



## CITY OF KERRVILLE

MAYOR AND CITY COUNCIL

800 Junction Highway

Kerrville, Texas 78028

830-257-8000 / [www.kerrvilletx.gov](http://www.kerrvilletx.gov)

### PROCLAMATION

- Whereas During World War II, a select group of young women pilots became pioneers, heroes, and role models.
- Whereas More than 60 years ago, they flew fighter, bomber, transport, and training aircraft in defense of America's freedom.
- Whereas They were known as **Women Airforce Service Pilots, WASP.**
- Whereas The **WASP** was a pioneering organization of civilian female pilots that would fly military aircrafts under the direction of the United States Army Air Forces during World War II.
- Whereas Through their actions, the **WASP** promoted a revolutionary reform in the integration of women pilots into the Armed Services.

**NOW, THEREFORE,** I, Todd A. Bock, Mayor of the City of Kerrville, Texas, by virtue of this Proclamation, hereby honor Nan Hazeltine for her courage, sacrifice and service to our nation.

#### **IN WITNESS WHEREOF,**

I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the 23<sup>rd</sup> day of March, 2010.

Todd A. Bock, Mayor





## CITY OF KERRVILLE

MAYOR AND CITY COUNCIL

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Kerrville, Texas 78028

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### PROCLAMATION

**WHEREAS,** There is an increasing number of men, women and children who will face hunger this year; and

**WHEREAS,** Millions of people will rely on food banks, shelters and pantries to meet their most basic needs; and

**WHEREAS,** The **Stamp Out Hunger** effort is the nation's largest single-day food drive, having collected more than 982 million pounds of food since its inception in 1993; and

**WHEREAS,** On May 8, 2010 the National Association of Letter Carriers will host a food drive to **Stamp Out Hunger** and help assist millions of needy Americans; and

**WHEREAS,** The National Association of Letter Carriers in Kerrville is asking the community to come together and donate non-perishable food items to **Stamp Out Hunger**.

**NOW, THEREFORE,** I, Todd A. Bock, Mayor of the City of Kerrville, Texas, encourage all citizens of Kerrville to **Stamp out Hunger** and join the fight against hunger and

**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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
Todd A. Bock, Mayor  
City of Kerrville, Texas





## CITY OF KERRVILLE

MAYOR AND CITY COUNCIL

800 Junction Highway

Kerrville, Texas 78028

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### PROCLAMATION

**WHEREAS,** **Bark For Life** is a fun-filled event for dogs and their owners to come together to join in the fight against cancer; and

**WHEREAS,** **Bark for Life** was created to celebrate survivors and honor those lost to cancer, both humans and canines; and

**WHEREAS,** **Bark For Life** helps to fundraise for the American Cancer Society in support of cancer research, education, advocacy and to help eliminate the suffering that cancer causes worldwide; and

**WHEREAS,** Kerr County Bark For life was the first event of its kind in Texas in 2009. Now there are hundreds of **Bark For Life** festivals across the USA; and

**WHEREAS,** The **Bark For Life** event will take place at the River Star Arts and Event Park, from 9 a.m. to 1 p.m. on March 27<sup>th</sup>, 2010; and

**NOW, THEREFORE,** I, Todd A. Bock, Mayor of the City of Kerrville, Texas, on behalf the Kerrville City Council and the City of Kerrville, do hereby proclaim March 27<sup>th</sup> "**BARK FOR LIFE**" day.



**IN WITNESS WHEREOF,**  
I have hereunto set my hand  
and caused the Seal of the  
City of Kerrville to be affixed  
hereto, the 23<sup>rd</sup> day of March,  
2010.

\_\_\_\_\_  
Todd A. Bock, Mayor

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

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**SUBJECT:** Resolution releasing utility easement in the Maud Jennings Subdivision.

**FOR AGENDA OF:** March 23, 2010      **DATE SUBMITTED:** March 10, 2010

**SUBMITTED BY:** Kevin Coleman, Director of Development Services *KC*

**CLEARANCES:** Kristine Ondrias, Assistant City Manager *KO*

**EXHIBITS:** Letter of Request  
Resolution

**AGENDA MAILED TO:**

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

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**BACKGROUND**

Habitat for Humanity – Kerr County has requested the abandonment of a twenty foot water and waste water easement that crosses their property. The utilities in this easement are being relocated with the development of the Maud Jennings Subdivision. Engineering plans for this proposed realignment have been approved and construction is underway. This easement needs to be abandoned prior to the recording of the final plat.

**RECOMMENDED ACTION**

Approve resolution.



*Building houses, building hope*

January 7, 2010

City of Kerrville  
800 Junction Hwy.  
Kerrville, TX 78028

To Whom It May Concern:

As current owner of the property noted in the attached easement (Vol. 18, Pages 623-626), Habitat for Humanity Kerr County would like to request that the easement be abandoned effective immediately. Please contact us at (830) 792-4844 with any questions regarding this matter.

Sincerely,

Steve Hamilton  
Executive Director  
Habitat for Humanity Kerr County

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

**A RESOLUTION ABANDONING A WATERLINE AND WASTEWATER LINE  
EASEMENT LOCATED WITHIN THE MAUD JENNINGS SUBDIVISION; AND  
ORDERING RECORDING**

**WHEREAS**, a waterline and wastewater line easement (“Easement”) was previously conveyed to the City of Kerrville, Texas (“City”) for property located within the Maud Jennings Subdivision (the “Property”), as evidenced by the instrument recorded at Volume 18, Pages 623-626 of the Real Property Records of Kerr County, Texas; and

**WHEREAS**, Habitat for Humanity-Kerr County Texas (“Habitat”) is the current owner and developer of the Property; and

**WHEREAS**, pursuant to its current development of the Property, Habitat will relocate the water and wastewater lines found within the Easement to the public right-of-way and another easement which will be dedicated to the City via a plat; and

**WHEREAS**, based upon this relocation, Habitat has requested that the City abandon the Easement; and

**WHEREAS**, in order to avoid any future cost to the public that might be required with respect to the future maintenance of the Easement and due to the substitution of another waterline and wastewater line easements on the Property, the City Council of the City of Kerrville, Texas finds it to be in the public interest to abandon the Easement;

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

**SECTION ONE.** The City Council of the City of Kerrville, Texas, finds that the Easement located within the Maud Jennings Subdivision, as conveyed to the City and recorded at Volume 18, Pages 623-626 of the Real Property Records of Kerr County, Texas, said Easement attached as **Exhibit A**, will no longer serve a public interest and should be abandoned.

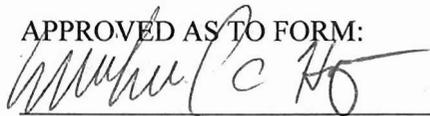
**SECTION TWO.** Based upon the findings made in Section One, above, and in accordance with the City’s policy regarding the disposition of real estate, the City Council authorizes the City Manager to execute and then file and record the Abandonment of Easement, as attached at **Exhibit B**, within the Real Property Records of Kerr County, Texas.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010.**

\_\_\_\_\_  
Todd A. Bock, Mayor

ATTEST:

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

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1981 WATER AND WASTEWATER LINE EASEMENT

VOL 18 PAGE 623

STATE OF TEXAS  
COUNTY OF KERR

KNOW ALL MEN BY THESE PRESENTS:

That I, Joseph Barry Richeson, of the County of <sup>Becker</sup> ~~Kerr~~ and the State of Texas, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash to me in hand paid by the CITY OF KERRVILLE, and the other agreements of the City of Kerrville, set forth herein, do hereby GIVE AND GRANT to the CITY OF KERRVILLE, a Municipal Corporation of Kerr County, Texas, the right to construct, reconstruct and perpetually maintain a waterline and wastewater line, together with all necessary appurtenances, in, upon, and across the following described land located in Kerr County, Texas, to-wit:

A twenty foot (20.0 ft) wide easement being the northeasterly 20.0 ft. of an eighty foot (80.0 ft) wide L.C.R.A. easement across an 118 acre tract out of an original 122.3 acre tract. Said original 122.3 acre tract being described in Volume 105, Page 265, of Deed Records of Kerr County, Texas.

Said 20.0 ft. easement being all out of the S. Wallace Survey No. 113, Abstract 347, Kerr County, Texas, and being more particularly described in PLAT attached hereto and incorporated by reference.

TO HAVE AND TO HOLD the same perpetually to the CITY OF KERRVILLE and its successors, together with the right and privilege at any time to enter said premises, or any part thereof, for the purpose of constructing, reconstructing, and maintaining said waterline and wastewater line, and for making connections herewith. City agrees after doing any work in connection with construction, reconstruction or repair, to restore said premises to the condition in which the same were found before such work was undertaken, and that in the use of said rights and privileges herein granted, the City of Kerrville will not create a nuisance or do any acts that would be detrimental to said premises, and further, the City of Kerrville, agrees to avoid the destruction of any large trees.

EXECUTED this 23 day of November, 1983.

*Joseph Barry Richeson*  
Joseph Barry Richeson

APPROVED AS TO FORM:

*Thomas S. Terrell*  
Thomas S. Terrell, City Attorney  
City of Kerrville, Texas

STATE OF TEXAS §  
COUNTY OF BEXAR §

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Before me, the undersigned authority, on this day personally appeared .  
Joseph Barry Richeson known to me to be the person whose name is subscribed  
to the foregoing instrument, and acknowledged to me that he executed the same  
for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of November,  
1983.

*Martha L. Willard*  
Notary Public in and for Bexar  
County, Texas  
Martha L. Willard



S. WALLACE  
SURVEY 113

S. WALLACE  
SURVEY

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SCALE: 1" = 400'

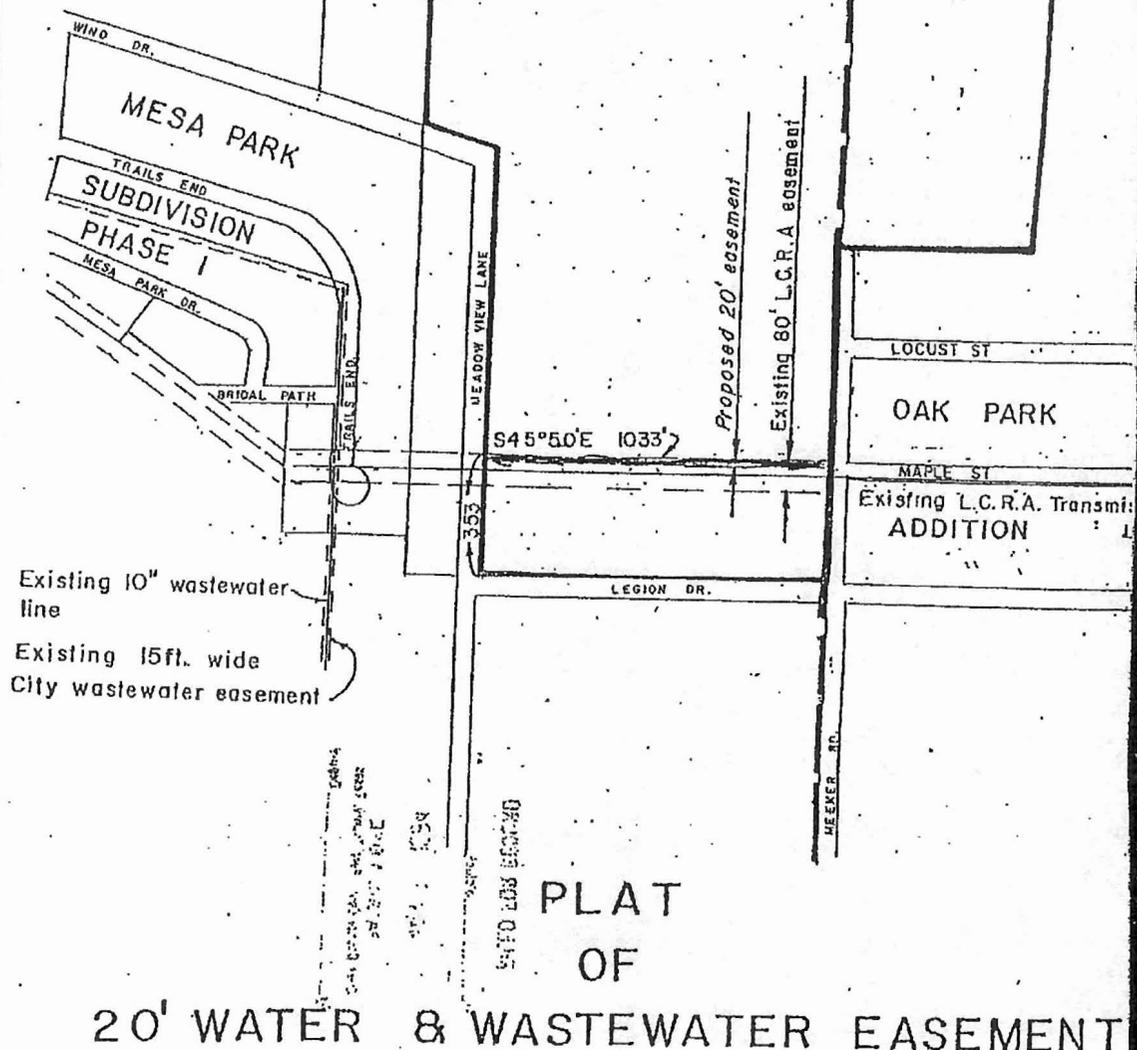
RICHESON & TINSLEY

118 acre tract of land out of an original

122.3 acre tract

Vol. 105, Page 265

6-27-59



Existing 10" wastewater line  
Existing 15ft. wide City wastewater easement

PLAT  
OF

20' WATER & WASTEWATER EASEMENT

1981 INDEXED  
COMPAREN

Water + Wastewater Service  
Contract

Joseph Barry Rickson  
20  
City of Kernville

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FILED FOR RECORD

at 11:07 o'clock P.M.

MAR 13 1984

PATRICIA DYE  
Clerk County Court, Kern County, Texas  
By David M. S. Deputy

RECORDED  
-- 41 FBI'S CERTIFICATE NUMBER --

Return to City Clerk  
600 Main  
City of Kernville  
Kernville, Ca. 98028

**ABANDONMENT OF EASEMENT**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF KERR         §**

WHEREAS, by instrument dated November 23, 1983, executed by Joseph Barry Richeson, recorded in Volume 18, Pages 623-626, Real Property Records, Kerr County, Texas, the undersigned City of Kerrville, Texas (“City”), obtained a twenty foot (20’) wide easement for the purpose of constructing, reconstructing, and maintaining a waterline and wastewater line, together with all appurtenances, in, upon, and across the property described in said instrument (the “Easement”); and

WHEREAS, the current owner and developer of the land which includes the Easement, Habitat for Humanity-Kerr County Texas, has requested that the City abandon the Easement, as pursuant to its development of the property, the utilities located within the Easement will be relocated to the public right-of-way and another easement which will be dedicated to the City via a plat;

WHEREAS, the City Council of the City of Kerrville, Texas, has determined that the Easement, which was obtained by the City in the instrument referred to above, is no longer necessary to the operation of the City’s water or wastewater systems and that as such, the Easement should be abandoned;

NOW THEREFORE, the City of Kerrville, Texas, by Resolution No. \_\_\_-2010 duly made and adopted at its regular meeting of March 23, 2010, has abandoned and does hereby evidence abandonment of the Easement; PROVIDED HOWEVER, that this abandonment is made subject to the condition of the property as it presently exists, containing abandoned pipe, which has been properly capped and filled according to professional engineering specifications, it being specifically understood that the City shall not be liable for subsidence or any other damage which may be caused by the condition of the Easement now or in the future, as a result of its use.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF KERRVILLE, TEXAS

\_\_\_\_\_  
Jeffrey Todd Parton, City Manger

ATTEST:

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

THE STATE OF TEXAS  
COUNTY OF KERRVILLE §

§

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by JEFFREY TODD PARTON, City Manager, City of Kerrville, Texas, on behalf of said City.

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Notary Public in and for the State of Texas

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

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**SUBJECT:** Purchase of wastewater treatment chemical (BioCOPE) through the Texas SmartBuy program.

**FOR AGENDA OF:** 03/23/10

**DATE SUBMITTED:** 03/12/10

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

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:** BioCOPE Quote

**AGENDA MAILED TO:**

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

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<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>
<b>\$30,000</b>	<b>\$137,464</b>	<b>\$288,440</b>	<b>02-885-103</b>

**PAYMENT TO BE MADE TO:** BioCOPE Inc.  
23711 Hix Drive  
Canyon Tx 79015  
(800)299-2933

**REVIEWED BY THE FINANCE DIRECTOR:** *Jue*

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**SUMMARY STATEMENT**

BioCOPE is a wastewater treatment chemical that has eliminated repetitive customer complaints in and around Quinlan Liftstation. It also provides our collection system with an extended life by preventing sulfuric acid formation on pipe and manhole walls above the water levels, and assists in smoothing the treatment operations at the Wastewater Treatment Plant. The Wastewater Treatment Plant will be completely out of this chemical (BioCOPE) in the next month and a half.

The Wastewater Division has been purchasing this chemical in bulk to receive a discount from the supplier. If a truckload of approximately 5000 gallons is purchased, the supplier charges \$6 a gallon; in smaller quantities they charge \$9 a gallon. This purchase should be approximately 4,900 gallons at \$6 a gallon for a total of \$29,400, which we estimate as enough chemical to last 8 months. I recommend authorizing the expenditure of \$30,000. The excess funds will cover fuel service charges and/or slight overages in delivery.

**RECOMMENDED ACTION**

Authorize City Manager to execute purchase order with BioCOPE Inc to purchase BioCOPE in a quantity not to exceed \$30,000 through the Texas SmartBuy program.

PRICE QUOTE from BioCOPE, Inc.

March 12, 2010

To: City of Kerrville

4900 gallon of ERI	\$6.00 per gallon	Total	\$29,400.00
Freight charges included			
Government price-Texas Smart Buy			
Wastewater Treatment Plant			

Gary McDaniel  
Vice President -- BioCOPE, Inc.

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

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**SUBJECT:** Resolution appointing election judges and establishing a central counting station for the general election to be held on May 8, 2010

**FOR AGENDA OF:** March 23, 2010     **DATE SUBMITTED:** March 10, 2010

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

**EXHIBITS:** Resolution

**AGENDA MAILED TO:**

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

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Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$445.25	\$6,965.00	\$7,000.00	01-802-403

**PAYMENT TO BE MADE TO:** Kerr County

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

On January 26 the city council approved Resolution No. 001-2010 calling the general election to be held on May 8, 2010, to elect a mayor and two (2) city councilmembers.

The attached resolution makes the following appointments for the May 8 election:

- Arita Raso, election judge;
- Helen Herget, alternate election judge; and
- Eugenia Webb, early voting ballot board judge.

The Texas Election Code requires that certain procedures be followed for the counting of ballots. The attached resolution sets out these procedures for the May 8, 2010 election as follows:

- Establishes the location of the central counting station as the county voter registrar's office at the Kerr County Courthouse, 700 Main Street.
- Appoints the central counting station workers as follows:
  - Pam Cornett, central counting station manager;
  - Bob Avery, tabulation supervisor; and
  - Becky Bolin Rogers, central counting station presiding judge.
- Authorizes the city manager to sign a contract to lease election equipment from Kerr County.

**RECOMMENDED ACTION**

The city secretary recommends approval of the resolution designating the central counting station, appointment of judges and workers as stated, and authorizes the city manager to sign a contract to lease election equipment from Kerr County.

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

**A RESOLUTION 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 EARLY PROCESSING OF BALLOTS FOR THE GENERAL ELECTION CALLED FOR MAY 8, 2010**

WHEREAS, in order to more efficiently conduct the counting of ballots for the May 8, 2010, general election for the City of Kerrville, the City Council finds it to be in the public interest to adopt certain procedures and methods for conducting said election and counting the ballots cast in said election; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to establish such procedures;

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

**SECTION ONE.** That the following people be appointed as election judges pursuant to Texas Election Code §32.005 for the election to be held on May 8, 2010, inclusive of the early voting period:

Arita Raso – Election Judge  
Helen Herget – Alternate Election Judge  
Eugenia Webb – Early Voting Ballot Board Judge

**SECTION TWO.** That in accordance with Texas Election Code §127.001, the City Council of the City of Kerrville, Texas, hereby declares that ballots for the May 8, 2010, City election shall be electronically counted by using the Hart E Scan System owned by Kerr County.

**SECTION THREE.** That in accordance with Texas Election Code §127.001, the City Council hereby establishes that the central counting station for the counting of ballots in the May 8, 2010, election will be located in the office of the voter registrar of Kerr County, Texas, 700 Main Street, Kerrville, Texas.

**SECTION FOUR.** That in accordance with Texas Election Code §127.002, Pam Cornett is appointed to serve as central counting station manager for the May 8, 2010, City Council election.

**SECTION FIVE.** That in accordance with Texas Election Code §127.003, Bob Avery is appointed to serve as tabulation supervisor for the May 8, 2010, City election.

**SECTION SIX.** That in accordance with Texas Election Code §127.005, Becky Bolin Rogers is appointed to serve as presiding judge of the central counting station for the May 8, 2010, City election.

**SECTION SEVEN.** That in accordance with Texas Election Code §127.124, the City Council hereby authorizes that the ballots cast during the early voting period for the May 8, 2010, City election may be processed on or after 9:00 AM on May 8, 2010.

