Existing Sidewalk – Good Condition
-  Existing Sidewalk – Poor Condition
-  Proposed Sidewalk
-  Topography Issue
-  Existing Obstacle
-  Existing Paved Road
-  Landmark



## Sector 5.5

  
 Sidewalk Master Plan

**Exhibit 6**  
**Proposed River Trail Maps**



101.0013  
 This product is for informational purposes and may not be used for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.



Proposed River Trails  
 10' Contours  
 2' Contours





# **Agenda Item:**

6A. Budget/Economic Update. (staff)



CITY OF KERRVILLE  
ECONOMIC UPDATE AS OF FEBRUARY 6, 2013

|                     | Current Month | Previous Month | 1 Year Ago | Trend | Current Month |
|---------------------|---------------|----------------|------------|-------|---------------|
| <b>National</b>     |               |                |            |       |               |
| Unemployment        | 7.90%         | 7.90%          | 8.30%      | ↔     | January       |
| Consumer Confidence | 58.6          | 66.7           | 61.5       | ↓     | January       |
| 1 year T-Bills      | 0.15%         | 0.14%          | 0.13%      | ↔     | 2/5/13        |

|                      |            |            |            |   |          |
|----------------------|------------|------------|------------|---|----------|
| <b>State</b>         |            |            |            |   |          |
| Monthly Unemployment | 6.00%      | 5.80%      | 7.10%      | ↑ | December |
| Monthly Sales Tax    | \$2,165.9m | \$2,339.2m | \$1,980.2m | ↑ | December |

|                                 |           |           |           |   |          |
|---------------------------------|-----------|-----------|-----------|---|----------|
| <b>Local</b>                    |           |           |           |   |          |
| Monthly Unemployment (Kerr Co.) | 5.00%     | 4.90%     | 5.60%     | ↑ | December |
| Median Listing Price            | \$165,000 | \$166,000 | \$218,000 | ↓ | 1/11/13  |
| Monthly Sales Tax               | \$566,944 | \$43,370  | \$529,535 | ↑ | February |
| Monthly EIC Tax                 | \$283,472 | \$216,885 | \$264,744 | ↑ | December |
| Monthly HOT                     | \$48,837  | \$66,095  | \$46,022  | ↑ | December |

|                                        | FY13<br>Budget      | FY13<br>as of 1/31/2013 | FY13<br>% Received | FY12<br>as of 1/31/2012 | FY12<br>% Received |
|----------------------------------------|---------------------|-------------------------|--------------------|-------------------------|--------------------|
| <b>General Fund</b>                    |                     |                         |                    |                         |                    |
| Tax Revenue                            | \$14,939,900        | \$8,751,451             | 58.58%             | \$9,735,174             | 67.13%             |
| Property Tax                           | \$8,050,000         | \$6,624,297             | 82.29%             | \$7,643,625             | 96.75%             |
| Sales Tax                              | \$4,885,000         | \$1,718,367             | 35.18%             | \$1,671,353             | 36.73%             |
| Permits & Fees                         | \$324,975           | \$112,151               | 34.51%             | \$114,307               | 35.28%             |
| Intergovernmental                      | \$1,191,000         | \$402,236               | 33.77%             | \$596,250               | 50.83%             |
| Service Revenues                       | \$2,411,860         | \$922,044               | 38.23%             | \$780,568               | 30.36%             |
| Grant Revenue                          | \$29,500            | \$4,800                 | 16.27%             | \$17,359                | 65.51%             |
| Fines & Forfeitures                    | \$506,618           | \$140,696               | 27.77%             | \$142,802               | 29.24%             |
| Interest & Misc.                       | \$240,850           | \$64,265                | 26.68%             | \$56,201                | 14.77%             |
| Transfers In                           | \$1,250,000         | \$416,666               | 33.33%             | \$416,667               | 32.87%             |
| <b>Total General Fund</b>              | <b>\$20,894,703</b> | <b>\$10,814,310</b>     | <b>51.76%</b>      | <b>\$11,859,327</b>     | <b>57.20%</b>      |
| <b>Total General Fund Expenditures</b> | <b>\$20,594,703</b> | <b>\$6,404,113</b>      | <b>31.10%</b>      | <b>\$6,373,831</b>      | <b>31.32%</b>      |
| <b>Water/Sewer Fund</b>                |                     |                         |                    |                         |                    |
| Water Sales                            | \$4,500,000         | \$1,644,360             | 36.54%             | \$1,315,569             | 29.87%             |
| Sewer Sales                            | \$3,800,000         | \$1,157,743             | 30.47%             | \$1,231,966             | 32.89%             |
| Other Revenue                          | \$725,500           | \$235,852               | 32.51%             | \$254,672               | 34.64%             |
| <b>Total Water &amp; Sewer Fund</b>    | <b>\$9,025,500</b>  | <b>\$3,037,956</b>      | <b>33.66%</b>      | <b>\$2,802,207</b>      | <b>31.53%</b>      |
| <b>Total W&amp;S Fund Expenditures</b> | <b>\$8,851,239</b>  | <b>\$2,568,613</b>      | <b>29.02%</b>      | <b>\$4,395,095</b>      | <b>41.61%</b>      |

## **Agenda Item:**

6B. Water resources report. (staff)

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

---

**SUBJECT:** Water Resources Report

**FOR AGENDA OF:** 2/12/13

**DATE SUBMITTED:** 1/24/13

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

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

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

---

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

**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.