**SECTION EIGHT.** That the city manager is authorized to execute on behalf of the City of Kerrville, Texas, a contract for lease of election equipment with Kerr County as shown in **Exhibit A**.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010.**

\_\_\_\_\_  
Todd A. Bock, Mayor

APPROVED AS TO FORM:



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

ATTEST:

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

# CONTRACT FOR LEASE OF ELECTION EQUIPMENT

## KERR COUNTY

**CONTRACTING PARTY:** City Secretary, City of Kerrville

**ELECTION DATE:** May 8, 2010 **TYPE OF ELECTION:** General

This contract for lease of election equipment made by and between **KERR COUNTY** and **City of Kerrville**, hereinafter called the **CONTRACTING PARTY**, is based on the following terms and conditions to-wit:

**Purpose:** **KERR COUNTY** and the **CONTRACTING PARTY** have determined that it is in the public interest of the citizens of the county that the following contract be made and entered into for the purpose of having **KERR COUNTY** furnish to the **CONTRACTING PARTY** certain election equipment necessary for the **CONTRACTING PARTY** to conduct the **General Election** (type of election) on May 8, 2010 (date of election)

**Terms:** The term of this **CONTRACT FOR LEASE OF ELECTION EQUIPMENT** begins on the date signed and terminates 10 days after the election date described above.

**Rental:** The **CONTRACTING PARTY** shall be charged as indicated below:

The **CONTRACTING PARTY** shall pay **KERR COUNTY** a **\$50.00 per election administration fee** in addition to the election equipment lease expense described below.

### ELECTION EQUIPMENT TO BE LEASED FROM KERR COUNTY:

	Early Voting and Election Day		
	# of Units	Lease Cost	Total
eSlates	2	\$37.50	\$ 75.00
JBC	2	\$37.50	\$ 75.00
eScans	2	\$67.50	\$ 135.00
Tally Computer	1	\$57.75	\$ 57.75
Lap Top Computer	1	\$52.50	\$ 52.50
Administration Fee	1	\$50.00	\$ 50.00
<b>TOTAL</b>			<b>\$ 445.25</b>

Specific equipment to be leased shall be identified at the time of delivery by make, model and serial number of each unit. Said acknowledgment shall be considered a part of this Contract for the purpose of identifying the specific equipment leased. Only the actual expenses directly attributed to the Contract may be charged pursuant to Section 123.033 of the *Texas Election Code*. **KERR COUNTY** must submit the statement of actual costs to **CONTRACTING PARTY** no later than ten days after the **General Election** (type of election) on **May 8, 2010** (date of election). The **CONTRACTING PARTY** agrees to pay costs of the equipment within fifteen days of receipt of the statement.

**PROGRAMMING:** The **CONTRACTING PARTY** is solely responsible for programming the election machines. All costs, direct and indirect, including, but not limited to, software programming and labor expense shall be paid directly by the **CONTRACTING PARTY**.

**Use:** The **CONTRACTING PARTY** shall use the Direct Record Electronic Voting System Equipment and supplies indicated above in a careful and proper manner. The **CONTRACTING PARTY** shall take delivery of the equipment from the Tax Assessor/Collector (or designated employee) of Kerr County, Texas, and deliver to its polling locations and return the same to the Tax Assessor/Collector (or designated employee) of Kerr County, Texas, no later than the day following the election as indicated. The **CONTRACTING PARTY** shall comply with Tax Assessor/Collector (or designated employee) **written procedure** for use of the equipment, which shall be provided with the delivery of the equipment. The **CONTRACTING PARTY** shall also comply with the Manufacturer's manual as to the use and operation of said election equipment and any laws, ordinances and regulations relating to the possession, use and maintenance of the election equipment and limit its use only for the purpose of holding the election described above.

**Condition of Equipment upon Delivery to CONTRACTING PARTY:** **THE CONTRACTING PARTY** shall inspect the property within 24 hours of receipt of the election equipment. The **CONTRACTING PARTY** agrees that unless the **CONTRACTING PARTY**, within this period of time, gives written notice to **KERR COUNTY** specifying any defects in or other proper objections to the equipment, it shall be conclusively presumed that the property is in good condition and repair and that the **CONTRACTING PARTY** is satisfied with and has accepted the property in such good condition and repair.

**Condition of Equipment upon Return by CONTRACTING PARTY:** **KERR COUNTY** shall inspect the property within 72 hours after receipt of the election equipment. Unless **KERR COUNTY**, within this period of time, gives written notice to the **CONTRACTING PARTY** specifying any defects in or other proper objections to the equipment, the **CONTRACTING PARTY** agrees that it shall be conclusively presumed between both parties that **KERR COUNTY** has fully inspected and acknowledged that the property is in good condition and repair and that **KERR COUNTY** is satisfied with and has accepted the property in such good condition and repair.

**Inspection:** KERR COUNTY shall at all times during the election have the right to enter on the premises where the election is being held for purposes of inspecting the equipment and observing its use.

**Alterations:** The CONTRACTING PARTY acknowledges that the equipment is technical and the CONTRACTING PARTY shall make no alterations to the leased election equipment without obtaining prior written permission from the Tax Assessor/Collector (or designated employee) of Kerr County, Texas.

**Maintenance and Repair:** The CONTRACTING PARTY at its own cost and expense shall keep the leased equipment in good repair, condition and working order and shall see that the election equipment is not subject to careless or needless rough usage.

**Loss and Damage:** The CONTRACTING PARTY assumes all risk of lost and damaged election equipment from any cause. In the event of loss of, or damage to, the election equipment leased, the CONTRACTING PARTY shall immediately notify KERR COUNTY, and, at the option of KERR COUNTY, shall:

1. repair the election equipment, at its cost and expense, subject however to warranty coverage provided by manufacturer;
2. replace the property with like property in good repair which property shall then become subject to this lease; or
3. Pay KERR COUNTY for, in cash, the replacement price of the equipment.

**Indemnity:** To the extent permitted by law, the CONTRACTING PARTY shall indemnify KERR COUNTY and hold KERR COUNTY harmless from, all claims, actions, proceedings, costs, damages and liabilities, including attorneys fees, arising out of, connected with, or resulting from the leased equipment, including without limitation the selection, delivery, possession, use, operation, or return of the property.

**Default:** An occurrence of the following events shall, at the option of KERR COUNTY, terminate this contract for lease of election equipment and immediately grant KERR COUNTY right to possession of the election equipment leased:

1. Noncompliance of any of the above events, by the CONTRACTING PARTY with any term, covenant, or condition of this agreement.

On the happening of any of the above events, KERR COUNTY may, without notice, take possession of the leased equipment.

**Attorney Fees:** In the event of any action filed in relation to this contract, the prevailing party shall be entitled to recover a reasonable amount of its attorneys fees incurred.

**Assignment of Contract:** This contract cannot be assigned or subleased without the written consent of KERR COUNTY. Ownership of the property leased is and shall at all times remain

the sole property of **KERR COUNTY**, and the **CONTRACTING PARTY** shall not have right, title or interest in the property.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTING PARTY

\_\_\_\_\_  
Pat Tinley  
Kerr County Judge

\_\_\_\_\_  
Representative

ATTEST: Diane Bolin, Kerr County Tax Assessor/Collector or designated employee

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

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

**TEMA:** Elejir y llenar la posicion de Juezes y establecer el lugar donde se llevara acabo la eleccion en Mayo 8, del 2010

**AGENDA :** Marzo 23, 2010

**FECHA SOMETIDA:** Marzo 10, 2010

**SOMETIDA POR:** Brenda Craig  
Secretaria de la Ciudad

*BC* **SEPARACIONES:** Todd Parton, Administrado  
Municipal  
Mike Hayes, Abogado Municipal

**OBGETIVOS:** Resolucion

**AGENDA ENVIADA A:**

**APROBADO PARA LA ENTREGA POR EL ADMINISTRADOR DE LA CIUDAD:**

<b>Gastos</b>	<b>Saldo actual</b>	<b>Importe</b>	<b>Cuenta</b>
<b>Requerido:</b>	<b>en cuenta:</b>	<b>Presupuestado:</b>	<b>Numero:</b>
\$445.25	\$6,965.00	\$7,000.00	01-802-403

**PAGO A:** Kerr County

**REVISADO POR EL DIRECTOR DE FINANZAS:**

**RESUMEN DE LA DECLARACION**

En Enero 26 el Ayutamiento aprovo la resolucion No. 001-2010 que propone que la eleccion general que se lleve acabo en Mayo 8, del 2010, para elejir (1) Alcalde (2) miembros del consejo de la Ciudad.

La resolucion en este documento marca la agenda para elecciones se lleven acabo el 8 de Mayo:

- Arita Raso, Juez de Eleccion
- Helen Herget, Suplente Juez de Eleccion
- Eugenia Webb, Juez de votacion temprano de bolletas.

ElCodigo de la Eleccion de Texas requiere que ciertos procedimeintos se lleven acabo para la cuentas centrales de bolletas. La resolucion en este documento Somete los procedimientos de la eleccion para el 8 de Mayo, del 2010 y son las siguientes:

- Establecer el lugar central para la votacion que se encuentra en la oficina de la corte localizada en el condado de Kerr, localizada en la calle main numero 700.

- Elejir los siguientes trabajadores de cuenta centrales:
- Pam Cornett, Gerente de cuentas centrales
  - Bob Avery, Supervisor de tabulacion
  - Becky Bolin Rogers, Presidente del tribunal de cuentas centrales.
- Autoriza a administrador municipal a firmar un contrato para arrendar el equipo de la eleccion del condado de Kerr.

### **ACCION RECOMENDADA**

La secretaria de la ciudad recomienda aprobar la resolución que señala la estación y el nombramiento de cuentas centrales de jueces y de trabajadores según indicado, Autoriza a administrador municipal a firmar un contrato para arrendar el equipo de la eleccion del condado de Kerr.

**RESOLUCION NO. \_\_\_\_\_-2010  
CIUDAD DE KERRVILLE, TEXAS**

**RESOLUTION PARA PONER JUECES ELECTOS; ADOPTANDO UN SYSTEMA ELECTRONICO DE CUENTAS; ESTABLECIENDO UNA CUENTA CENTRAL; PONER UN GERENTE PUBLICO PARA LA ESTACION DE CUENTA CENTRALES; PONER UN SUPERVISOR DE TABULACION; ESTABLECIENDO LA ESTACION DE CUENTAS CENTRALES PRECIDIENDO EL JUEZ Y AUTORIZANDO EL PROCECIAMIENTO TEMPRANO DE LAS BOLLETAS PARA LA ELECCION GENERAL QUE SE LLEVARA ACABO EL 8 DE MAYO DEL 2010.**

**CONSIDERANDO QUE**, el modo mas eficiente para contar las bolletas el día 8 de Mayo, del 2010, para la eleccion general de la Ciudad de Kerrville, El Ayuntamiento Pone interés en adoptar ciertos procedimientos publicos y métodos para la elección y contar las baletas en la elección dicha;

**CONSIDERANDO QUE**, el ayunatamiento de la Ciudad de Kerrville Texas, recomineda que los procedimientos destacados seran de beneficio al publico;

**POR LO TANTO, SEA RESUELTO POR EL AYUNTAMEINTO DE LA CIUDAD DE KERRVILLE, TEXAS. CONTADO DE KERR.**

**SECCION UNO:** Las siguientes personas sean elejidas juezes de conformidad para Texas Codigo: 32.005 la eleccion se llevara acabo en 8 de Mayo, del 2010, incluso del periodo de votacion temprano.

Arita Raso – Juez de la eleccion  
Helen Herget – Suplente Juez de eleccion  
Eugenia Webb – Juez del voto temprano de las bolletas

**SECCION DOS.** Deacuerdo con la acordancia de la eleccion de Texas, Codigo 127.001, El Ayuntameinto de la Ciudad de Kerrville, Texas, Por este medio declara las boletas para el 8 de Mayo del 2010, La eleccion de la Cuidad seran electronicamente contadas usando el Hart E Scan systema poseido por el Condado de Kerr.

**SECCION TRES.** Deacuerdo con la acordancia de la eleccion the Texas, Codigo 127.001, El Ayuntamiento establece por este medio que la cuenta central para contar las bolletas en el 8 de Mayo, del 2010, las elecciones se llevara acabo en la officina de la registradora del Condado del Kerr, Texas, en la calle Main en Kerrville, Texas.

**SECCION CUATRO.** Deacuerdo con la acordancia de la eleccion the Texas, Codigo 127.002, Pam Cornett es designado a servir como Gerente de la estacion de cuenta centrales para el 8 de Mayo, del 2010, Eleccion del Ayuntamiento.

**SECCION CINCO.** Deacuredo con la acordancia de la eleccion the Texas, Codigo 127.003, Bob Avery es designado a servir como supervisor de tabulacion elecciones de la Ciudad el 8 de Mayo, del 2010.

**SECCION SEIS.** Deacuredo con la acordancia de la eleccion the Texas, Codigo 127.005, Becky Bolin Rogers es designado a servir como Presidente del Tribunal de la estacion de cuenta centrales de la Eleccion de la Ciudad el 8 de mayo, del 2010.

**SECCION SIETE.** Deacuredo con la acordancia de la eleccion the Texas, Codigo 127.124, Il La Cuidad autoriza por este medio que las bolletas sometidas durante el periodo del voto temprano el 8 de Mayo, del 2010, La eleccion de la Cuidad sera procesada durante o despues de las 9:00 A.M el 8 de Mayo, del 2010.

**SECCION OCHO.** Que el administrador municipal es autorizado a ejecutar a favor de la Cuidad de Kerrville, Tejas, un contrato para el arrendamiento de equipo de eleccion con Condado de Kerr, **Objeto expuesto A.**

PASADO Y APROVADO EL \_\_\_\_\_ dia de \_\_\_\_\_ , A.D., 2010.

\_\_\_\_\_  
Todd A. Bock, Alcalde

ATESTIGUE:

\_\_\_\_\_  
Brenda G. Craig, Secretaria de la Cuidad  
APPROVADO COMO FORMA:

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

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

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**SUBJECT:** Approval of a grant application to Criminal Justice Division, Office of the Governor.

**FOR AGENDA OF:** March 23, 2010

**DATE SUBMITTED:** March 10, 2010

**SUBMITTED BY:** Chief John Young

**CLEARANCES:** Mike Hayes – City Attorney

**EXHIBITS:** Resolution & budget details

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

**SUMMARY STATEMENT**

The City of Kerrville has completed a grant application to the Criminal Justice Division Office of the Governor in the amount of \$84,000 for State Funding to purchase mobile digital audio/video systems, backup drive system and accessories. The grant application is available for review in the office of the police chief. The resolution designates the Chief of Police as the grantee's authorized official given the authority to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**RECOMMENDED ACTION**

The Police Chief recommends that council approve the resolution and grant application for the purchase of mobile digital audio/video systems, backup drive system and accessories.

**Budget Details Information**

<b>CATEGORY</b>	<b>SUB CATEGORY</b>	<b>DESCRIPTION</b>	<b>CJD</b>	<b>CASH MATCH</b>	<b>IN-KIND MATCH</b>	<b>GPI</b>	<b>TOTAL</b>	<b>UNIT/%</b>
Equipment	Backup Drive System and Accessories	Data storage system for (12) twelve mobile digital audio/video systems. \$18,000. Annual support and maintenance for the systems \$3,200. Installation of the systems into the existing fleet vehicles. \$5,800	\$27,000.00	\$0.00	\$0.00	\$0.00	\$27,000.00	12
Equipment	Live Scan Unit and Accessories	Twelve (12) Mobile Digital Audio/Video Systems. Fully integrated all digital solid-state video system, Camera and Audio and Video Recorder. \$53,388. Two (2) Consoles for Covert Investigative Vehicles \$1,242. Twelve (12) Adapters for Siren \$432. Twelve (12) Rear Infrared Cameras \$1,938.	\$57,000.00	\$0.00	\$0.00	\$0.00	\$57,000.00	12

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

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, BY THE CITY OF KERRVILLE FOR FUNDING FROM THE STATE; AND DESIGNATING THE POLICE CHIEF AS THE CITY'S AUTHORIZED OFFICIAL**

**WHEREAS**, the Kerrville Police Department ("KPD") seeks authorization to submit a grant application to the Office of the Governor, Criminal Justice Division ("CJD") for funding from the State of Texas Grant Program; and

**WHEREAS**, if awarded, KPD will use the grant funding for the purchase of new mobile digital audio/video systems, backup drive system and accessories in an effort to reduce crime and violence; and

**WHEREAS**, the City Council of the City of Kerrville, Texas finds it to be in the public interest to authorize KPD to submit a grant application to the CJD for the purposes expressed above;

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

**SECTION ONE.** The City Council of the City of Kerrville, Texas, authorizes the submission of a grant application to the Office of the Governor, Criminal Justice Division, for funding from the State of Texas Grant Program, said funding to be used for the purchase of new mobile digital audio/video systems, backup drive system and accessories.

**SECTION TWO.** Pursuant to the grant application, the City agrees to return grant funds to the CJD in the event of loss or misuse of any grant funds.

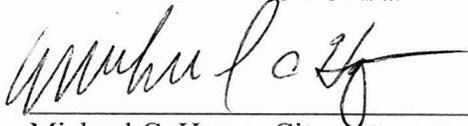
**SECTION THREE.** The City designates the City's Chief of Police as the City's authorized official who is given the authority to apply, reject, alter, or terminate the grant on behalf of the City.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2010.**

\_\_\_\_\_  
Todd A. Bock, Mayor

APPROVED AS TO FORM:

ATTEST:



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

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

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

**SUBJECT:** Council authorization for the City Manager to approve a scope change and increase an existing Professional Services Agreement with Hewitt Engineering Inc., from \$75,080.00 to \$80,380.00 for the Methodist Encampment Production Well

**FOR AGENDA OF:** March 23, 2010      **DATE SUBMITTED:** March 12, 2010

**SUBMITTED BY:** Mike Wellborn, P. E. *MW*      **CLEARANCES:** Kristine Ondrias  
Director of Engineering      Assistant City Manager

**EXHIBITS:** Proposal for Change in Scope  
Capital Improvement Project Adjustments, Amendments and Closure Form

**AGENDA MAILED TO:**

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

<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>
\$5,300.00	\$712,115.00	\$757,000.00	W82

**PAYMENT TO BE MADE TO:** Hewitt Engineering  
100 Horseshoe Ridge  
Kerrville Texas, 78028

**REVIEWED BY THE FINANCE DIRECTOR:** *[Signature]*

**SUMMARY STATEMENT**

In August 2009, City Council approved a contract with Hewitt Engineering in the amount of \$75,080.00 for design and construction administration services for the Methodist Encampment Production Well.

The initial plans for the project were substantially complete in December 2009. The construction of the well is a FY10 project and city staff was awaiting the proceeds of the FY10 bond sale to bid the project. At the winter retreat in February 2010, City Council provided direction to explore the possibility of converting the production well to an aquifer storage and recovery (ASR) well. The change in scope and additional \$5,300.00 fee are to revise the plans providing an additive alternate bid item for ASR capability to the production well and to obtain approval from TCEQ.

The engineers estimate to modify the well to ASR capability is approximately \$55,000. This includes \$25,000 for epoxy lining the casing, \$10,000 for threaded/coupled pipe, \$15,000 for additional pressure testing required by TCEQ and a \$5,000 allowance for unknowns.

The potential exists for a future budget amendment to offset the additional expenses related to adding ASR capability.

## **RECOMMENDED ACTION**

The Director of Engineering recommends that City Council authorize the City Manager to amend the Professional Services Agreement with Hewitt Engineering, Inc. for the Methodist Encampment Production Well to include ASR capabilities and increase the design contract amount from \$75,080.00 to \$80,380.00.



March 3, 2010

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

**Re: City of Kerrville-ASR Modifications to the Methodist Encampment Water Well  
Fee Proposal**

Dear Mike,

This letter serves as a proposal to provide modifications to the plans and technical specifications for drilling and completing the City of Kerrville Methodist Encampment Water Well. The proposed modifications would enable this water production well to be used as an aquifer storage and recovery (ASR) well. The scope of work will consist of the following tasks:

1. Meet with City staff and collect available data.
2. Coordinate with production casing vendors and well drilling contractors.
3. Prepare and modify applicable technical specifications and drawings.
4. Incorporate technical specifications into Project Bid Documents.
5. Submit modifications to TCEQ and obtain approval from the TCEQ.

I propose to perform these tasks including all expenses for a lump sum amount of \$5,300. Exhibit "A" provides a detailed man hour estimate of the fees with each of the individual engineering and coordination tasks.

If this proposal is acceptable, please complete the attached Approved in Form document and return one copy for my files. I am prepared to begin immediately and anticipate submitting the modifications to City of Kerrville staff and TCEQ within three weeks of receiving the Notice to Proceed. I anticipate that the TCEQ would review and approve the modifications within approximately four weeks. Please feel free to contact me at 285-7925 or by email at [jmhewitt@stx.rr.com](mailto:jmhewitt@stx.rr.com) if you have any questions.

Sincerely,

John M. Hewitt, P.E., CFM

Cc: Cheri Halford, City of Kerrville

Attachment

Approved In Form



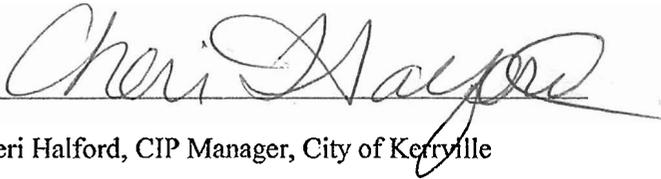
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Dieter Werner, PE, Project Engineer, City of Kerrville



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Stuart Barron, Water/Wastewater Manager, City of Kerrville



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Cheri Halford, CIP Manager, City of Kerrville



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Mike Wellborn, PE, Director of Engineering, City of Kerrville

**EXHIBIT A**

**CITY OF KERRVILLE  
METHODIST ENCAMPMENT WELL ASR MODIFICATIONS  
DESIGN FEE SUMMARY**

Sht	Description	Total Labor Cost	Engineer Hrs
1	Coordination & Meetings w/City Staff	\$250	2
2	Coordination with Vendors/Manufacturers	\$500	4
3	Prepare Technical Specifications Modifications	\$3,000	24
3	Revise Project Drawings	\$1,000	8
4	Submit Revised Drawings and Coordinate with TCEQ	\$500	4
6	Expenses (Reproduction, Postage and Mileage)	\$50	
	<b>TOTAL</b>	<b>\$5,300</b>	<b>42</b>



# Capital Improvement Project Adjustments, Amendments And Closure

Project Name: Methodist Production Well

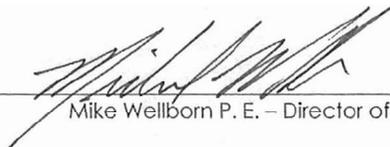
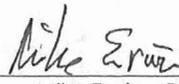
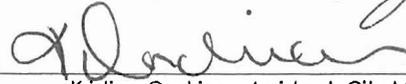
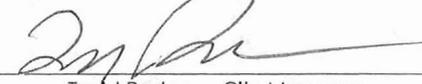
Date: March 4, 2010

Description of Request: Modify engineering scope for the Methodist Production Well project to include an additive alternate that would enable the well to be converted to an aquifer storage and recovery well. The additional engineering cost to make modifications to the plans and specs to allow for this change in scope is \$5,300. This change is being made at the direction of council following the winter retreat.

Requested by: Charlie Hastings,  
Director of Public Works

Account/Project#	Engineering Project #	Amount	Explanation
W82	PW09-0058	\$5,300.00	Revise engineering scope to include additive alternate bid item for ASR capability of production well plans and specifications.

### Approval

 Charlie Hastings P. E. – Director of Public Works	 Mike Wellborn P. E. – Director of Engineering
 Cheri Halford – CIP Manager	 Mike Erwin – Director of Finance
 Kristine Ondrias – Assistant City Manager	 Todd Parton – City Manager

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

**SUBJECT:** Authorization for City Manager and/or Water/Wastewater Manager to serve as official city signatures on Texas Commission on Environmental Quality's Application for Amendment to Water Rights.

**FOR AGENDA OF:** 03/23/10

**DATE SUBMITTED:** 03/12/10

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

**EXHIBITS:**

**AGENDA MAILED TO:**

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

<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 FINANCE DIRECTOR:**

**SUMMARY STATEMENT**

On December 3, 2009, the City of Kerrville's consultant, Thomas Koch, made application to amend adjudicated surface water right #18-1996B under Water/Wastewater Manager's signature, Mr. Stuart Barron. This application would allow the City to use the water for municipal instead of irrigation use at Louise Hays Park, and make water available at the surface water treatment plant instead of Louise Hays Park.

TCEQ has reviewed the application and has questioned Mr. Barron's authority to sign the application. With the execution of the attached resolution, the City Manager and/or the Water/Wastewater Manager will be duly-empowered to sign the necessary water right amendment documents.

**RECOMMENDED ACTION**

The Public Works Director recommends that City Council execute the attached resolution authorizing the City Manager and/or the Water/Wastewater Manager to act as the official City of Kerrville representative(s)/signature(s) in amending surface water rights.

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE CITY'S  
WATER/WASTEWATER MANAGER TO ACT AS THE CITY'S DULY  
AUTHORIZED OFFICIALS WITH RESPECT TO THE CITY'S WATER PERMITS  
AND WATER RIGHTS APPLICATIONS BEFORE THE TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY**

**WHEREAS**, the City of Kerrville ("City") holds a number of different surface water permits which authorizes the City to impound, divert, store, take, and/or use a specific quantity of state water acquired by law; and

**WHEREAS**, at times, it is necessary for the City to seek amendments to its surface water permits and to file applications requesting such amendments with the Texas Commission on Environmental Quality ("TCEQ"); and

**WHEREAS**, TCEQ requires the City to appoint a City official(s) who has authority to act for the City with respect to applications filed with the TCEQ; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to appoint the City Manager and the City's Water/Wastewater Manager as agents of the City with respect to applications before the TCEQ and to act as the City's duly authorized officials with respect to the City's surface water permits and water rights applications before the TCEQ;

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

The City Council of the City of Kerrville, Texas, appoints the City Manager and the City's Water/Wastewater Manager to act as agents of the City with respect to applications before the TCEQ and to act as the City's duly authorized officials with respect to the City's surface water permits and water rights applications before the TCEQ.

**PASSED AND APPROVED ON this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010.**

ATTEST:

\_\_\_\_\_  
Todd A. Bock, Mayor

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

APPROVED AS TO FORM:

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

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

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**SUBJECT:** Second Reading of an Ordinance Amending the FY 2010 Budget

**FOR AGENDA OF:** March 23, 2010      **DATE SUBMITTED:** February 26, 2010

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

**EXHIBITS:** Ordinance, Budget Amendment Spreadsheet

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

Staff requests to amend the FY 2010 City of Kerrville's budget to reflect the current economic conditions by adjustments in revenues and expenditures/expenses and changes in capital project management.

**General Fund**

The FY 2010 City of Kerrville budget was prepared with consideration of the economic climate of last year and with conservative estimates of growth for the future. The economy has declined over the past several months and is less robust than at the time of the budget preparation and adoption. As the City has monitored this decline, as with the bi-weekly reports to Council, staff has identified a need to reduce the General Fund's revenue budget and then make a corresponding decrease to the General Fund's expenditures. The reduction to the General Fund's revenues is \$991,975 and the corresponding reduction to the General Fund's expenditures is \$994,160. The attached budget amendment spreadsheet and information outlines the staff requested adjustments to the City's General Fund.

**Other Funds**

The Landfill/Recycling Fund will use available working capital from the Landfill Post Closure Fund to fund the repair of the landfill road. This amendment will increase the Landfill/Recycling Fund in the amount of \$135,000.00 for needed road reconstruction.

The Police Special Programs Fund will recognize the revenues and expenditures from the Traffic Enforcement and Crime Prevention grant that allowed the purchase of 5 police vehicles.

## **Grants**

Staff is applying for the following grants. This amendment allows for revenue and expenditure allocations in the event the City is awarded said grants.

**Video Surveillance and Detection Capability** – This grant will purchase automated license plate readers, eleven (11) additional audio visual systems for vehicles currently in the fleet and for upgrades to the capacity of the server for the Police Department. This grant is in the amount of \$159,240.00.

**Enhancement of Operable/Inoperable Communications** – This grant in the amount of \$682,000.00 provides for Police and Fire radio system upgrades.

**Rapid Deployment Vehicle** – This grant will purchase a replacement special operations unit for the jump out van currently used in Police Special Operations. This grant is in the amount of \$65,000.00.

**CJD Grant** – This grant will purchase and install Mobile Digital Audio/Video Systems and the corresponding data storage units. This grant is in the amount of \$84,000.

## **Capital Improvement Projects**

**Fire Station #4** – This station opened in 2008 with several remaining items to be completed such as landscaping, fencing and station equipment. This project is complete and being closed with this amendment. A remaining balance of \$5,570.00 will be credited back to the debt service fund.

**Fire Facilities Refurbishment Project** – This project was used to provide needed building maintenance to the fire stations. This project is complete and a remaining balance of \$878.00, originally general fund cash, will be transferred back to the general fund and not allocated to another project.

**Harper Highway Utility Extension Project** – Originally funded through the Economic Improvement Corporation, this amendment adds \$100,000.00 to the project budget in order to cover unanticipated project changes since the project inception as well as provide a possible contingency once bid. The additional funds are from the 2010 Bond Issuance for the Water/Wastewater Systems.

**Spur 98 Utility Project** – The City of Kerrville has received the final accounting from TxDOT on this project along with a refund of \$4,282.89. Original funding was from the Water and Sewer Fund and will be returned to the Fund's cash balance.

**Golf Course Capital Equipment Purchase** – The FY10 Budget included a loan from the Landfill Closure Fund to the Golf Course Fund to fund needed capital equipment for course maintenance. Due to the economic outlook for FY10 and FY 11, staff feels this loan would not be in the best interest of the Golf Course Fund. As a result, this amendment eliminates the transfer from the Landfill Closure Fund as well as the approved allocation of

\$104,000.00. In order to purchase some of the needed capital equipment, staff is proposing to use funds remaining from the closure of the CIP project – Phase 2 Golf Course Improvements in the amount of \$31,394.00. These funds will be transferred to the operating budget of the Golf Course Fund along with an additional revenue balance allocation in the amount of \$15,000.00 for a total increase in capital equipment expenditures of \$46,394.00.

**Motor Control Center Water Plant** – The original project budget for design and construction on this project was \$416,000.00. Due to the rising cost of cables, the addition of a Treated Water Distribution Pump power and control system, and the need for a construction contingency, this project needs additional funding in the amount of \$187,213.00. These funds will be transferred from cash fund balance of the Water and Sewer Fund to the project bringing the total project budget to \$603,213.00.

**UTC Building** – This amendment increases the project budget for design by \$15,000.00 through the closure of the UTC Pipeyard project. These projects will be designed and constructed as one project so staff is recommending combining these CIP projects.

**UTC Pipeyard** – Staff is recommending closure of this project and the transfer of funds in the amount of \$15,000.00 to the UTC Building project since the building and pipeyard will be designed and constructed as one project.

**Fire Flow Evaluation of Hwy 27 Corridor** – This is a new project in the CIP with a project budget of \$150,000.00 designed to evaluate fire flow system improvements on the Highway 27 Corridor. Included in this project will be a remodeling of the water system to meet the minimum commercial fire flow requirement and alternatives for future projects that will address the needs of future economic development. Funds for this project are from the 2010 Bond Issuance for the Water/Wastewater Systems.

**Headworks Project at the Wastewater Treatment Facility** – This amendment reopens this closed project and reinstates it with a budget of \$50,000.00 to cover a potential settlement agreement with the vendor for this project. Funds for this project are from the 2010 Bond Issuance for the Water/Wastewater Systems.

**Callioux Center ADA Compliance Repairs** – This amendment closes and defers this project to a future year in order to reallocate the \$50,000.00 to the general fund to balance the FY10 Budget.

**Master Thoroughfare Plan Model and Software** - This amendment closes and defers this project to a future year in order to reallocate the \$75,000.00 to the general fund to balance the FY10 Budget.

**Library Roof Replacement Project** – The City has applied for and received a grant from the State Energy Conservation Office through the American Recovery and Reinvestment Act in the amount of \$86,365.00. This grant is titled the Energy Efficiency and Conservation Block Grant. The purpose of this grant is to develop and implement projects

to improve energy efficiency and reduce energy use. The City will use the grant to replace the roof at the Butt-Holdsworth Memorial Library as part of the Library remodel.

**RECOMMENDED ACTION**

Staff recommends the City Council approve the second and final reading of an ordinance amending the FY 2010 budget and authorize staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2010-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR  
2010 TO ALLOW FOR ADJUSTMENTS TO VARIOUS FUNDS**

**WHEREAS**, Ordinance No. 2009-16, dated September 22, 2009, adopted the Fiscal Year 2010 Budget ("FY10 Budget"), which was later amended by Ordinance No. 2009-24, dated December 8, 2009; and

**WHEREAS**, due to local economic conditions and the estimated impact of such conditions on the City's FY10 Budget, and to reflect changes to the schedules of various City projects, the City Manager recommends that the City Council amend the FY10 Budget as authorized by and in accordance with Section 8.07 of the City Charter; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds that amending the City's FY10 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 2010 shall be amended as set forth in **Attachment A**.

**PASSED AND APPROVED ON FIRST READING**, this the 9<sup>th</sup> day of March, A.D., 2010.

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

\_\_\_\_\_  
Todd A Bock, Mayor

APPROVED AS TO FORM:

ATTEST:



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

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

GENERAL FUND REVENUES		FY 2010 BUDGET	AMOUNT OF THIS ACTION	FY 2010 AMENDED BUDGET
Tax Revenues		\$16,041,122	(\$985,904)	\$15,055,218
Permits and Fees		\$473,150	(\$102,400)	\$370,750
Intergovernmental		\$695,156	\$0	\$695,156
Service		\$3,291,310	\$19,873	\$3,311,183
Grant		\$52,000	(\$42,000)	\$10,000
Fine and Forfeitures		\$443,350	\$61,160	\$504,510
Interest and Miscellaneous		\$402,915	\$57,296	\$460,211
Transfers		\$1,260,825	\$0	\$1,260,825
<b>Total General Fund Revenues</b>		<b>\$22,659,828</b>	<b>(\$991,975)</b>	<b>\$21,667,853</b>
<b>GENERAL FUND EXPENDITURES</b>				
DEPARTMENT	DEPT	FY 2010 BUDGET	AMOUNT OF THIS ACTION	FY 2010 AMENDED BUDGET
Non-Departmental	01-800	\$632,364	(\$147,338)	\$485,026
City Council	01-801	\$17,759	\$0	\$17,759
City Secretary	01-802	\$156,588	(\$1,480)	\$155,108
City Attorney	01-803	\$241,460	\$12,119	\$253,579
City Admin	01-804	\$440,738	\$23,200	\$463,938
Human Resources	01-805	\$399,566	(\$40,010)	\$359,556
Finance	01-806	\$443,495	(\$60,250)	\$383,245
Information Tech	01-807	\$554,047	(\$48,076)	\$505,971
Purchasing	01-808	\$79,684	(\$50)	\$79,634
Municipal Court	01-809	\$355,690	(\$8,736)	\$346,954
Police	01-813	\$5,245,121	(\$175,857)	\$5,069,264
Fire	01-821	\$4,440,428	(\$64,555)	\$4,375,873
Fire Marshal	01-826	\$196,405	(\$1,850)	\$194,555
EMS	01-830	\$1,962,843	(\$32,907)	\$1,929,936
Planning	01-840	\$304,537	(\$15,515)	\$289,022
Inspection	01-842	\$346,499	(\$29,100)	\$317,399
Code Compliance	01-843	\$260,794	(\$1,800)	\$258,994
Business Programs	01-849	\$194,575	(\$9,989)	\$184,586
Tennis Center	01-852	\$36,700	\$0	\$36,700
Swimming Pools	01-853	\$160,838	(\$8,538)	\$152,300
Park Maintenance	01-854	\$1,018,046	(\$76,811)	\$941,235
Recreation	01-856	\$266,762	(\$25,847)	\$240,915
Engineering	01-860	\$461,383	(\$2,999)	\$458,384
Public Works	01-861	\$1,583,971	(\$79,131)	\$1,504,840
Library	01-865	\$823,503	(\$73,540)	\$749,963
General Operations	01-870	\$2,822,142	(\$125,100)	\$2,697,042
<b>Total General Fund Expenditures</b>		<b>\$23,445,936</b>	<b>(\$994,160)</b>	<b>\$22,451,777</b>

	FUND	FY 2010 BUDGET	AMOUNT OF THIS ACTION	FY 2010 AMENDED BUDGET
<b>POLICE SPECIAL PROGRAMS</b>				
Revenues	07	\$43,500	\$237,736	\$281,236
Expenditures	07-801	\$4,500	\$237,736	\$242,236

<b>GOLF FUND</b>				
Revenues	14	\$1,191,671	\$31,394	\$1,223,065
			(\$104,000)	\$1,119,065
Expenditures	14-801	\$1,176,915	\$31,394	\$1,208,309
			\$15,000	\$1,223,309
			(\$104,000)	\$1,119,309

<b>LANDFILL CLOSURE</b>				
Expenses	26-800	\$434,918	(\$104,000)	\$330,918

<b>LANDFILL/RECYCLING FUND</b>				
Revenues	25	\$506,568	\$135,000	\$641,568
Expenses (Road)	25-800	\$486,724	\$135,000	\$621,724

<b>LANDFILL POST-CLOSURE FUND</b>				
Expenses (Transfer Out)	28-800	\$800,000	\$135,000	\$935,000

<b>CIP PROJECTS</b>				
CIP	PROJECT	FY 2010 BUDGET	AMOUNT OF THIS ACTION	FY 2010 AMENDED BUDGET
Fire Station #4	G55	\$5,570	(\$5,570)	\$0
Fire Facilities Refurbishment	G71	\$878	(\$878)	\$0
Golf Course Improvements	G77	\$31,394	(\$31,394)	\$0
Callioux Center ADA Compliance Rep:	G90	\$50,000	(\$50,000)	\$0
Master Thoroughfare Plan Model & So	G91	\$75,000	(\$75,000)	\$0
Harper Highway Utility Extension	E81	\$2,850,000	\$100,000	\$2,950,000
Spur 98	W11	\$4,283	(\$4,283)	\$0
Motor Control Center Replacement	W61	\$416,000	\$187,213	\$603,213
UTC Building	W85	\$200,000	\$15,000	\$215,000
UTC Pipeyard	W87	\$15,000	(\$15,000)	\$0
Fire Flow	New	\$0	\$150,000	\$150,000
Headworks Projects	New	\$0	\$50,000	\$50,000
Library Roof	New	\$0	\$86,365	\$86,365
Landfill Road	New	\$0	\$135,000	\$135,000
<b>AVAILABLE GRANTS</b>				
Video Surveillance and Detection Cap:	07-801	\$0	\$159,240	\$159,240
Enhancement of Operable/Inoperable	07-801	\$0	\$682,000	\$682,000
Rapid Deployment Vehicle	07-801	\$0	\$65,000	\$65,000
CJD Grant	07-801	\$0	\$84,000	\$84,000

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

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**SUBJECT:** Alamo Regional Rural Planning Organization (ARRPO) Update

**FOR AGENDA OF:** 3/23/10

**DATE SUBMITTED:** 3/17/10

**SUBMITTED BY:** Charlie Hastings <sup>CAH</sup>  
Director of Public Works

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<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>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

Council member Motheral recently attended an Alamo Regional Rural Planning Organization (ARRPO) meeting in San Antonio where TxDOT mentioned they had a small amount of discretionary funds that were being targeted towards "passing lanes" on narrow rural roads and "left turn lanes" for safety reasons. Council member Motheral suggested that Kerrville submit a request for TxDOT to fund a left turn lane for Holdsworth Drive at the Kroc Center. Council member Keeble suggested we submit a request for TxDOT to fund a left turn lane for SH 173 at Riverhill Boulevard – there is already a TxDOT funded project for this. In addition, Kerrville has prepared a list of thoroughfare needs for the Kerrville area as identified on the Kerrville Thoroughfare Plan (attached).

**RECOMMENDED ACTION**

Staff recommends that council authorize the submission a left turn lane on Holdsworth Drive at the Kroc Center for funding by TxDOT and the submission of the attached "City of Kerrville Alamo Regional Rural Planning Organization Thoroughfare Plan Needs" for potential future funding and grants.

City of Kerrville  
Alamo Regional Rural Planning Organization Thoroughfare Needs  
3/3/2010

**Wren Road extension to I-10** – 0.93 mile extension of Wren Road northeast to I-10, minimum 86-foot right of way width, four lanes, 48 feet of pavement (back of curb), 5-foot wide sidewalks both sides.

**Wren Road to Spur 98** – 0.89 mile extension of Wren Road southwest connecting RM 1388 (Goat Creek Road) to SH 27 and continuing southwest across the Guadalupe River to the future extension of Spur 98, minimum 86-foot right of way width, four lanes, 48 feet of pavement (back of curb), 5-foot wide sidewalks both sides.

**Spur 98 extension West** – 0.80 mile extension of Spur 98 west to the future extension of Wren Road, minimum 60-foot right of way width, three lanes, 36-42 feet of pavement (back of curb), 5-foot wide sidewalks both sides.

**Spur 100, SH 16 to SH 173** – 2.12 mile construction of Spur 100 from SH 16 northeast to SH 173, minimum 100-foot right of way width, four lanes divided, 48 feet of pavement (back of curb), 5-foot wide sidewalks both sides.

**Spur 100 to I-10** – 3.93 mile extension of Spur 100 north to I-10, minimum 100-foot right of way width, four lanes divided, 48 feet of pavement (back of curb), 5-foot wide sidewalks both sides.

**Bridge, SH 173 to SH 27** – 0.72 mile construction of a road including a bridge over the Guadalupe River from SH 173 east to SH 27, minimum 100-foot right of way width, four lanes divided, 48 feet of pavement (back of curb), 5-foot wide sidewalks both sides.

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

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**SUBJECT:** LCRA McCamey D to Kendall to Gillespie CREZ 345-kV  
Transmission Line Project Update

**FOR AGENDA OF:** 03/23/10

**DATE SUBMITTED:** 03/18/10

**SUBMITTED BY:** Charlie Hastings <sup>CA</sup>  
Public Works Director

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:** Alternative Route Segments (Sheet 6 of 6)

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<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>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

CREZ stands for competitive renewable energy zones. A CREZ is an area where wind generation facilities will be installed throughout West Texas and the Panhandle and from which transmission facilities will be built to various other areas of the state to deliver mostly renewable power to end-use consumers in the most beneficial and cost-effective manner.

LCRA Transmission Services Corporation (LCRA TSC) is one of several transmission service providers, which have been formally ordered by the Public Utility Commission of Texas (PUC) to construct the new transmission lines that will be required to connect the CREZs to the load centers throughout the state. The overall CREZ effort will approximately triple Texas' current level of wind generation capacity to 18,456 MW. The transmission lines that will connect the CREZs to the load centers will increase reliability of the Electric Reliability Council of Texas grid (ERCOT) and increase the transfer of wind and other power into various parts of the state.

LCRA TSC has combined two CREZ priority projects, McCamey D to Kendall and Kendall to Gillespie, for the purpose of filing one application with the PUC to amend its electric certificate of convenience and necessity (CCN). The application will be for the McCamey D to Kendall to Gillespie 345-kV CREZ transmission line.

LCRA TSC proposes to construct two new, 345-kilovolt (kV) transmission lines, primarily on double-circuit capable lattice structures. The first transmission line will be a double-circuit line that will connect the designated McCamey D Station, to be located in northern

Schleicher County, to the existing Kendall Station located in western Kendall County. LCRA TSC will install both circuits on this transmission line. The first transmission line may be located in portions of Schleicher, Sutton, Menard, Kimble, Mason, Gillespie, Kerr, and Kendall counties (see attached alternative route segment map for Kendall, Kerr and Gillespie counties).

The second transmission line will connect the existing Kendall Station, located in western Kendall County, to the existing Gillespie Station, located in central Gillespie County. LCRA TSC initially will install one circuit on double -circuit capable lattice structures, which will accommodate a second circuit when necessary. The second transmission line may be located in portions of Kerr, Kendall, and Gillespie counties (see attached alternative route segment map for Kendall, Kerr and Gillespie counties).

The filing date for LCRA's McCamey D to Kendall to Gillespie CREZ 345-kV transmission line project application (with alternative routes) is July 6, 2010. The Texas PUC will then consider the application and hold public hearings with an anticipated final decision by January 2011.

Kerrville's options are to: a) do nothing, or b) contest undesirable routes with a resolution.

#### **RECOMMENDED ACTION**

Consideration and possible action.



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

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**SUBJECT:** Interlocal agreement between the City of Kerrville and Kerr County regarding the regulation of subdivisions in Kerrville's extraterritorial jurisdiction (ETJ) pursuant to Local Government Code, Chapter 242.

**FOR AGENDA OF:** March 23, 2010      **DATE SUBMITTED:** March 18, 2010

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

- EXHIBITS:**
1. Draft Interlocal Cooperative Agreement
  2. City of Kerrville ETJ Development Standards – Draft 3/9/2010
  3. City of Kerrville Resolution No. 128-2005 – Interlocal Cooperation Agreement with Kerr County
  4. Kerr County Letter Dated February 23, 2009 – Kerr County Notification of Cancellation of Interlocal Cooperation Agreement
  5. Kerrville City Council Minutes from July 29, 2009 Joint Meeting with Kerr County Commissioners' Court
  6. Kerr County Transcript from July 29, 2009 Joint Meeting with Kerr County Commissioners' Court
  7. Local Government Code, Chapter 212 – Excerpts
  8. Local Government Code, Chapter 232 – Excerpts
  9. Local Government Code, Chapter 242
  10. Texas Water Code, Section 16.343

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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<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>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

On July 29, 2009, the Kerrville City Council and the Kerr County Commissioners' Court met in a joint session to discuss several matters of mutual importance to each entity. One of those items was regarding the requirement to enter into a cooperative agreement for the approval of subdivision plats in Kerrville's ETJ as required by the Texas Local Government Code, Chapter 242 (Exhibit 9).

The city and the county are both in violation of Local Government Code, Chapter 242 since the agreement was terminated effective February 9, 2009 (Exhibit 4).

Discussions at the joint meeting resulted in a consensus of both bodies. The approved minutes of the Kerrville City Council from the July 29, 2009, meeting read as follows:

“The consensus of the city council and county commissioners’ was to develop a blended set of ETJ standards to be applied throughout the ETJ and have one development review committee with both entities involved; particularly, the county would address on-site sewage facility rules. The goal would be to have draft ETJ standards available for city and county consideration by August 10.”

That portion of the approved city minutes from the joint meeting are included with this report in Exhibit 5 and that portion of the county’s transcript are included with this report in Exhibit 6. The county’s transcript of this discussion is consistent with the city’s minutes.

Since the joint meeting, Councilmember Bruce Motheral and Commissioner Jonathan Letz have met on several occasions to craft a blended standard. These meetings have not resulted in a final draft of a blended standard that both parties have accepted. This fact was reported to the Kerrville City Council at its meeting of March 13, 2010. At that meeting Councilmember Motheral produced copies of a draft set of ETJ subdivision standards for the entire city council. City council directed that the draft code be placed on the March 27, 2010, agenda for consideration by the council with the opportunity for the council to take action and officially forward it to the Kerr County Commissioners’ Court for its formal action. A copy of the draft ETJ standards presented to the council is included as Exhibit 2.

The draft ETJ standards have been developed by Councilmember Motheral in conjunction with Commissioner Letz and with technical input by city staff. In city staff’s opinion, these draft standards blend the best of city and county standards and offer a sound basis for plat approval. In the event that these standards are accepted, city staff will recommend that the city’s subdivision regulations are amended to reflect the draft so that there is a consistent set of requirements within the city and the ETJ.

Texas statute provides specific authority to both the city and county in considering subdivision approvals. These statutes also mandate specific actions and responsibilities.

City and county subdivision regulation authority is specified in Texas Local Government Code, Chapters 212 (city) and 232 (county). Pertinent excerpts from each chapter are included as Exhibits 7 and 8 respectively. Section 212 provides specific authority for the extension of the city’s subdivision standards into its ETJ.

One specific issue that must be addressed in the cooperative agreement is the county's subdivision requirements pursuant to Subchapter C of Texas Local Government Code, Chapter 232. This is a subdivision platting requirement for economically disadvantaged communities that must be adhered to since federal grant funds were used to construct wastewater system improvements in the Kerrville South subdivision.

These specific rules require that certain residential subdivisions must meet minimum design standards that have been established by the State of Texas. These standards are specified in the Texas Water Code, Section 16.343 (Exhibit 10). The primary objective of these state standards is to ensure adequate water and wastewater services to subdivisions with lot sizes of 5 acres or less.

Should the city and county fail to reach a cooperative agreement, this issue must go to arbitration for resolution in accordance with state law.

#### **OPTIONS**

1. Accept the proposed ETJ standards and forward them to the county for consideration.
2. Reject the proposed ETJ standards and provide direction on how to proceed.
3. Table/postpone consideration.
4. Direct staff to initiate arbitration proceedings.

#### **RECOMMENDED ACTION**

Staff recommends that the city council accept the draft ETJ standards and forward them with a draft interlocal cooperative agreement. The agreement should include the following specific items:

1. City of Kerrville is the approval authority;
2. Kerr County is a formal part of the plat review process;
3. The draft standards dated March 9, 2010, would be implemented;
4. Kerr County maintains the authority to inspect public infrastructure that will be dedicated to the county; and
5. Acceptance of public infrastructure would only occur after all county concerns/conditions were addressed to the county's satisfaction as applicable.

It is further recommended that the city council request a response within 30 days from the date of transmittal for official consideration by the commissioners' court and, should the offer be rejected or no action be taken, then this item be brought back to the Kerrville City Council for further action.

**Exhibit 1**  
**Draft Interlocal Agreement**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KERR COUNTY AND  
THE CITY OF KERRVILLE FOR REGULATION OF SUBDIVISIONS WITHIN THE  
CITY OF KERRVILLE'S EXTRATERRITORIAL JURISDICTION**

This Interlocal Cooperation Agreement ("Agreement") is made by and entered into between Kerr County, Texas ("County") and the City of Kerrville, Texas ("City"), on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**WHEREAS**, the Texas Legislature modified Section 242.001 of the Texas Local Government Code to prohibit, with some exceptions, both a county and municipality from regulating subdivisions within the extraterritorial jurisdiction ("ETJ") of a municipality; and

**WHEREAS**, Texas Local Government Code Section 242.001(c) states that a municipality and a county shall enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits within the ETJ of that municipality; and

**WHEREAS**, it is in the best interests of the citizens of Kerr County for the County and the City to cooperate in the provision of governmental services where such cooperation will result in more efficient services; and

**WHEREAS**, the City has duly identified to the County the City's ETJ as it presently exists; and

**WHEREAS**, both the City and County are willing to provide the resources necessary to regulate subdivisions within the ETJ as it presently exists and within those apportioned areas identified on the map found at **Exhibit A**; and

**WHEREAS**, the County and the City now find it to be in the public interest to enter into this Interlocal Cooperation Agreement wherein the City and County agree to perform the governmental functions described below as authorized by Sections 212.003 and 242.001 of the Texas Local Governmental Code;

**NOW, THEREFORE**, in consideration of the promises, covenants and agreements contained herein, the County and City mutually agree as follows:

**SECTION ONE. Duration of Agreement and Termination:**

- A. This Agreement shall be effective on the date that it is fully executed by both parties and shall terminate one year later on \_\_\_\_\_, 2010. Thereafter, this Agreement shall renew automatically for four (4) successive one (1) year periods commencing on \_\_\_\_\_, 2010, unless notice of termination is given by either party as provided below. This Agreement is limited to five (5) one (1) year periods. Both parties anticipate participating in a periodic review, which may include revisions to address any changed circumstances, including the possible expansion of the City's ETJ from one (1) to two (miles).

- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days' written notice of intent to terminate this Agreement to the non-terminating party. Where the Agreement is terminated by either party, the parties agree that the parties shall immediately commence arbitration, as specified by Section 242.0015 of the Texas Local Government Code.

**SECTION TWO. Apportioned Authority:** The County and the City enter into this Interlocal Cooperation Agreement as defined in Section 242.001(d)(3) of the Texas Local Government Code, whereby the City and County have apportioned the area within the ETJ of the City, as depicted on the map attached as **Exhibit A**, with the City regulating subdivision plats and approving related permits in the area assigned to the City and the County regulating subdivision plats and approving related permits in the area assigned to the County. Pursuant to this Agreement, both the City and County are authorized to accept plat applications for tracts of land located within its apportioned areas of the ETJ, collect application fees, and provide applicants with one response indicating approval or denial of a plat application in conformance with the subdivision regulations applicable to the apportioned areas.

**SECTION THREE. County Authority and Responsibilities:**

- A. The County shall enforce its subdivision regulations within the apportioned areas of the ETJ of the City, said areas as depicted on the map attached as **Exhibit A**.
- B. In carrying out its authority under this Agreement, the County shall not lessen any subdivision regulation or public improvement specification of the City applicable to subdivisions occurring within the ETJ. In addition, the County may not waive or grant any type or degree of variance as to the City's thoroughfare plan or public improvement design specifications unless written approval is provided by the City.
- C. With the exception of administrative fees relevant to plat review, the County is required to collect any required fees of the City. The County shall account for any such fees and remit full payment of the fees to the City within thirty (30) days of its collection.
- D. The County shall provide a copy of all proposed plats for subdivisions occurring within its apportioned area of the City's ETJ as depicted on the map attached as **Exhibit A** to the City for the City's review and comment. The County shall deliver said plats and related plans to the City to allow the City enough time to review and comment. The City reserves the right to inspect and accept any required improvements prior to the County's approval of the plat or where approval may occur by operation of law. The City in turn shall provide its review and return the plat and plans, or comments if any, to the County within ten (10) days.
- E. The County shall deliver one (1) copy of all approved and recorded plats within the apportioned area as depicted on **Exhibit A** to the City within ten (10) business days of such recording.

- F. If a property owner is located within an apportioned area subject to County subdivision authority but is seeking water or wastewater services from the City, any such plat shall be subject to the City's subdivision regulations and the County shall not enforce its subdivision regulations.

**SECTION FOUR. City Authority and Responsibilities:**

- A. The City shall enforce its subdivision regulations within its ETJ, with the exception of those apportioned areas that the County will regulate, said apportioned areas as depicted on **Exhibit A**.
- B. In carrying out its authority under this Agreement, the City shall not lessen any subdivision regulation or public improvement specification of the County applicable to subdivisions occurring within the ETJ, including road design or on-site sewage facilities (septic systems).
- C. With the exception of administrative fees relevant to plat review, the City is required to collect any required fees of the County. The City shall account for any such fees and remit full payment of the fees to the County within thirty (30) days of its collection.
- D. The City shall provide a copy of all proposed subdivision plats within its ETJ to the County for the County's review and comment. The City shall deliver said plats and related plans to the County to allow the County enough time to review and comment. The County reserves the right to inspect and accept any requirement improvements prior to the City's approval of the plat or where approval may occur by operation of law. The County in turn shall provide its review and return the plat and plans, or comments if any, to the City within ten (10) days.
- E. The City shall deliver one (1) copy of all approved and recorded plats within the City's ETJ to the County within ten (10) business days of such recording.

**SECTION FIVE. Applicability:** The obligations and undertakings of each party to this Agreement shall be applicable within the City's ETJ. The City's ETJ presently exists as that unincorporated area that is contiguous to the corporate boundaries of the City and that is located within one (1) mile of those boundaries. The City shall notify the County of any expansion or reduction of the City's ETJ.

**SECTION SIX. Miscellaneous Provisions:**

- A. Any notice required or permitted to be given hereunder shall be given in writing and shall be delivered to the following addresses of the respective parties via hand delivery or first class, prepaid mail:

County: Kerr County, Texas  
Attention: County Judge  
Kerr County Courthouse  
700 Main Street  
Kerrville, Texas 78028

City: City of Kerrville  
Attention: City Manager  
800 Junction Highway  
Kerrville, Texas 78028

- B. This Agreement supersedes all written or oral representations of the parties as to the content, obligations or performance of the provision of subdivision regulation by the City within the City' ETJ. The Agreement constitutes the entire agreement between the County and the City. Any modification to this Agreement shall be of no force or effect unless in writing and signed by both parties. Each party hereto certifies that the covenants and obligations stated in this Agreement constitute the duly authorized act and agreement of the respective entity and that the persons affixing their signatures below have obtained all requisite approvals for the execution of this Agreement.
- C. If any provision of this Agreement is found to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- D. The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Exclusive venue for any action concerning this Agreement shall be in Kerr County, Texas.
- E. Neither party may assign any right under this Agreement, and any purported assignment will be null and void and a breach of the Agreement.
- F. Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained within this Agreement shall run to or be enforceable by any party other than a party to this Agreement.
- G. Pursuant to Section 242.001(c) of the Texas Local Government Code, the County and the City hereby certify that this Agreement complies with the requirements of Chapter 242 of the Texas Local Government Code.
- H. This Agreement may be executed in multiple counterparts, each of which constitutes an original.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF KERRVILLE, TEXAS

KERR COUNTY, TEXAS

\_\_\_\_\_  
Todd A. Bock, Mayor

\_\_\_\_\_  
Pat Tinley, Judge

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Jannett Pieper, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Rex Emerson, County Attorney

DRAFT

**Exhibit 2**  
**City of Kerrville ETJ Development Standards**  
**Draft 3/9/2010**

**CITY OF KERRVILLE  
ETJ DEVELOPMENT STANDARDS**

**Art. \_\_\_\_\_ MINIMUM DESIGN STANDARDS FOR ETJ DEVELOPMENT**

The purpose of this section is to reflect the character and quality of development envisioned by the City/County to be in the best interest of the citizens both present and future, and to insure that the long term effects of development which takes place in current times will not become a burden upon the general public in the future. The standards expressed in this section are established to provide streets of adequate right-of-way width, alignment and traffic capacity to prevent or at least minimize traffic hazards and congestion, to provide adequate space for the installation of necessary utility service and collection and disposal of storm waters and to establish adequately sized lots, tracts or parcels of land where residential and other types of building structures may be constructed without creating hazards to the health, safety and well being of the occupants.

**SECTION  PLATS**

1. Except as otherwise provided below, the owner of land located within the extraterritorial jurisdiction (ETJ) of the City who subdivides the land and/or who previously subdivided land which was not platted in accordance with the current City Subdivision Ordinance prior to development, must have a plat of the subdivision or lot approved as provided in this Ordinance. No improvements to the subdivision or lot shall be commenced until compliance with this Ordinance is fulfilled.
2. The Following are exempted from the above stated plat requirement:
  - a. A conveyance of land by dedication, lease or sale to a public agency for a roadway, utility lines or drainage facility, provided that said conveyance is accepted and approved by the public agency.
  - b. The conveyance of parcels of land between owners of adjoining property and contiguous land, provide that no additional building lot or substandard lot is created.
  - c. Any lease of public property at the Kerrville Airport.
  - d. Any property subdivided prior to January 1, 1981, provided that each part of the subdivided property was adequately served by the following after the subdivision:
    - (1) Streets constructed and previously accepted for maintenance by the City or County, whichever is applicable;
    - (2) Water improvements as currently required by this or other applicable ordinances;

- (3) Sanitary sewer or individual on-site sewage disposal system as currently required by this or other ordinances;
  - (4) Storm drainage facilities as currently required by this or other applicable ordinances, and;
  - (5) Easements or rights-of-way as may be currently required by this or other applicable ordinance for the installation of any of the above stated improvements;
- e. In accordance with Texas Local Government Code §212.004(a), the division of land into two or more parts provided:
- (i) all parts after the division of land are larger than ten acres;
  - (ii) no public improvement is required by this Chapter to be dedicated, and;
  - (iii) after the division, each part has access.

“Access” for purposes of this Subsection (e), shall be to an existing public or private right-of-way abutting each part of the subdivided property.

- 3. The Planning and Zoning Commission may grant an exception to the plat requirement if it finds that the use of the land after subdividing will be strictly agricultural and will create no need for new public streets, water, sewer or storm drainage and will not interfere with the extension of such public facilities. Agricultural use does not include the processing of agricultural products or livestock feeding, exhibition or sales facilities.
- 4. A plat of one lot may be approved for either the original owner of the entire tract and/or a subsequent purchaser of the lot, if:
  - a. The original tract has already been subdivided and there are currently multiple owners of the different lots, and it is not practical to attempt to subdivide all of the original tract at one time; or
  - b. The owner of the original tract prepares a preliminary plat of the total acreage to meet the requirements of the Ordinance; or
  - c. The Commission finds that the purpose and intent of this Ordinance shall not be impaired by the approval of the one-lot plat.

## SECTION ( ) JURISDICTION

From and after the date of its adoption, this ordinance shall govern all subdivisions of land within the extra-territorial jurisdiction of the City of Kerrville (herein referred to as “ETJ”) as provided under Art. 970a, Section 3, of the Vernon’s Annotated Civil Statutes for the State of Texas. The boundary of the ETJ for the City of Kerrville, based upon its population as of the date of the passage of this ordinance is

one (1) mile from the city limits of the City of Kerrville, and such boundary is subject to revision as provided in such Art. 970a.

## SECTION ( ) SUBDIVISION PROCESS

The subdivision planning process consists of two (2) separate phases. The initial phase is the preparation and submission of the preliminary plat of the proposed subdivision. This phase is the most significant phase in the planning process since it will set the stage for the eventual development of the land. The second and final phase is the preparation and submission of a final plat with construction plans. However, in the case of minor plats, replats, vacating plats and amending plats, only a final plat may be submitted.

The Director of Development Services is authorized to approve minor plats, but may, for any reason, elect to present the plat to the Planning and Zoning Commission for approval. However, the Director shall not disapprove the plat and shall be required to refer those which he refuses to approve to the Planning and Zoning Commission. A minor plat shall be defined as: any plat consisting of four or fewer lots fronting on an existing street that are adequately served by streets, utilities, drainage facilities (if necessary), and easements or rights-of-way; and does not require the creation of any new street(s) or the extension of municipal facilities.

All other plats must be submitted for approval or disapproval to the Planning and Zoning Commission.

The final Plat becomes the recording instrument in the office of the County Clerk when signed by the Planning and Zoning Commission Chairman or in the case of minor plats, by the City Director of Development Services, Flood Plain Coordinator, and Onsite Sewage Facilities Administrator if OSSF is to be the proposed method of sewage disposal.

## SECTION ( ) FILING FEES (Amended 9/25/07, Resolution No. 2007-96)

1. a. Preliminary plats shall be accompanied by a filing fee **as provided in the most current Fee Schedule.**
- b. Final Plats shall be accompanied by a filing fee **as provided in the most current Fee Schedule.**
- c. Vacating plats, amending plats and replats shall be accompanied by a filing fee **as provided in the most current Fee Schedule.**
- d. Minor plats shall be accompanied by a filing fee **as provided in the most current Fee Schedule.**
- e. Requests for waivers/variance require no fees to be paid.
2. Filing fees shall be made by check to the City of Kerrville, Texas. All fees are nonrefundable
3. The fees and charges set forth and/or established herein may be changed and amended from time to time by resolution of the City Council of the City of Kerrville.

## Art. 10-IV-2 PROCEDURE FOR PLAT APPROVAL

### SECTION ( ) PRELIMINARY PLAT

1. **General** The applicant shall present to City staff a concept plan prior to the submission of the preliminary plat. The staff shall present the concept plan to the Commission for review and comment. The objective of the concept plan presentation is to clarify ETJ regulations and the comprehensive plan-land use strategy guidelines, as they apply to the parcel of land in question and its proposed subdivision. The concept plan shall include the following information:
  - a. The property's legal description, and location identifying the site in relation to natural water courses, public rights-of-way, and significant landmarks which are located within **one hundred feet (100.0')** of the boundary of the proposed subdivision;
  - b. Proposed uses, lot layouts, and general land features, to include major grade changes, flood plains, ridge lines, and drainage courses;
  - c. Existing and proposed utilities, streets and drainage facilities or courses.

When the proposed subdivision constitutes a unit of a large tract owned by the developer or in which the developer has interest, the Commission may require that the concept plan identify and include the entire area which is intended to be subsequently subdivided. The presentation, including portions of the larger tract, shall be required to include, at a minimum, the same information as required for the concept plan, except that individual lots need not be shown so long as the anticipated land uses and development density is presented. The latter shall be used to determine compatibility with street layout, and utility and drainage facility capacities.

The preliminary plat as approved will be the basis for the preparation of construction plans for improvements. The preliminary plat may be given final approval in phases, but if so, each phase given final approval shall conform to the approved preliminary plat.

2. **Filing Time** The time required to review and process the preliminary plat shall be a maximum of thirty (30) days following receipt of the application and preliminary plat. Plats shall not be docketed for Commission consideration unless those items identified on the Subdivision Planning Check List are furnished.
3. **Form and Content** The purpose of the preliminary plat is to provide the Planning Commission with adequate information to arrive at a decision on the developer's proposed improvements. The developer shall submit to the City Planning Department ten (10) copies of the preliminary plat drawn to an appropriate scale, and a photocopy of the owner(s) deed. Where necessary, the preliminary plat may be on several sheets accompanied by an index sheet (showing the entire subdivision at a larger scale). In no case may any single sheet of paper be larger than 24" x 36". Specific information to be included on the preliminary plat shall consist of:

**a. Natural Features**

- (1) The location of any visible existing water courses, dry creek beds, caves, springs, wells, sinkholes and other similar drainage features including existing drainage structures;
- (2) The limit of the “100-year” flood hazard area boundary and the floodway, as determined by the most current map published by the Federal Emergency Management Agency (FEMA). If neither encroaches upon the subject property, a note to that effect must be placed upon the drawing.
- (3) Topographic data drawn by survey, aerial photography, or USGS map.

The contoured area shall extend outward in all directions along the entire length of the subdivision boundary line for a distance equal to not less than 10 feet nor more than 50 feet in any one direction; provided, however, in the event the developer, his contractors or agents, are unable to gain access to property adjacent to the proposed subdivision for the purpose of obtaining the above-required topographical data as the result of an inability to obtain the consent of the property owner, or the likelihood of injury to persons or property who might go on to such adjacent property, the inability to obtain such data, and the reason for such inability shall be certified to in writing by the developer and delivered to the Director of Development Services. The Director of Development Services or his designee shall provide reasonable assistance to the developer in gaining access to the adjacent property; provided however, such assistance shall not require the City to obtain any easements or commit the expenditures of any City funds. If access to the adjacent property cannot be obtained with ten (10) working days after receipt by the Director of Development Services of the certified statement, the requirement to extend the contoured area beyond the perimeter of the proposed subdivision shall be waived.

**b. Improvements**

The locations, sizes, and descriptions of all existing and proposed improvements within, adjacent to, or for use by the subdivision, whether above or below grade, including, but not limited to:

- (1) gas and petroleum lines;
- (2) sanitary sewer, storm sewer, and water lines;
- (3) water towers and wells
- (4) electrical and telecommunication lines;
- (5) drainage structures
- (6) streets and alleys; and
- (7) parks

**c. Boundaries**

- (1) The existing property lines of the land to be subdivided shall be represented by a boundary survey performed on the ground by a Registered Professional Land Surveyor, registered in the State of Texas. The survey shall also be in total compliance with "The Texas Board of Professional Land Surveying General Rules of Practice";
- (2) The location, dimensions, names, descriptions and recording information as determined from existing records of all public or private easements or right-of-way located within, intersecting with, or contiguous to the proposed subdivision and its boundaries, including, but not limited to, street, alleys, railroad or pipeline rights-of-way, utility easements. Such easements should be indicated whether or not such easements are currently improved. The distance from the centerline of the roadway of any adjoining street to the proposed platted property shall also be shown;
- (3) The location of City limit lines and/or outer border of the City extra-territorial jurisdiction, as depicted on the City's most recent base map, if either traverses the subdivision or is contiguous to the subdivision boundary;
- (4) The locations, dimensions, names and descriptions of all recorded lots and blocks, parks, public areas, natural features to be preserved, and permanent structures within, contiguous to, or within two feet of the subdivision perimeter boundary;
- (5) The locations, dimensions, and numbers for all proposed lots and blocks;
- (6) The current owner's name, deed or plat reference, and property lines of property adjacent to the subdivision boundaries; and
- (7) A legend shall be provided, and all lines, symbols and marking on the plat shall conform to it. The area to be platted shall be drawn in a manner to clearly distinguish it from other lines on the plat.

**d. General**

- (1) Date the drawing was prepared, north arrow and graphic scale;
- (2) Location sketch map drawn to an appropriate scale.
- (3) The total contiguous acreage held by the owner(s) shall be indicated. Subdivision proposed to be developed in phases shall so indicate.

4. **Approval** The Planning Commission shall render a decision on the preliminary plat at the meeting for which it is to be considered.

Such decision may consist of approval, disapproval, or conditional approval. Conditional approval shall be considered to be approval subject to conformity with conditions prescribed by

the Planning Commission, but shall be deemed to be a disapproval of such plat until such conditions are met.

Approval of the preliminary plat shall lapse unless a final plat is submitted within one (1) year from the date of initial approval.

Approval of the preliminary plat by the Planning Commission shall not constitute acceptance of the final plat, but will be deemed only as expression of approval of the arrangement and approximate size of streets, lots, and blocks.

Upon approval by the Commission, a single reproducible copy of the preliminary plat shall be delivered to the Planning Department for placement in city records.

## SECTION ( ) FINAL PLAT

1. **General** The final plat shall conform substantially to the preliminary plat as approved, and if desired by the developer, it may constitute only that portion of the approved preliminary plat which he proposed to record and develop at the time ; provided that such portion conforms to all requirements of this ordinance, and that the phase of development be indicated.
2. **Filing Time** The time required to review and process the final plat shall be a maximum of twenty-one (21) days after receipt of application and final plat, and approved civil construction plans.
3. **Form and Content** The final plat represents the Planning and Zoning Commission's final opportunity to assure that the development conforms to the requirements of this ordinance and that it is consistent with all the conditions identified in the preliminary plat. The developer shall submit to the City Planning Department ten (10) copies of the final plat for review, drawn at the same scale as the preliminary plat. Where necessary, the paper submissions may be on several sheets accompanied by an index sheet showing the entire subdivision. The final plat shall show or be accompanied by the following information:
  - a. **Natural Features**
    - (1) The location of center lines of all waterways intended to convey water from or to adjacent private land owners;
    - (2) The boundaries of all drainage easements and the one hundred (100) year flood plain and designated flood way. If the subdivision or a portion thereof is in a flood-prone area, the developer will be required to comply with provisions of the floodplain management county court orders. This information must be certified by a Registered Professional Engineer with the following statement:

*"The fully developed, concentrated storm water runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easements shown and/or public rights-of-way dedicated by this plat"*

On each buildable lot in said flood plain the required base flood elevation (BFE) shall be indicated. Vertical bench marks tied to USGS Vertical datum of 1929 or the City of Kerrville's Coordinate System, shall be shown on the plat with a maximum horizontal separation of 1,000 feet between benchmarks.

**b. Boundaries**

- (1) The existing outer boundary lines of the land to be subdivided shall be drawn in such a way as to provide easy identification, and shall comply to the requirements of the preliminary plat. The record calls for course and distance in parentheses along with the measured bearings and distances which have been surveyed shall be provided on the final plat for each individual call.
- (2) True bearing and distances to the nearest established street right-of-way lines, official monuments, or existing subdivision corner shall be accurately described on the plat **with bearings and distances from adjacent points in the subdivision to a known City of Kerrville control point.**
- (3) Identification (whether "found" or "set") and location of all permanent survey monuments, with a clear description of the size and type of monuments.
- (4) At least one (1) corner of the subdivision shall be located with respect to a corner of the original patent survey of which it is a part.
- (5) The location, bearing, width, purpose, and approved names (if applicable) of existing and proposed streets, alleys, easements, and right-of-way to be dedicated to public use, and lots, with the following data:
  - (a) Complete curve data including deflection angle ( $\Delta$ ), chord length, cord bearing, radius, arc length, and other data required to reproduce the curve on the ground.
  - (b) All easements must be depicted in graphic matter on the face of the plat, with course and distance.
  - (c) All other lines not intended to be boundary lines (set backs, etc.) shall be labeled accordingly.
- (6) The minimum surveying requirements shall conform to the accuracy standards set by the "Texas Board of Land Surveying 1992 Act".

**c. General**

- (1) Name and location of subdivision, date the drawing was prepared, graphic scale and true north arrow;

- (2) Location map at a scale of one inch to one thousand feet;
- (3) Lot and block numbers **including 911-address** for each lot or tract;
- (4) Certification of dedication of all rights-of-way, easements or property to be dedicated for public use, signed by the owner(s);
- (5) An agreement waiving any claim for damages against the City of Kerrville or Kerr County, Texas occasioned by the alteration of the surface of any portion of existing streets or alleys to conform to the grade established in the subdivision;
- (6) Certification by a Registered Professional Land Surveyor, registered in the State of Texas, to the effect that the plat represents a complete and accurate survey made on the ground;
- (7) Other certificates as needed, as set forth in Art. \_\_\_\_\_.

**d. Recording**

After approval by the Planning Commission, three copies of the approved plat, drawn to the same scale as the preliminary plat on a permanent reproducible medium suitable for recording at the county courthouse, and with the original and notarized signatures of the owner(s) shall be presented for the signature of either the Director of Planning or the Chair of the Planning and Zoning Commission for recording. One of the three copies shall be returned by the Planning Department to the developer for his records.

A drawing providing a complete and accurate representation of the subdivision shall also be submitted in either Drawing Exchange File (.dxf) or AutoCAD (.dwg) digital format. The Digital submission shall meet the same standard as the non-digital submission, except that title blocks, certifications, signature blocks, legends, scales, north arrows and borders shall not be required.

The digital submission shall be **on a CD or other standard media acceptable to the City of Kerrville. Payment of fees per sheet shall be paid according to the current Fee Schedule in lieu of the digital submission.** This fee shall be used by the City to pay for an independent contractor to convert the paper submission into the digital format.

**4. Approval**

The Planning Commission shall render a decision on the final plat within thirty (30) days of filing of the complete final plat which includes all necessary construction plans. Such decision shall consist of approval, disapproval, or conditional approval subject to certain conditions which, if fulfilled, shall cause the plat to become automatically approved without reappearance before the Commission, **but shall be deemed to be a disapproval of such plat until all conditions are met.**

Prior to final approval of the plat, the City Engineer and the County Road Administrator shall furnish the Planning Commission with a written certificate approving the proposed construction, plans, or that all improvements have been satisfactorily completed in accordance with these construction standards and specifications. In applicable situations, the City Engineer shall certify to the Commission that the proper irrevocable cash or bond guarantees in the amount of one hundred percent (100%) of construction costs have been secured as well as a one-year (1-year) warranty from the owner/developer by the City of Kerrville and/or Kerr County to insure the completion of all improvements required by the Planning Commission.

**Additionally a one (1) year maintenance bond in the amount of fifty percent (50%) of the construction cost of all roads and storm drainage facilities, made payable to Kerr County.**

Upon approval of the final plat and certification by the Chairman of the Planning Commission, the original tracing or a permanent type, reproducible, transparent film and one paper print shall be retained in the files of the City Planning Department.

Approval of the final plat by the Planning Commission shall not constitute the acceptance by the public of the construction of any streets, or other public way or ground.

If the owner/developer so elects, he or she may request that the Planning Commission, after approval of the preliminary plat and approval of all necessary construction plans by the City of Kerrville and Kerr County Road Administrator, approve the construction of all or a part of the necessary public improvements, prior to final plat approval, then the sufficient cash or bond guarantee shall be provided for the balance prior to final approval of the plat.

5. **Minor Subdivision Approval** The Planning Director may approve minor subdivision without the necessity of submitting the application for approval to the Planning and Zoning Commission or requiring the developer to obtain approval of a preliminary plat. If the Planning Director determines he cannot or does not desire to approve a subdivision that qualifies as a minor subdivision, the application shall be forwarded to the Planning and Zoning Commission for consideration at the next available meeting after proper notice. A subdivision may be considered a minor subdivision if:

- (1) state law or ordinance does not require that a public hearing be held prior to approval of the subdivision; and
- (2) the property being subdivided is not part of a larger tract of land, any part of which has been the subject of a previous application for a minor subdivision approved ten years prior to the filing of the application for minor subdivision consideration;
- (3) the subdivision consist of three or fewer lots; and
- (4) all lots created by the subdivision abut on a street constructed to then current specifications, unless a waiver or deferral for the upgrade of the street previously obtained in accordance with this chapter; and

- (5) all water, sanitary sewer, and drainage facilities that are otherwise required to be constructed pursuant to this chapter are already in place and meet the regulations then in effect for construction of such improvements; however, the subdivision may be considered and approved as a minor subdivision if no storm water drainage study has been submitted or the required storm drainage facilities constructed, provided the plat contains the following note:

*A drainage study conforming to the applicable drainage specifications shall be submitted to, and approved by, the Flood Plain Administrator. Drainage improvements which adequately address the findings of the study shall be made part of the development on the site, and shall be constructed concurrently with the development of the site.*

An approved minor subdivision shall constitute a final plat of said subdivision.

## SECTION VACATING AND RESUBDIVISION/REVISION PLAT

1. **General** A vacating and re-subdivision plat shall be prepared for re-subdivision as defined in this document. A formal application to the Planning Department shall be submitted for approval by the Planning Commission, and the re-subdivision plat shall be prepared in accordance with this document.
2. **Filing Time** The time required to review and process a vacating and re-subdivision plat shall be a maximum of twenty-one (21) days.
3. **Form and Content** The Director of Development Services shall review the vacating and re-subdivision plat to see if it conforms to information on the previously filing plat which is now being vacated and check all changes for compliance with this ordinance.

The vacating and re-subdivision plat and accompanying data shall conform to the previously filed plat which it is vacating and incorporate any and all modifications, changes, alterations, and corrections imposed by the re-subdivision process.

The vacating and re-subdivision plat shall be drawn to **an appropriate scale 24" x 36"**. Where necessary the vacating and re-subdivision plat may be on several sheets accompanied by an index sheet showing the entire subdivision.

In addition to the requirements for the final plat, the vacating and re-subdivision plat shall also include the following:

- (1) A vacating drawing to show previous plat layout.
- (2) A **plat reference** to volume and page number of the previous plat which is now being re-subdivided.

(3) Written evidence of property owner(s) concurrence in accordance with the provisions of Art. 974a of the Vernon's Annotated Civil Statutes for the State of Texas.

4. **Approval** The Planning Commission shall render a decision on the vacating and re-subdivision plat at the meeting for which it is to be considered.

Such decision may consist of approval, disapproval, or conditional approval. Conditional approval shall be considered to approval subject to conformity with conditions prescribed by the Planning Commission, but shall be deemed to be a disapproval of such plat until such conditions are met. All conditions made to the vacating and re-subdivision plat, or conditions imposed, shall be furnished to the developer in writing.

Upon approval of the vacating and re-subdivision plat and certification by the Chairman of the Planning Commission, the original tracing or a permanent type reproducible, transparent film and one paper print shall be retained in the files of the City Planning Department.

**Where physical or topographical features may render the design standards identified to be impracticable, the Planning Commission may authorize a variance from these standards.**

**No final plats will be allowed to be filed until subdivision improvements are constructed or an approved Letter of Credit acceptable to the City and/or County.**

**All plats in the ETJ require both city and county signatures before filing.**

#### SECTION ( ) VARIANCES

The City Planning Commission may authorize a variance from these regulations when undue hardship will result from strict compliance. In the granting of a variance, the Commission shall prescribe conditions that it deems necessary to or desirable in the public interest. In arriving at their findings, the Commission shall consider the nature of the proposed use of the land, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of the requested variance on traffic conditions and the public health, safety, convenience, and welfare in the vicinity. Variances shall not be granted unless the City Planning Commission finds one or more of the following:

1. That there are special circumstances or conditions affecting the land involved that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of this land;
2. That the variance is necessary for the preservation of environmental features that would be affected by a strict application of the ordinance. These features would include tree preservation, geologic formations, steep slopes, springs, and other similar circumstances;
3. That the variance would enable a more efficient use of the land of previously subdivided parcels which meet or exceed the area requirements of the City zoning ordinance (deep lots, unusual shape);

4. That the granting of a variance would serve to minimize or correct previous development deficiencies (utility line placement, drainage courses, transmission line location, septic systems);
5. That the variance would enable the developer to orient his lots for greater solar advantage;
6. That the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to other property in the area.

Such findings of the City Planning Commission, together with the specific facts upon which such findings are based, shall be incorporated into the minutes of the City Planning Commission meeting at which such variance is granted. Variances may be granted only when in harmony with the general purpose and intent of this ordinance so that the public health, safety and welfare may be secured and substantial justice done. Financial hardship to the developer, shall not be deemed to constitute a hardship.

All requested variances from the ordinance shall be submitted in writing at the time of formal application shall of all plats with the City Planning Department. Applications for variance request shall be confined to the criteria established above.

**Where applications for variance have been denied by the City Planning Commission, the applicant shall have the right to appeal the City Planning Commission's decision to the Extra Territorial Jurisdiction Appeals Board (ETJAB). The ETJAB may reverse the decision of the City Planning Commission upon appeal of the applicant only by an affirmative vote of not less than a majority of ETJAB.**

**The ETJAB shall consist of one County Commissioner appointed by the Commissioners' Court; one City Councilperson appointed by the City Council; and one member from the general public with working knowledge and experience in the subdivision development field (ie: engineers, surveyors, contractors, land developers) to be nominated by the Home Builders' Association in Kerr County (HBA), and approved by both City and County. Additionally, an alternate member shall be nominated by the HBA, and approved by the City and County to fill the position of the original nominee from HBA should a conflict of interest require the original designee to recuse himself/herself from consideration of a particular project. The terms for the appointees to the ETJAB shall be two (2) years with a limit of two (2) consecutive terms.**

**The ETJAB shall meet upon the written request of an applicant and shall make the Board's determination to grant or deny the applicant's request within thirty (30) days after the applicant's written request is received. Should the ETJAB fail to meet or fail to reach a decision within the prescribed thirty (30) day period, the applicant's request will be automatically granted. All decisions of the ETJAB will be final and will be transmitted to the applicant in writing.**

## SECTION ( ) STREETS

1. **Conformity to the Circulation Plan** The location and width of all streets and roads shall conform to the City of Kerrville Thoroughfare Plan.

2. **Relation to Adjoining Street System** The proposed street system shall extend existing streets or projects at the same or greater width, but in no case less than the required minimum width.
3. **Additional Width of Existing Streets** Subdivision that adjoins existing streets shall dedicate additional right-of-way to meet the above minimum street requirements.
  - a. The entire right-of-way shall be provided where any part of the subdivision is on both sides of the existing street.
  - b. When the subdivision is located on only one side of an existing street, one-half of the required right-of-way measured from the center line of the existing roadway, shall be provided. In no case shall the resulting right-of-way be less than that shown below.
4. **Street Right-of-Way Widths** The minimum width of “right-of-way,” measured from lot line to lot line, shall be as shown on the Circulation Plan and shall not be less than as follows:

Type	W/Curb, Gutter & Storm Drain	<u>W/Ribbon Curb &amp; Bar Ditch</u>
Arterial Streets	80-150 ft.	<u>90-160 ft.</u>
Collector Streets	60 ft.	<u>80 ft.</u>
Minor Residential Streets	50 ft.	<u>60 ft.</u>
Marginal Access Streets	40 ft.	<u>60 ft.</u>
Access Streets	40 ft.	<u>60 ft.</u>
Alleys	20 ft.	<u>40 ft.</u>

**In commercial areas where on-street parking may be anticipated the street and right-of-way (ROW) widths** shall be increased ten (10) feet on each side if needed to provide parking without interference of normal passing traffic.

5. **Turn-around (Cul-de-sacs)** Minor terminal streets or courts designed to have one end permanently closed (cul-de-sac) shall be no more than six hundred (600) feet long unless necessitated by topography. They shall be provided at the closed end with a turn-around having an outside roadway pavement diameter of at least eighty (80) feet and street right-of-way diameter of at least one hundred (100) feet.

Where, in the opinion of the Planning Commission, it is desirable to provide for street access to adjoining property, proposed streets shall be extended by dedication to the boundary of such property. Such turn-arounds shall be provided with a paved temporary turn-around having a roadway diameter of a least eighty (80) feet.

6. **Topographic Restrictions** In cases where topography or other physical conditions make a street of the required minimum width impracticable, the Planning Commission may modify the above requirements.
7. **Restriction of Access** When a tract fronts on an arterial street or highway, the Planning Commission may require such lots to be provided with frontage on a marginal access street.

8. **Reserve Strips** There shall be no reserve strips controlling access to streets, except where the control of such strips is definitely placed with the City under conditions approved by the Planning Commission.
9. **Intersections** Street intersections shall be as nearly at right angles as is possible, and no intersection shall be at an angle of less than sixty (60) degrees. Property line radii at street intersections shall not be less than twenty (20) feet and where the angle of street intersection is less than seventy-five (75) degrees the Planning Commission may require a greater curb radius. Wherever it is necessary to permit the construction of a curb having a desirable radius without curtailing the sidewalk at a street corner to less than normal width, the property line at such street corner shall be rounded or otherwise set back sufficiently to permit such construction.
10. **Street Jogs** Street jogs with center-line offsets of less than one hundred fifty (150) feet should be discouraged.
11. **Horizontal Curves** Where a deflection angle of more than ten (10) degrees in the alignment of a street occurs, a curve of reasonably long radius shall be introduced. On streets with right-of-ways of sixty (60) feet or more in width, the centerline radius of curvature shall be no less than four hundred (400) feet; on other streets no less than two hundred (200).
12. **Street Grades** To assure adequate drainage a minimum gradient of 0.35% is necessary. Maximum grades will vary according to street classification and function. To reduce traffic hazards, grades on minor streets should not exceed 15% and 10% on collector and arterial streets.
13. **Tangents** A tangent of at least one hundred (100) feet long shall be provided between reverse curves on arterial and collector streets.
14. **Street Names** Proposed streets which are in alignment with already existing named streets, shall bear the names of existing streets. In no case shall the name for proposed streets duplicate existing streets names or like sounding street names, irrespective of the use of the suffix street, avenue, boulevard, driveway, place or court. Proposed street names should be checked by the 911 Department to avoid conflict with this requirement.
15. **Addressing** The **911 Director** or his designee shall have the authority to assign street addresses for individual lots or building sites located **within the ETJ**. A person making application for approval of a subdivision must request and obtain a designation of street addresses by the Planning Director prior to approval of the final plat. To the extent feasible, the assignment of individual street addresses shall be in conformity with the addressing method used by the Kerr Emergency 9-1-1 District or its successor entity.

## SECTION ( ) BLOCKS AND LOTS

Block length shall not exceed one thousand two hundred (1200) feet maximum

1. **Arrangement** Insofar as practical, side lot lines shall be at right angles to street lines or radial to curved street lines. Each lot shall have access to a public or private street.

2. **Minimum Size** The size, shape and orientation of lots shall be in accordance with the type of development and use contemplated. The minimum size of residential lots shall be as follows:

- a. **Greater than** five (5) acres for lots where an individual water well is planned to be the source of potable water and an on-site sewage facility (OSSF) is located.
- b. **Greater than** one (1) acre for lots served by a public water system and served by an on-site sewage facility (OSSF) if such OSSF is installed in compliance with the then existing rules of Kerr County for OSSFs.
- c. Lots served by a community sewage collection system and a public water system shall be **at least 6,000 square feet.**

<b>Lot Sizing</b>	<b>Minimum Lot</b>	<b>Maximum Density</b>	<b>Minimum Lot Width</b>
w/ H2O and Sewer	6000 sq ft	4DUA	60'
w/ H2O and OSSF	1 acre	1DUA	150'
w/ well and OSSF	Greater than 5 acres	2DUA	300'

d. **Lots shall have a minimum front footage of:** **Minimum Footage**

<b>Access Streets (including marginal access streets w/OSSF)(greater than 1 ac)</b>	<b>150 feet</b>
<b>Access Streets (w/both public water &amp; wastewater)</b>	<b>60 feet</b>
<b>Minor Residential (w/no public water and w/OSSF)</b>	<b>250 feet</b>
<b>Minor Residential (w/public water and w/OSSF)</b>	<b>150 feet</b>
<b>Minor Residential (w/public water and public waste water)</b>	<b>60 feet</b>
<b>Collector Streets - 61 to 120 Lots (w/no public water and w/OSSF)</b>	<b>250 feet</b>
<b>Collector Streets - 61 to 120 Lots (w/public water and w/OSSF)</b>	<b>150 feet</b>
<b>(May require restricted access)</b>	
<b>Collector Streets - 61 to 120 Lots (w/public water and public wastewater)</b>	<b>60 feet</b>
<b>(Requires restricted access)</b>	
<b>Arterial Roads - greater than 121 Lots (w/no public water and w/OSSF)</b>	<b>350 feet</b>
<b>(May require restricted access)</b>	
<b>Arterial Roads - greater than 121 Lots (w public water and w/OSSF)</b>	<b>150 feet</b>
<b>(Requires restricted access)</b>	
<b>Arterial Roads - greater than 121 Lots (w/public water and public wastewater)</b>	<b>100 feet</b>
<b>(Requires restricted access)</b>	

e. **Driveways shall have the following separations;**

<b>Type</b>	<b>Lot Width</b>	<b>Driveway Separation</b>	<b>Corner Separation (Edge to Edge)</b>
		<b>(Center to Center)</b>	
<b>Arterial</b>	<b>350' w/o shared access</b>	<b>150'</b>	<b>75'</b>
	<b>150' w/shared access</b>	<b>150'</b>	<b>75'</b>

<b>Collector - Major</b>	<b>300' w/o shared access</b>	<b>100'</b>	<b>50'</b>
	<b>100' w/shared access</b>	<b>100'</b>	<b>50'</b>
<b>Collector - Minor</b>	<b>150' w/o shared access</b>	<b>50'</b>	<b>25'</b>
	<b>75' w/ shared access</b>	<b>50'</b>	<b>25'</b>
<b>Residential*</b>		<b>50'</b>	<b>25'</b>

**\* No direct access on Arterials or Major Collectors**

3. **Utility, Drainage, and Access Easement Lines** The minimum width of the easement lines dedicated to the public shall be from the property lines and shall be a minimum of the following:

<b>Lot Size</b>	<b>Front</b>	<b>Side</b>	<b>Rear</b>
<b>Greater than 5 acres</b>	<b>50'</b>	<b>20'</b>	<b>30'</b>
<b>Less than 5 acres and greater than 1 acre</b>	<b>40'</b>	<b>15'</b>	<b>25'</b>
<b>Greater than 1 acre</b>	<b>30'</b>	<b>10'</b>	<b>20'</b>

**SECTION (C) PARKS, OPEN SPACES, PUBLIC EASEMENTS AND PRESERVATION OF NATURAL FEATURES**

1. **Parkland Dedication** All subdivision plats which are to be approved by the Planning and Zoning Commission shall conform with the City of Kerrville's **Parkland Dedication Ordinance**.
2. **Easements for Public Utilities** The Planning Commission may require easements for poles, wires, conduits, storm and sanitary sewers, gas, water or other utility lines, along any necessary lot lines. Easements of the same or greater width may be required along the lines of or across lots, where necessary for the extension of existing or planned utilities.

**SECTION ( ) DEVELOPMENT OF SENSITIVE LANDS: FLOOD HAZARDS**

Land subject to flooding as identified in the Federal Insurance Administration's report entitled "The Flood Insurance Study", dated January 19, 1982, **or the most current update**, with accompanying flood hazard maps shall serve as the basis for identifying those lands susceptible to flood conditions. The developer and/or his agent at the pre-application conference stage of preparing the preliminary plat shall establish BFE and floodway elevations. Lands that are to be platted for development which are susceptible to flooding shall be in accordance with current city/**county** code requirements **or county flood plain requirements in the ETJ**, in which finished floor elevations shall be established a minimum of one (1) foot above the established flood criteria and/or in accordance with alternatives identified by the Federal Insurance Administration.

The Planning Commission shall not approve the subdivision of land if from adequate investigations conducted by all public agencies concerned, it has been determined that in the best interest of the public, the site is not suitable for platting and development purposes of the kind proposed.

1. All drainage plans, drainage calculations, drainage structures designs, drainage facilities designs and all other requirements of this section shall be prepared by a registered professional engineer experienced in hydraulics and hydrology analysis; shall be signed and sealed by the registered professional engineer licensed in the State of Texas; and should be prepared using professional standards of practices of the engineering industry.

A registered professional engineer shall certify on the Final Plat that all drainage requirements specified by the registered professional engineer were constructed substantially in accordance with all design criteria submitted and are in compliance with Kerr County/City of Kerrville ETJ Subdivision Rules and Regulations.

Subdivisions with a minimum lot size of twenty-five (25) acres or fewer than five lots shall be exempt from item numbers 3 and 4 below.

2. Subdivision design, layout and construction shall be done to minimize any adverse impact to private property, public property, all easements, and all public or private right-of-way either within or outside the proposed subdivision. Provisions must be made to assure that no adverse impact is made to existing drainage systems within public right of ways.

All drainage design, layout and construction shall comply with all applicable laws of the State of Texas and the United States of America.

3. The criteria set forth under this section are intended to provide guidelines for drainage calculations. The registered professional engineer that signs and seals the drainage plans, drainage calculations, drainage structures designs, drainage facilities designs, and all other drainage requirements is responsible for all drainage calculations.

a. Subdivision drainage calculations for subdivisions with minimum lot size of greater than five (5) acres.

The calculated post-construction runoff flow rates at the point of flows leaving the subdivision for each drainage basin should be calculated based on the area of the predevelopment drainage basin plus or minus any added or subtracted area due to subdivision construction or layout. All runoff flow rate flow calculations shall be done in cubic feet per second (cfs). The runoff flow rate shall be calculated for the five (5), twenty-five (25), and one hundred (100) year storm frequency, respectively. Exit velocity runoff flow rates should not be greater than eight (8) fps from any drainage structure, unless adequate dissipation or armoring is provided.

(1) The calculated post-construction runoff rates at the point of flow leaving the subdivision should not exceed the pre-construction runoff rate for the postconstruction drainage basin for each calculated storm frequency.

(2) Drainage channels, storm sewers, detention structures or other systems shall be constructed to maintain the flow rates set forth in 3.a.(1) above. Vegetative improvements may be considered in calculating the runoff rates within a drainage basin.

**b. Subdivision drainage calculations for subdivisions with minimum lot size of less than five (5) acres.**

**The calculated post-construction runoff flow rates at the point of flows leaving the subdivision for each drainage basin should be calculated based on the area of the predevelopment drainage basin plus any added or subtracted area due to subdivision construction or layout. All runoff flow rate flow calculations shall be done in cubic feet per second (cfs). The runoff flow rate shall be calculated for the five (5), twenty-five (25), and one hundred (100) year storm frequency, respectively. Exit velocity runoff flow rates should not be greater than eight (8) fps from any drainage structure, unless adequate dissipation or armoring is provided.**

- (1) The calculated post-construction runoff rates at the point of flow leaving the subdivision should not exceed the pre-construction runoff rate for the postconstruction drainage basin for each calculated storm frequency.**
- (2) Drainage channels, storm sewers, detention structures or other devices shall be constructed to maintain the flow rates set forth in 3.b.(1) above. Vegetative improvements may be considered in calculating the runoff rates within a drainage basin.**

**4. The drainage area map shall include a prepared plat to a scale of two hundred feet to one inch (200:1) and with the same contours and scaled lot sizes as shown on the plat. The plan shall indicate both the pre development and post development acreage areas and run off rates for the required frequencies for each drainage basin in the subdivision. The storm drainage plan shall include all lots, roads and easements.**

**All road widths and grades shall be indicated. Runoff figures shall be indicated on the outlet and inlet side of all drainage ditches and storm sewers; at all points where the road changes grade of more than three (3) percent; at all points where the road changes direction of less than 120 degrees and where the water enters another road or storm sewer or drainage ditch.**

**Three (3) sets of 24"x 36" or 22"x 34" copies of the plat, the plan, and all backup material and calculations shall be submitted to the Director of Development Services.**

**5. Drainage plans shall include and show construction details, calculations showing the anticipated storm water runoff, including watershed area, percentage and velocity of runoff, and time of concentration.**

**6. No corrugated metal pipe less than 18 inches in diameter or comparable flow area shall be used, including driveway crossings without written approval of Road & Bridge administrator.**

**7. Drainage easements shall be provided as necessary and shall be maintained by the property owner unless specifically noted on the Final Plat.**

8. All drainage structures crossing roads within a subdivision shall be sized based on calculated storm frequency as established by standard engineering practices as follows:
- a. Ten (10) year for equalizer and minor drainage channel culverts that drain an area from on (1) to ten (10) acres.
  - b. Twenty-five (25) year for medium drainage channel culverts that drain an area from eleven (11) acres to fifty (50) acres or unnamed stream tributary culverts.
  - c. One hundred (50) year for major channel that drain an area from 5 acres to 200 acres, and named stream culverts.
  - d. One hundred (100) year for river crossing culverts or bridges.
9. All drainage structure installation and construction shall be inspected and tested during construction to insure installation and construction is in accordance with the approved plans and design. Inspections and testing should be performed by or under the direction of the County at the sole cost and expense of the developer. Inspections and testing shall include verification of materials used, compaction tests, grade calculations and other testing requirements as may be required to verify construction. A copy of all testing shall be provided to the county and the City of Kerrville within 15 days of completion of testing. All test results must be submitted to the county and the City of Kerrville at least 15 days prior to the request for Final Plat approval. The County Subdivision Administrator and City of Kerrville shall be notified in writing 48 hours prior to any inspections and testing.
10. All drainage structures shall be covered by a performance bond during construction and a maintenance bond after construction with the follow terms: One bond from developer or general contractor for all subdivision work with a 1-year warranty.
11. Driveway crossings shall be sized by the engineer who prepared the drainage plans and shall be based on calculations for the storm frequency as shown in Section \_\_\_\_\_, above.

## SECTION ( ) DEVELOPMENT STANDARDS FOR ETJ SUBDIVISIONS

1. Exception to Minimum Development Improvements. If the average size of all lots in a proposed residential subdivision is greater than five (5) acres, a developer may request, and the Planning and Zoning Commission may approve, a final plat that does not comply with the minimum development improvements standards required by Section ( ), above, provided, however, said standards may only be modified as follows:
  - a. Street Width and Construction: Except where a development is extending existing streets or is accessing streets currently in the city limits, streets may be constructed to the following minimum standards:
    - (1) Streets which are not identified on the City's Thoroughfare Plan and which provide direct access to Residential Streets, must be dedicated to the public with not less than that shown in Section \_\_\_\_\_ of right-of-way shall be constructed with:

- (a) six inches (6") minimum of scarified and re-compacted stabilized subgrade not **less than thirty-four feet (34')** in width, and
  - (b) eight inches (8") of compacted flexible base not less than **thirty-four feet (34')** in width; and
  - (c) a two-course penetration of an asphalt and aggregate surface treatment or a one and one-half inch (1.5") hot mix asphalt concrete (HMAC) surface overlaying a one-course penetration of an asphalt and aggregate surface treatment of not less than **thirty feet (30')** in width (**back of curb to back of curb**);
  - (d) **a ribbon curb along both sides of all paved roads, streets, and alleys (If curb and gutter with storm drainage is elected no ribbon curb is required).**
- (2) Streets which are identified as Collector Streets on **the City's Thoroughfare Plan**, as amended, must be dedicated to the public with not less **than that shown in Section** of right-of-way and shall be constructed with:
- (a) six inches (6") minimum of scarified and re-compacted stabilized subgrade not less than **forty-four feet (44')** in width, or as needed, and
  - (b) ten inches (10") of compacted flexible base not less than **forty-four feet (44')** in width; and
  - (c) a one and one-half inch (1.5) hot mix asphalt concrete (HMAC) surface overlaying a one-course penetration of an asphalt and aggregate surface treatment of not less than **forty feet (40') in width (back of curb to back of curb). However widths shall be designed to carry future anticipated traffic loads.**
  - (d) **a ribbon curb along both sides of all paved roads, streets, and alleys (If curb and gutter with storm drainage is elected no ribbon curb is required).**
- (3) Streets which are identified as Arterial Streets on the **City's Thoroughfare Plan**, as amended, must be dedicated to the public with not less than **that shown in Section** of right-of-way and shall be constructed with:
- (a) six inches (6") minimum of scarified and re-compacted stabilized subgrade not less than **forty-four feet (44')** in width, **or wider if needed to match City of Kerrville Thoroughfare Plan; and**
  - (b) **ten inches (10")** of compacted flexible base not less than **forty-four feet (44')** in width, **or wider if needed to match City of Kerrville Thoroughfare Plan; and**
  - (c) a one and one-half inch (1.5) hot mix asphalt concrete (HMAC) surface overlaying a one-course penetration of an asphalt and aggregate surface treatment of not less than a minimum of **forty feet (40')** in width (**back of curb to back of curb**), **however widths shall be required to be designed to carry future anticipated loads;**

**(d) a ribbon curb along both sides of all paved roads, streets, and alleys (If curb and gutter with storm drainage is elected no ribbon curb is required).**

(4) Dead End Streets shall be platted and constructed so that the street can be extended into the next tract of land if and whenever that property is developed or for the purpose of allowing for an extension of a Collector Street or an Arterial Street identified on the City's **Thoroughfare Plan**; provided, however, if it is determined that a street cannot reasonably be extended, such Dead End Street shall not provide direct access to more than twenty (20) lots.

b. Water Supply Systems. **All proposed subdivisions within 2000 feet of existing City owned water mains, and developing a centralized water utility service, must be served by the City owned system unless City releases service area.** If the proposed subdivision or development is located more than 2000 feet from the nearest City-owned water main, the subdivision may be served by:

- (1) individual water wells located on each residential lot greater than five (5) acres; or
- (2) a central water distribution system not connected to the City's water system, provided such system is installed in accordance with engineering design standards established by the City of Kerrville for its own water facilities.

In either case, such system(s) **shall be designed per City of Kerrville Standard Specifications,** inspected and approved by the City of Kerrville, and, if required, by any agency or subdivision of the State of Texas or the United States Government having jurisdiction over such matters. At the time of plat application, the developer must indicate the method by which water service will be provided to the subdivision, and, if using a central water distribution system, submit all plans for such system to the City Engineer for approval **prior to construction.**

c. Waste Water and Sewage Disposal Systems. **All proposed subdivisions within 2000 feet of existing City owned waste water mains, and requiring centralized waste water utility service, and must be served by the City owned system unless City releases service area.** If the proposed subdivision or development is located more than 2000 feet from the nearest City-owned sewage disposal main, the subdivision may be served by:

- (1) individual on-site sewage disposal systems; must be inspected and approved by the Kerr County Environmental Health Department, and if required, by any agency or subdivision of the State of Texas or the United States Government having jurisdiction over such matters. If the developer proposes to use individual on-site sewage disposal systems **with the development and individual private water wells, then in no case shall any single lot** within the proposed subdivision be less than five (5) acres. **If a public water system and OSSF systems are used then in no case shall the lot size be less than one (1) acre.** At the time of plat application, the developer must indicate the method to be used for providing sewage and waste water disposal and, if using a central sewage disposal system, submit all plans for such system to the City Engineer for approval **prior to construction;** or

- (2) a central sewage disposal and waste water treatment system not connected to the City's sewage disposal system. **Such system shall be designed per City of Kerrville Standard Specifications, inspected and approved by the City of Kerrville. Plans for the aforementioned system shall be approved by the City Engineer prior to beginning construction.**
- d. Underground Utilities. Installation of electric, telephone, and cable television facilities shall not be required before approval of a final plat. All underground utilities must be installed prior to final plat.
- e. Sidewalks and Street Lights Requirements. **Except where a development is extending existing or accessing streets currently in the city limits, the requirement from street lighting and sidewalks is waived. However all collector and arterial streets shall have sidewalks on one side only, and conduit for street lighting shall be installed.**

**Art. \_\_\_\_\_ FORMS**

**Form 1. Certificate of Ownership and Dedication**

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all public streets, alleys, walks, parks and other open spaces to public use as noted.

\_\_\_\_\_ 20\_\_\_\_

Owner

Notary Public

**Form 2 Registered Public Surveyor's Certificate**

KNOW ALL MEN BY THESE PRESENTS:

That I \_\_\_\_\_ (*name of surveyor*) , do hereby certify that I made an actual and accurate survey on the ground of the hereon platted land that the corner monuments shown hereon were properly placed under my personal supervision, in accordance with the Subdivision Ordinance of the City of Kerrville, Texas

\_\_\_\_\_ 20\_\_\_\_

Registered Professional Land Surveyor

(Seal)

**Form 3 Certificate of Approval for Recording**

I hereby certify that the subdivision plat shown hereon has been found to comply with the Standard ETJ Subdivision Regulations for Kerrville and Kerr County, Texas, with the exception of such variances, if any as are noted in the minutes of the Planning Commission and that has been approved for recording in the office of the County Clerk.

\_\_\_\_\_, 20\_\_\_\_

Chairman, Planning Commission

**Form 4. Certificate By Administrator of On-Site Sewage Facilities**

**I hereby certify that this proposed subdivision is subject to complying with the rules and regulations of the State of Texas and Kerr County On-Site Sewage Facilities. Individual OSSF system selection will be made in conjunction with the site evaluation with respect to the individual site permitting process, in accordance with the 30TAC, Chapter 285, OSSF Rules**

\_\_\_\_\_, 20\_\_\_\_

**(Print Name)**  
**Designated Representative for**  
**Kerr County OSSF**

**All plats shall contain the following note:**

**“Prior to construction on any lot the owner of said lot shall contact Kerr County OSSF Designated Representative. All lots in this subdivision are required to comply with all current and future OSSF regulations adopted by Kerr County. Individual OSSF systems selection must be made in conjunction with the Site Evaluation with respect to the individual site permitting process, in accordance with the 30TAC 285 OSSF rules.”**

**Form 5 Certification of the approval of Streets and Utilities**

I hereby certify that:

(1) That streets, utilities and other improvements have been installed in an acceptable manner and according to City of Kerrville **and Kerr County ETJ** Standard Specifications in the subdivision entitled

\_\_\_\_\_  
(Subdivision Name)

(2) That a surety bond in the amount of **one hundred percent (100%)** of construction costs/ \$\_\_\_\_\_ has been deposited with the City of Kerrville **and/or Kerr County for a one year (1 year) warranty** to assure completion of all required improvements in case of default.

\_\_\_\_\_, 20\_\_\_\_

City Engineer or Approving Agent

**Form 6 Waiver of Claims for Damages**

In accordance with Art. 10-IV-2 of the Code of Ordinance of the City of Kerrville, Texas, and in consideration of the approval of (Name of Subdivision), (Owner of Subdivision) does hereby waive any and all claims for damages against the City of Kerrville, Kerr County, Texas, occasioned by the establishment of grades or that alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the above named subdivision.

\_\_\_\_\_, 20\_\_\_\_

Name of Owner of Subdivision

**Form 7 Certification of Street Names and Addresses  
(Amended 7/22/08, Resolution No. 2008-58)**

I hereby certify that subdivision plat entitled \_\_\_\_\_ (Subdivision Name) meets with approval **by the 911 Director**, regarding street names and addresses meet the City Master grid system for house numbers assigned by City of Kerrville Planning Department.

\_\_\_\_\_, 20\_\_\_\_

911 Director or Approved Agent

**Form 8 Certification of Subdivision Location**

That I, \_\_\_\_\_ (*name of Surveyor*) hereby certify that the above named subdivision is within the ETJ of the City of Kerrville, Kerr County, Texas, in accordance with the City's official map.

\_\_\_\_\_, 20\_\_\_\_

Registered Professional Land Surveyor

(Seal)

**Form 9 Storm Drainage Certificate**

**That I, \_\_\_\_\_ (*name of Engineer*) hereby certify that all storm drainage structures have been constructed according to the approved construction specifications and drawings.**

\_\_\_\_\_, 20\_\_\_\_

**Registered Professional Engineer**

**(Seal)**

Art. \_\_\_\_\_ **DEFINITIONS AND TERMS**

As used in this ordinance, the following definitions shall apply unless the context clearly indicates otherwise:

1. **Block** A “block is an land designation consisting of a lot or lots that may be surrounded by public streets, public parks, cemeteries, or other natural or man-made physical features that disrupt what would otherwise be an unbroken landscape.
2. **Building** A “Building” is any structure which is built for the support, shelter, or enclosure of persons, animals, machinery, equipment, or movable property of any kinds.
3. **Building Line** or Building Setback Line The term “Building Line” or “Building Setback Line” shall refer to a line parallel to the street right-of-way line and defines an area on the building lot between the street right-of-way lines and the building line within which no building shall be constructed.
4. **Circulation Plan** The term “Circulation Plan” is the master plan of major and secondary streets and highways and which is a component part of the City’s Comprehensive or Master Plan with any and/or amendments as adopted by the City, Planning Commission and Council.
5. **Community Sewage System** A sewage collection, treatment, and disposal system designed to serve two or more sewage generating units on separate lots in a subdivision or a system that is connected to another system for collection, treatment, and disposal of sewage. (Amended 8/28/07, Ordinance No. 2007-14)
6. **Comprehensive Plan** The term “Comprehensive Plan” and any amendments, or supplements hereto, which have been adopted in principle by Planning Commission shall be used as a guide for future development of the City of Kerrville, Texas, and its surrounding areas.
7. **Corner Lot** The term “Corner Lot” means a lot or parcel of land bound on two (2) sides, usually at a 90 degree angle, by public streets
8. **Crosswalk** A public right-of-way not more than six (6) feet in width between property lines which provides pedestrian circulation.
9. **Developer** The word “Developer” shall have the same meaning and effect as the term “Subdivision” referred to in these definitions.
10. **Development** The term “Development” shall have the same meaning and effect as the term “Subdivision” referred to in these definitions.
11. **Double Front Lot** A “Double Front Lot” means a building lot, not a corner lot, which has frontage on two (2) streets that are parallel or within forty-five (45) degrees of being parallel to each other.

12. **Easement** The word “Easement” means a strip of land reserved for the use of the public by the grantor, for the installation and maintenance of utilities, drainage ways, or public access to open space or for bicycling or other recreational uses.
13. **Extra-Territorial Jurisdiction (ETJ)** The term “Extra-Territorial Jurisdiction (ETJ)” is that area which is contiguous to the corporate limits to the City of Kerrville as stipulated in the Texas Municipal Annexation Act as amended
14. **Final Plat** The term “Final Plat” shall refer to the map or plat of a proposed subdivision submitted to the City Planning Department for approval by the Planning Commission, and said plat shall be prepared in accordance with this ordinance.
15. **Final Plat Approval** The term “Final Plat Approval” shall mean approval by the Planning Commission to begin construction, with possible stipulations, if any, to be met prior to beginning such construction.
16. **Front or Frontage** The term “Front” or “Frontage” shall be that portion of a tract of land which abuts on a street to which it has direct access.
17. **HMAC** An abbreviation for Hot Mix Asphalt Concrete (Amended 8/28/07, Ordinance No. 2007-14)
18. **Lot** The word “Lot Depth” refers to a physically undivided tract or parcel of land having access to a street and which is, or in the future may be, offered for sale, conveyance, transfer, lease, or improvement, which is designated as a distinct and separate tract and may be identified by a lot number or tract symbol on an approved subdivision plat which has been properly recorded.
19. **Lot Depth** The term “Lot Depth” is the length of a straight line connecting the mid-point of the front and rear lot lines.
20. **Lot Width** The term “Lot Width” is the average length of the front and rear property lines.
21. **Master Plan** The term “Master Plan”, or Comprehensive Plan is a plan which has been adopted in principle by the City Planning Commission and serves as the guide for future development of the City of Kerrville, Texas, and its surrounding areas.
22. **May** The word “May” is permissive.
23. **Off-Site Improvements** All required improvements beyond the property limits of the subdivision.
24. **On-Site Improvements** All required improvements within or contiguous to the proposed subdivision.
25. **Open Space** The term “Open Space” shall apply to public and private property under public or common ownership designated for recreational use, private park, play lot area, building setback and ornamental areas open to general view within the development, areas to be retained for

views and vistas, wild-life preserves, and land set aside for drainage ways. No parking shall be permitted in lands defined as open space.

26. **OSSF (On-Site Sewage Facility)** An on-site sewage system capable of complying with the current rules and regulations of the State of Texas and Kerr County.” (Amended 8/28/07, Ordinance No. 2007-14)
27. **Pavement Width** The term “Pavement Width” means the portion of the surface of a street available for vehicular traffic. Where curbs are laid, “Pavement Width” shall be measured from back of curb to back of curb. In the absence of curbs it is that portion of vehicular improvements.
28. **Person** The term “Person” means any individual, association, firm, corporation, governmental agency, or political subdivision.
29. **Plat** The term “Plat” means a map drawing, or plan identifying the layout of a subdivision; which is submitted for approval.
30. **Pollution** The term “Pollution” shall mean any substance which would generate, produce, or discharge any matter or thing into the atmosphere, surface of land, or water courses, (including noise or odor) offensive to a person of ordinary sensibilities.
31. **Preliminary Plat** The term “Preliminary Plat” means the first or introductory plat of a proposed subdivision submitted to the Planning Commission.
32. **Preliminary Plat Approval** The term “Preliminary Plat Approval” shall mean the approval, by all departments including the Planning Department, in conjunction with the approval of the Planning Commission.
33. **Replat** The term “Replat or Revision of Plat” shall have the same meaning and effect as the term “Subdivision” as referred to in these definitions.
34. **Shall** The word “Shall” is mandatory.
35. **Sidewalk** The word “sidewalk” means a paved pedestrian way extending the entire length of a block parallel to a street right-of-way line. Sidewalks shall be constructed within the right-of-way.
36. **Street** The word “Street” means a right-of-way which provides vehicular circulation and access to adjacent property.
  - a. An Arterial street means a principal traffic artery or traffic way, having continuous routing over long distances, whose function is to serve as a principal connecting street with state and federal highways, and shall include each street designated as a thoroughfare or street on the Circulation Plan.
  - b. A Collector street means a street whose function is to collect and distribute traffic between major thoroughfares and minor streets, is not necessarily a continuous routing for long

distances, has intersections at grades and provides direct access to abutting property, and shall include each street designated as a secondary street on the circulation plan.

- c. A Minor street means a street whose prime function is to provide access to abutting residential property within neighborhoods, with all intersections at grade, and not of continuous routing for any great distances to discourage through traffic.
  - d. Marginal access street means a street whose function is to provide a buffer between a subdivision frontage on an arterial street or highway. The purpose of these streets are to permit better through traffic movement along arterials while preserving low density residential living environments.
  - e. Access street means a street providing access to cluster housing units limited to ten (10) dwelling units or less. Access streets provide direct vehicular access to individual garages, drives, or common parking court.
  - f. An "Alley" is a minor right-of-way which provides a secondary means of vehicular access to abutting properties for delivery or public service purposes.
37. **Subdivide/Subdivision** The dividing of a tract of land into two or more parts by using metes and bounds description in a deed conveyance, a contract for deed, a lease, or by another manner, for the purpose of:
- 1. Laying out a subdivision of any tract of land or any addition to the City; or
  - 2. Laying out suburban lots or building lots or any lots; or
  - 3. Laying out streets, alleys or parks or other portions intended for public use or the use of the purchasers, owners or lessees of lots fronting thereon or adjacent thereto.
38. **U.G.R.A.** The term conveniently used to identify the Upper Guadalupe River Authority.

**Exhibit 3**  
**City of Kerrville Resolution No. 128-2005**  
**Interlocal Cooperation Agreement**  
**With Kerr County**

CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. 128-2005

A RESOLUTION AUTHORIZING AN INTERLOCAL  
COOPERATION AGREEMENT BETWEEN THE CITY OF  
KERRVILLE, TEXAS AND KERR COUNTY, TEXAS  
REGARDING SUBDIVISION AUTHORITY IN THE  
EXTRATERRITORIAL JURISDICTION

WHEREAS, the Texas Legislature modified Texas Local Government Code §242.001 to prohibit, with some exceptions, both a county and municipality from regulating subdivisions in the extraterritorial jurisdiction ("ETJ") of a municipality; and

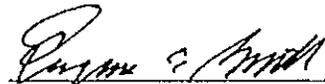
WHEREAS, the City is willing to provide the resources necessary to regulate subdivisions within its ETJ; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to enter an Interlocal Cooperation Agreement with Kerr County for such services;

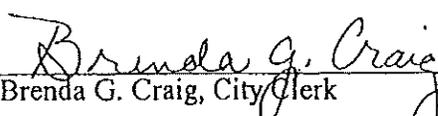
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City of Kerrville, Texas, an Interlocal Cooperation Agreement with Kerr County, Texas, whereby the City agrees to provide the exclusive regulation of subdivision plats and approve related permits within the City's extraterritorial jurisdiction, the provisions of which agreement shall be substantially as set forth in Exhibit A, attached hereto and incorporated herein by reference.

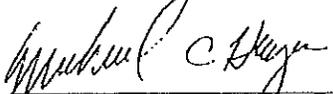
PASSED AND APPROVED ON this the 13 day of December, A.D., 2005.

  
Eugene C. Smith, Mayor

ATTEST:

  
Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

  
Michael C. Hayes, City Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KERR COUNTY AND  
THE CITY OF KERRVILLE FOR REGULATION OF SUBDIVISIONS WITHIN THE  
CITY OF KERRVILLE'S EXTRATERRITORIAL JURISDICTION**

This Interlocal Cooperation Agreement ("Agreement") is made by and entered into between Kerr County, Texas ("County") and the City of Kerrville, Texas ("City"), on the 27<sup>th</sup> day of December, 2005.

WHEREAS, the Texas Legislature modified Section 242.001 of the Texas Local Government Code to prohibit, with some exceptions, both a county and municipality from regulating subdivisions within the extraterritorial jurisdiction ("ETJ") of a municipality; and

WHEREAS, Texas Local Government Code Section 242.001(c) states that a municipality and a county shall enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits within the ETJ of that municipality; and

WHEREAS, it is in the best interests of the citizens of Kerr County for the County and the City to cooperate in the provision of governmental services where such cooperation will result in more efficient services; and

WHEREAS, the City has duly identified to the County the City's ETJ as it presently exists; and

WHEREAS, the City is willing to provide the resources necessary to regulate subdivisions within its ETJ; and

WHEREAS, the County and the City now find it to be in the public interest to enter into this Interlocal Cooperation Agreement wherein the City agrees to perform the governmental functions described below as authorized by Sections 212.003 and 242.001 of the Texas Local Governmental Code;

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the County and City mutually agree as follows:

**SECTION ONE. Duration of Agreement and Termination:**

- A. This Agreement shall be effective on the date that it is fully executed by both parties and shall terminate on December 31, 2006. Thereafter, this Agreement shall renew automatically for successive one (1) year periods commencing on January 1, 2007, unless notice of termination is given by either party as provided below. Both parties anticipate participating in a periodic review, which may include revisions to address any changed circumstances.

Approved by City Council  
Date: December 13, 2005  
Volume 35 Page 443

- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving ninety (90) days' written notice of intent to terminate this Agreement to the non-terminating party.

**SECTION TWO. Grant of Authority:** The County and the City enter into this Interlocal Cooperation Agreement as defined in Section 242.001(d)(1) of the Texas Local Government Code, whereby the County hereby grants to the City the exclusive authority to regulate subdivision plats and approve related permits within the City's ETJ. Pursuant to this Agreement, the City is authorized to accept plat applications for tracts of land located within its ETJ, collect municipal application fees and provide applicants one response indicating approval or denial of a plat application in conformance with the City's subdivision regulations.

**SECTION THREE. County Responsibilities:**

- A. The County shall not enforce its subdivision regulations within the ETJ of the City.
- B. The County shall provide a copy of all proposed plats for subdivisions occurring beyond the City's ETJ and within two (2) miles of the City's corporate boundaries to the City for the City's review and comment. The County shall deliver said plats to the City to allow the City enough time to review and comment prior to the County's approval of the plat or where approval may occur by operation of law. The County shall give due consideration to any comments received from the City.
- C. The County shall deliver one (1) copy of all approved and recorded plats within the area contemplated by Section Three (B) above to the City within ten (10) business days of such recording.

**SECTION FOUR. City Responsibilities:**

- A. The City shall enforce its subdivision regulations within its ETJ.
- B. The City shall provide a copy of all proposed subdivision plats within its ETJ to the County for the County's review and comment. The City shall deliver said plats to the County to allow the County enough time to review and comment prior to the City's approval of the plat or where approval may occur by operation of law. The City shall give due consideration to any comments received from the County. However, this review process shall not be construed as limiting the City's authority nor restoring or enhancing the County's authority to approve subdivision plats within the City's ETJ.
- C. The City shall deliver one (1) copy of all approved and recorded plats within the City's ETJ to the County within ten (10) business days of such recording.
- D. The City shall review the County's rural subdivision regulations as such exist on the date of execution of this Agreement. During the review, the City, in accordance with state law, shall invite public input regarding the proposed changes. Following

such review, but in no case later than June 30, 2006, the City shall seek to adopt and implement changes to its subdivision regulations where said regulations are significantly different from the County's regulations.

- E. On or before December 31, 2006, the City shall provide a written report to the County regarding the City's regulation of subdivisions within the ETJ. Such report shall include the City's estimated population at the time of the report and an approximate time period that the City projects that its ETJ will expand beyond one (1) mile.

**SECTION FIVE. Applicability:** The obligations and undertakings of each party to this Agreement shall be applicable within the City's ETJ. The City's ETJ presently exists as that unincorporated area that is contiguous to the corporate boundaries of the City and that is located within one (1) mile of those boundaries. The City shall notify the County of any expansion or reduction of the City's ETJ.

**SECTION SIX. Miscellaneous Provisions:**

- A. Any notice required or permitted to be given hereunder shall be given in writing and shall be delivered to the following addresses of the respective parties via hand delivery or first class, prepaid mail:

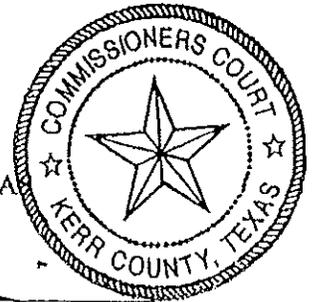
County: Kerr County, Texas  
Attention: County Judge  
Kerr County Courthouse  
700 Main Street  
Kerrville, Texas 78028

City: City of Kerrville  
Attention: City Manager  
800 Junction Highway  
Kerrville, Texas 78028

- B. This Agreement supersedes all written or oral representations of the parties as to the content, obligations or performance of the provision of subdivision regulation by the City within the City' ETJ. The Agreement constitutes the entire agreement between the County and the City. Any modification to this Agreement shall be of no force or effect unless in writing and signed by both parties. Each party hereto certifies that the covenants and obligations stated in this Agreement constitute the duly authorized act and agreement of the respective entity and that the persons affixing their signatures below have obtained all requisite approvals for the execution of this Agreement.
- C. If any provision of this Agreement is found to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.

- D. The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Exclusive venue for any action concerning this Agreement shall be in Kerr County, Texas.
- E. Neither party may assign any right under this Agreement, and any purported assignment will be null and void and a breach of the Agreement.
- F. Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained within this Agreement shall run to or be enforceable by any party other than a party to this Agreement.
- G. Pursuant to Section 242.001(c) of the Texas Local Government Code, the County and the City hereby certify that this Agreement complies with the requirements of Chapter 242 of the Texas Local Government Code.
- H. This Agreement may be executed in multiple counterparts, each of which constitutes an original.

EXECUTED on the 27<sup>th</sup> day of \_\_\_\_\_ December \_\_\_\_\_, 2005.



CITY OF KERRVILLE, TEXAS

KERR COUNTY, TEXAS

Eugene C. Smith  
Eugene C. Smith, Mayor

Pat Tinley  
Pat Tinley, Judge

ATTEST:

ATTEST:

Brenda G. Craig  
Brenda G. Craig, City Clerk

Jannett Pieper  
Jannett Pieper, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael C. Hayes  
Michael C. Hayes, City Attorney

Rex Emerson  
Rex Emerson, County Attorney

**Exhibit 4**  
**Kerr County Letter Dated February 23, 2009**  
**Kerr County Notice of Cancellation of**  
**Interlocal Cooperation Agreement**



**THE COUNTY COURT**

OF

**KERR COUNTY, TEXAS**

700 Main, Kerrville, Texas 78028

Tel: (830) 792-2211

Fax: (830) 792-2218

E-mail: [commissioners@co.kerr.tx.us](mailto:commissioners@co.kerr.tx.us)

COUNTY JUDGE  
PAT TOLKY

CLERK  
JANNETT PIRPER

COMMISSIONERS COURT  
H.A. "BUSTER" BALDWIN, Pct. 1  
WILLIAM H. WILLIAMS, Pct. 2  
JONATHAN LETZ, Pct. 3  
BRUCE OEHLER, Pct. 4

COURT COORDINATOR  
JODY GRINSTEAD

February 23, 2009

Mayor Todd Bock  
City of Kerrville  
800 Junction Highway  
Kerrville, TX 78028

RE: Interlocal Cooperation Agreement Between Kerr County and the City of Kerrville

Mayor Bock:

Monday October 27, 2008 Kerr County Commissioners' Court voted to cancel the "Interlocal Cooperation Agreement Between Kerr County and the City of Kerrville" by Court Order 31074; the effect of that action was to provide a 90 day extension period to negotiate a new interlocal agreement with the City of Kerrville concerning subdivision platting in the ETJ. To date a new interlocal agreement has not been negotiated and the 90 days has now expired. Therefore, that agreement is no longer in force.

Please contact me at (830) 739-1699 if you have any questions.

Jonathan Letz  
Kerr County Commissioner

**Exhibit 5**  
**Kerrville City Council Minutes from**  
**July 29, 2009 Joint Meeting with**  
**Kerr County Commissioners Court**

7-29-09

other options to try to meet fire flow standards, including: installation of a pump station to increase pressure and volume in the existing 6 inch line.

Mr. Parton stated the long term goal was to increase development and revenues so the airport would be a self-supporting, enterprise operation and pay for operational and expansion needs without having to request funding from the city and county. He stated if additional water line capacity was available after the airport's requirements were fulfilled, the city could do a reimbursement resolution whereby a fee could be collected from new developments to repay the city and county for the percentage of excess capacity of that line. The county discussed including businesses and individuals who tied on to the line within the airport campus.

Judge Tinley stated that any debt proposal should also consider amortization of the debt, capital recovery costs, revenue costs, and future tie-ons both inside and outside of the airport campus.

It was noted that the airport master plan (\$17,500) was a statutory requirement.

## 2. Regulation, rules and other issues concerning properties and/or subdivisions in the extraterritorial jurisdiction (ETJ) of the city of Kerrville

Mayor Bock noted on July 28 the council had reissued the plan to have the city keep jurisdiction of the area on the map previously provided to the county, including the same three caveats adopted at the council meeting of July 28, 2009.

The city and county discussed the following points:

- The agreement should have the statement that roads having curbs and gutters would not be eligible to be accepted for county maintenance as the county was not equipped to maintain curbs.
- Where part of a property in the ETJ was in the city's area of responsibility, the city would be responsible for the entire property; developers would not have to work with two sets of standards for the same property.
- The city's requirements for sidewalks and street lights. Kevin Coleman noted in the ETJ, the city only required sidewalks on thoroughfares.
- State law required the county to maintain oversight of the OSSF (on-site sewage facility) laws; the city should continue to notify the county and asked them to participate in discussions regarding all developments.
- Any map should consider existing developed areas and topography.
- The entity having jurisdictional responsibility would collect the fees for both and remit the fee to the other entity.
- Headwaters Groundwater District controlled well spacing, and lot size and septic systems were tied to water availability.

→ The consensus of the city council and county commissioners was to develop a blended set of ETJ standards to be applied throughout the ETJ and have one development review committee with both entities involved; particularly, the county would address on-site sewage facility rules. The goal would be to have draft ETJ standards available for city and county consideration by August 10.

**Exhibit 6**  
**Kerr County Transcript from**  
**July 29, 2009 Joint Meeting with**  
**Kerr County Commissioners' Court**

072909jcc

12 COMMISSIONER LETZ: That's kind of every, what,  
13 five years, we -- or ten years?

14 COUNCILMAN COLEMAN: That's a requirement --  
15 statutory requirement.

16 COMMISSIONER WILLIAMS: Has to be done.

17 COMMISSIONER LETZ: Kind of like a RAMP -- like a  
18 RAMP grant.

19 JUDGE TINLEY: Have we knocked this one out? Do  
20 you want to go ahead and call your second item?

21 MAYOR BOCK: Are we good? Council agenda Item 2B  
22 is consider, discuss, and take appropriate action on  
23 regulation, rules, and other issues concerning properties  
24 and/or subdivisions in the ETJ of the City of Kerrville.

25 JUDGE TINLEY: And Commissioners Court Agenda Item

7-29-09 jcc

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1 3; consider, discuss, take appropriate action on regulation,  
2 rules, and other issues concerning properties and/or  
3 subdivisions in the ETJ of the City of Kerrville.

4 COMMISSIONER BALDWIN: They have pillows out here.

5 JUDGE TINLEY: They do. They do, as a matter of  
6 fact. Do you want to sit on them or sleep on them?

7 COMMISSIONER LETZ: I think Kevin's handing  
8 something out. After the Commissioners Court meeting on  
9 Monday, I met with Todd Parton, Kevin Coleman, and Councilman  
10 Motheral, and we ironed out some things. And the map that  
11 was approved by Commissioners Court of the ETJ jurisdiction  
12 was given to staff to present to Council Tuesday night. Now,  
13 I'll turn it over to the City and see what they did with that  
14 map.

15 COUNCILMAN GROSS: You didn't have to wait; we were  
16 on television.

072909jcc

17 COMMISSIONER LETZ: It wasn't that exiting to me to  
18 watch.

19 COUNCILMAN COLEMAN: Ought to see it some nights.

20 MAYOR BOCK: Council, correct me when I'm wrong  
21 here as we go in. Commissioner Letz, what we did last night  
22 was, after quite a bit of discussion and going round and  
23 round, the direction of the Council was to reissue the  
24 existing map -- and, Council, help me here -- reissue the  
25 existing map that we originally issued to the Commission with

7-29-09 jcc

40

1 no changes; is that correct? With the same caveats. Did we  
2 change -- we didn't change any caveats. The -- the existing  
3 map -- we received this map from the County, Jonathan, right?  
4 Is that your map?

5 COMMISSIONER LETZ: Yes.

6 MAYOR BOCK: And we went back and forth several  
7 times, and went back to the original -- the original map, the  
8 original proposal. Is that correct?

9 COUNCILMAN MOTHERAL: Correct.

10 MAYOR BOCK: Now, we did -- we have a line item  
11 list of bullet points that you had sent to us, and I think we  
12 were in agreement on all those bullet points, with the  
13 exception of 2 and 7.

14 COUNCILMAN MOTHERAL: There was questions about a  
15 number of them.

16 MAYOR BOCK: Okay. I only marked 2 and 7. What --  
17 which ones do you have marked there, Bruce? Paragraph  
18 numbers?

19 COUNCILMAN MOTHERAL: Paragraph Number 2,  
20 obviously, that was one of them.

072909jcc

21 MAYOR BOCK: Okay.  
22 COUNCILMAN MOTHERAL: Paragraph Number 3.  
23 COMMISSIONER LETZ: Bruce, hold on a second. Did  
24 you bring copies of that?  
25 COUNCILMAN COLEMAN: I got copies.

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1 COMMISSIONER LETZ: Okay, good. It was on my other  
2 computer than my county computer; I couldn't get a copy  
3 today.  
4 COMMISSIONER WILLIAMS: These are not numbered.  
5 Will you speak -- these things are not numbered.  
6 COUNCILMAN MOTHERAL: They're not numbered. Start  
7 at the top of the page, and below the date there, the  
8 July 28th, the first one -- that's the first paragraph.  
9 That's Paragraph 1. The second paragraph is Paragraph 2.  
10 COMMISSIONER WILLIAMS: Okay.  
11 COUNCILMAN MOTHERAL: And Paragraph 2 is what the  
12 mayor has talked about. There are some -- the -- I think  
13 that what we were talking about -- do we want to go into  
14 detail on each of these, or do we want to just mention --  
15 MAYOR BOCK: I'm up for discussion. I mean, I'm  
16 throwing this out here. You two guys pretty much have  
17 been --  
18 COUNCILMAN MOTHERAL: In some cases, this is simply  
19 wording. In other cases, it perhaps didn't hit the point or  
20 missed the point that we were talking about on Monday  
21 evening's meeting. On that second -- in that second  
22 paragraph, on the third line, if you put a period after  
23 "gutter drainage" and mark out the rest of the paragraph,  
24 that's basically what we were talking about. It's not only  
25 for those subdivisions; it's for any subdivision. If the --

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1 if the contractor wants to select a -- because he wants to  
 2 gutter -- or save property, and his lot values or his  
 3 property values are high and he wants to save room in that,  
 4 he can elect to use curb and gutter. That's a narrower  
 5 street section. If he wants to -- doesn't care about that  
 6 and wants to use the bar ditch, then put in the ribbon curbs,  
 7 put the bar ditches in, and it's a wider section. That's  
 8 really a developer cost issue, or value issue from his  
 9 standpoint, whether his property is of that -- that much  
 10 value and he wants to save it. Either way, you get a good  
 11 substantial road section. Now, we have --

12 COMMISSIONER LETZ: I have no problem with that, as  
 13 long as the last sentence stays. Those roads are not  
 14 eligible for county maintenance.

15 COUNCILMAN MOTHERAL: Okay. May I ask you why?  
 16 Because they are built to your standards, with the exception  
 17 of the ribbon curbs.

18 COMMISSIONER LETZ: Well, we don't have curb and  
 19 gutter, and that gets into a drainage situation that we're  
 20 not equipped -- and we don't do that, ribbon curbs. I don't  
 21 have a problem; we do actually have some private roads or  
 22 roads right now that have ribbon curbs, but I don't think  
 23 that we want to accept roads that have a gutter system. It  
 24 requires more maintenance than we're just -- we just don't  
 25 have the equipment and don't have the expertise in doing

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1 that. And -- I mean, and I don't think that should be a  
 2 problem, 'cause I cannot imagine somebody building curb and

3 gutters on 5-acre lot size. Therefore --

4 COUNCILMAN MOTHERAL: I can't either, Jonathan.

5 COMMISSIONER LETZ: That's what I said. So, as  
6 long as it's real clear we're not going to accept the curb  
7 and gutters, unless Leonard -- and I haven't asked Leonard  
8 this. Maybe he wouldn't have a problem with it, but I  
9 suspect he --

10 COMMISSIONER WILLIAMS: He would have a problem  
11 with it.

12 COMMISSIONER LETZ: Yeah.

13 COUNCILMAN MOTHERAL: Well, we can put something in  
14 there about the -- that maintenance, that last sentence is  
15 fine, where there's curb and gutter.

16 COMMISSIONER LETZ: Okay.

17 COUNCILMAN MOTHERAL: I mean --

18 COMMISSIONER LETZ: Okay. That's not an issue,  
19 then, 'cause it doesn't change anything in that agreement.  
20 Okay.

21 COUNCILMAN MOTHERAL: And in the next paragraph --

22 COMMISSIONER WILLIAMS: Hold on. So we understand,  
23 you're proposing that a period be put after "gutter  
24 drainage," period?

25 COUNCILMAN MOTHERAL: Correct.

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1 COMMISSIONER WILLIAMS: And the rest of that  
2 sentence is deleted?

3 COUNCILMAN MOTHERAL: Correct.

4 COMMISSIONER WILLIAMS: And then, as Jonathan  
5 suggested, the last sentence remains. With some tweaking,  
6 perhaps.

7 COUNCILMAN MOTHERAL: With some tweaking to say

8 that the -- such roads will not be eligible to be accepted  
9 for county maintenance if curb and gutter is constructed.

10 COMMISSIONER LETZ: Okay.

11 MAYOR BOCK: Council, anybody have any problem  
12 with --

13 COUNCILMAN GROSS: That's nothing.

14 COUNCILMAN COLEMAN: Might -- just for my  
15 edification, maybe clarification, Jonathan, you -- I'm  
16 hesitant to -- you guys to say will not be eligible under  
17 any --

18 COMMISSIONER LETZ: I sent Kevin an e-mail about  
19 that. There's always the option of any government -- or  
20 certainly of us, I presume y'all, of granting a variance and  
21 accepting. There could be a situation where a developer  
22 would give us a million dollars and we accept them. You  
23 know, we probably would do that. But --

24 COMMISSIONER WILLIAMS: Mercenaries that we are.  
25 (Laughter.)

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1 COMMISSIONER LETZ: But, I mean, you know, I think  
2 you have to be pretty definitive in your rules to say we're  
3 not going to accept it. Then we can always say we'll grant a  
4 variance and we will accept them in this situation, if that  
5 happens.

6 COUNCILMAN MOTHERAL: Okay. In the next paragraph,  
7 any proposed subdivision in the ETJ that falls within the  
8 boundary of both jurisdictions. I'm not sure what you're  
9 talking about there.

10 COMMISSIONER LETZ: Crosses the line of the city  
11 jurisdiction and county jurisdiction.

072909jcc

12 COMMISSIONER OEHLER: Where part of it's in ours,  
13 part of it's in the City's.

14 COUNCILMAN MOTHERAL: Okay. Okay.

15 JUDGE TINLEY: You're saying totally within the  
16 ETJ?

17 COUNCILMAN MOTHERAL: No, he was saying partly  
18 within the city limits and partly --

19 COMMISSIONER LETZ: Not city limits.

20 JUDGE TINLEY: No, that's the next one.

21 COMMISSIONER LETZ: This is with -- outside city  
22 limits, inside ETJ, if it crosses the -- the white line that  
23 the City has, the yellow line the County has. It's good for  
24 the City.

25 MAYOR BOCK: If it's in the yellow -- in the yellow

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1 territory out there, if it crosses that line, it  
2 automatically becomes the City's jurisdiction.

3 COUNCILMAN MOTHERAL: Well, that's assuming -- you  
4 know, that goes back to assuming his one down below there,  
5 the one talking about 3,280 feet and that kind of thing.  
6 That's where you're coming from on that?

7 COMMISSIONER LETZ: No. I mean, that actually was  
8 taken out by your proposal. That whole provision was deleted  
9 when you went back to the old map.

10 COUNCILMAN MOTHERAL: Yeah, I realize that.

11 COUNCILMAN COLEMAN: In a couple of places, but --  
12 potentially, but --

13 JUDGE TINLEY: Cotton Gin.

14 COUNCILMAN COLEMAN: Cotton Gin a little bit.

15 JUDGE TINLEY: The next one.

16 COUNCILMAN COLEMAN: That's the next one, correct.

072909jcc

17 COMMISSIONER WILLIAMS: The way I read this to say,  
18 if it's in the ETJ and it crosses the boundary --

19 COUNCILMAN MOTHERAL: Which boundary?

20 COUNCILMAN COLEMAN: The boundary between the  
21 City's responsibility and the County's responsibility.

22 COUNCILMAN MOTHERAL: Okay.

23 COUNCILMAN COLEMAN: Then it stays with the City's  
24 responsibility.

25 COUNCILMAN MOTHERAL: Okay.

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1 COUNCILMAN COLEMAN: If it's at all in the City's  
2 responsibility, it's all in the City's responsibility. Okay.

3 COUNCILMAN MOTHERAL: Okay. Any proposed -- the  
4 next paragraph -- thank you for that explanation. Any  
5 proposed subdivision in the ETJ that extends beyond ETJ  
6 boundary shall only be subject to the standards of Kerr  
7 County. Now, we discussed this, Jonathan, and I think what  
8 we had -- in our Monday meeting, had decided was not if it  
9 crossed a line in any way, but if 50 percent of it crossed  
10 the ETJ line, that it was in the county.

11 COMMISSIONER LETZ: We talked about both. You  
12 know, I don't have a real problem putting a percentage on it.  
13 It doesn't make that much difference.

14 COUNCILMAN MOTHERAL: Okay.

15 COMMISSIONER LETZ: But I think once you do -- and  
16 my reason for the way I put it in here was for developers. I  
17 think it's -- we're -- and that's why I did the one prior to  
18 that. Doesn't make any difference to the County, I don't  
19 think, but developers now have to work with two sets of  
20 standards. Once you get outside the ETJ, they never have to

21 look at city standards; they only have to deal with county  
22 standards. So, if our -- and since we're going to have very  
23 different standards under this agreement, a developer's going  
24 to have one set of standards to the ETJ line, different  
25 standards outside the ETJ line, for the same development, and

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1 that seems burdensome to the developers. And I -- you know,  
2 and unnecessary to developers.

3 COUNCILMAN MOTHERAL: I'm not sure that that's  
4 really the situation, in that our standards, with the  
5 exception of O.S.S.F. and curb and gutter and a few things  
6 like that, are so similar, there's not going to be --

7 COMMISSIONER LETZ: Sidewalks. You have sidewalks,  
8 street lights.

9 COUNCILMAN MOTHERAL: Well, sidewalks are only  
10 applicable, as we discussed, on our thoroughfare streets. We  
11 don't -- we're not doing, in the residential sections,  
12 sidewalks now, so that's a nonissue.

13 COMMISSIONER LETZ: Okay.

14 COUNCILMAN MOTHERAL: So, that's what I'm saying.  
15 We are so similar with -- with some very, very minor  
16 differences, that I don't think, from a developer's  
17 standpoint, it really makes any difference.

18 COMMISSIONER LETZ: How is the -- is a  
19 thoroughfare, like, the only ten roads, whatever it is, on  
20 the thoroughfare plan? Or "thoroughfare" as in what we call  
21 our arterial road? What are you calling a thoroughfare for  
22 the sidewalk? I have no idea what the City's rules are on  
23 sidewalks, other than --

24 COUNCILMAN MOTHERAL: Kevin, give us a definition.

25 MR. COLEMAN: Oh, okay. The -- the essential piece  
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1 about sidewalks, you understand, is that we require sidewalks  
2 by our ordinance, and the ordinance doesn't extend to the  
3 ETJ, but for the thoroughfare plan.

4 COMMISSIONER LETZ: Okay. That answered it.

5 MR. COLEMAN: Okay. All right.

6 COMMISSIONER LETZ: Okay.

7 COUNCILMAN COLEMAN: Without this statement,  
8 though, just so everybody's clear, if it's a piece that is  
9 sitting part in the ETJ, part beyond the ETJ, without clarity  
10 of whose process it goes through, it goes through both  
11 processes, okay? Because we -- we cannot extend our  
12 jurisdiction past the ETJ.

13 COMMISSIONER WILLIAMS: Are you talking about  
14 Number 4 still?

15 COUNCILMAN COLEMAN: Still talking about 4, yes,  
16 sir. And I'm all right with having everybody come through  
17 the same process, because at that point it's truly the same  
18 set of standards. It's two sections that come through two  
19 different bodies.

20 COMMISSIONER BALDWIN: What about paying the fees?

21 COUNCILMAN COLEMAN: I'm sorry?

22 COMMISSIONER BALDWIN: What about paying the fees?

23 COUNCILMAN COLEMAN: I think they pay  
24 administrative fees to us as they came to our process.

25 COMMISSIONER BALDWIN: Paying fees at both places,

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1 that's what we're trying to get away from.

2 COUNCILMAN COLEMAN: I understand. That's my

3 warning of not having this language in here. Okay. Might be  
4 alternative language where, if it's more than half, they come  
5 through our process with full review from the County, so  
6 there's just one set of applications or one set of actions.  
7 It needs to be addressed, I guess, is my point. There will  
8 always be that piece that crosses the line, and we have one  
9 that we know that goes across the line. It's kind of out  
10 there in a concept plan.

11 COUNCILMAN MOTHERAL: The -- I think we're talking  
12 about several things here at one time. Maybe we need to back  
13 up and segment them so that it's more clearly understood.  
14 The rules, whether they be the county rules or the city  
15 rules, that's one thing. Or a blend within the ETJ,  
16 whatever. That's one thing. The process that the developer  
17 needs to go through is quite another. What we have  
18 instigated several months ago, realizing that the process was  
19 part of the problem out there, and not wanting the developer  
20 to have to do it twice, we -- anything that has come in that  
21 we have been aware of that's within the ETJ, our staff has  
22 notified your staff when -- of the project when it -- the  
23 meeting -- staff meetings were going to be, and asked them to  
24 participate. In other words, it was a single stop, if you  
25 would. Yes, the County's involved; yes, the City's involved,

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1 but it's a single process. And that -- that reduces the  
2 burden on the developer, since they're all put into that one  
3 process. It -- it does not necessarily -- for example, it's  
4 not going to take away the O.S.S.F. It's not going to take  
5 away the storm drainage. It's not going to take away or  
6 change or reduce the County's road standards, because the  
7 County is -- we're asking the County to participate in every

8 one of those. And that's -- that's what I'm hoping, that one  
9 of the things that we can reach through this is that, okay,  
10 so we, as different entities, participate in a single  
11 activity that -- that minimizes the efforts and the  
12 dislocation to the developer.

13 COMMISSIONER LETZ: The -- I'll make a comment,  
14 going back to the one above this.

15 COUNCILMAN MOTHERAL: Which one is that?

16 COMMISSIONER LETZ: Any -- the crossing the  
17 boundaries of both jurisdictions.

18 COUNCILMAN MOTHERAL: Okay.

19 COMMISSIONER LETZ: The reason that was put in  
20 there was because of a new map, and I'm really not in favor  
21 of leaving that provision in there if we don't have the same  
22 map, because that was the reason for the expanded map  
23 boundary, was to solve the problem of any developments that  
24 didn't go out and cross further into the area, since the  
25 County was picking up some of those peripheral areas. It

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1 doesn't make sense to me to really leave that in at this  
2 point.

3 COUNCILMAN MOTHERAL: It's all right to take it  
4 out, as far as I'm concerned.

5 COMMISSIONER LETZ: Because, I mean, I don't -- you  
6 know, I apologize that I have to leave shortly, but I think  
7 it's really -- we're obviously at a disagreement as to where  
8 we're going with this. I think it's much more to figure out,  
9 are we going to try to work it out or go to arbitration? I  
10 mean, that's the issue. I thought we were very, very close  
11 to working it out. I thought that we had a good meeting

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12 Monday, and, you know, I thought there was an agreement.  
13 Granted, there was -- the mayor and City Councilmen were not  
14 present at that meeting, but the logic behind changing the  
15 boundaries of the map were areas that the City can't provide  
16 services, I understand, over the next five years. It's areas  
17 that are only by topography and the location of it. Two of  
18 the areas were in existing subdivisions. One of those has a  
19 minimum of 25-acre lot size right now, and that's not going  
20 to change; it takes 80 percent vote of that subdivision to  
21 even change that. So, we're talking about rural standards  
22 that we are the better equipped to handle, I think. The  
23 rural standards of the City, by the City Manager, is under  
24 review as to what that's going to be.

25 The area up north of Kerrville on Scenic Hills

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1 area, you know, those are all existing subdivisions. There's  
2 really not a capacity to get a lot of city services up there.  
3 And -- and in the area off in the Highlands area, the high  
4 ground, topography-wise, area around Bear Creek, that terrain  
5 is such, that's never -- that's only suitable for lower  
6 density development. And when we added that other provision  
7 there about crossing the boundaries, that was to accommodate  
8 if someone wanted to do, like, a saddlewood. So, I guess --  
9 I mean, seems to me we're just basically at an impasse, and  
10 if that's where we are, well, then, you know, we probably  
11 should do what many of us thought -- or many on City Council  
12 probably thought should have been done about two months ago,  
13 and go to arbitration. I mean, it's really sad to me that  
14 we're -- we can't agree on this, but if we can't, we can't.

15 MAYOR BOCK: Let me ask a question along those  
16 lines. What we're looking at here is, we're looking at two

17 maps that -- and we spoke to this last night. If the maps  
18 don't match, then the language doesn't matter, basically. Is  
19 that what --

20 COUNCILMAN COLEMAN: I think more -- more to the  
21 point, dependent on the map you use, then these bullet points  
22 might look different. Jon pointed out the need or not to  
23 determine a cross-jurisdictional line.

24 MAYOR BOCK: Okay.

25 COUNCILMAN COLEMAN: But that line's not there.

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1 The statement's not there. That kind of would --

2 MAYOR BOCK: Yes. But I'm, again, only asking for  
3 my education. Regardless of which map you're looking at,  
4 you've got that line that we cross.

5 COMMISSIONER LETZ: Minimal, because most of the  
6 this area, if you look at the map that City Council approved  
7 last night, I guess, this is existing subdivision. That's  
8 existing subdivision. That's existing subdivision, and this  
9 is existing subdivision in the corner here. That's all --  
10 it's all existing subdivision. I mean, you know, unless  
11 someone goes into -- and their -- and the likelihood of any  
12 of those getting -- subdivisions getting expanded across that  
13 line are slim to none. A developer's not going to go in and  
14 do a revision of plat; he's going to go in and do a new  
15 development outside the -- outside the subdivision. I mean,  
16 there's no big acreage tracts in any of those subdivisions  
17 for development. So, I just -- it doesn't -- it really  
18 reduces the need for it.

19 COMMISSIONER BALDWIN: Commissioner Letz? I went  
20 off into a coma there for a minute. What made you launch

21 into us going to the courtroom? What was the issue?

22 COMMISSIONER LETZ: Well, the issue to me -- I  
23 think we can work on the bullet points. We got off on  
24 talking about these bullet points. We get -- every time we  
25 have a discussion, we start getting into minutiae. This is

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1 the critical thing, is the areas of jurisdiction, and if we  
2 can't agree on that, well, there's no point to talk about  
3 this, to me.

4 COMMISSIONER BALDWIN: I agree.

5 COUNCILMAN GROSS: I think Buster made a good  
6 point. I think arbitration would be an embarrassment.

7 COMMISSIONER WILLIAMS: Say that again?

8 JUDGE TINLEY: At a minimum.

9 COUNCILMAN GROSS: Arbitration would be an  
10 embarrassment.

11 JUDGE TINLEY: At a minimum.

12 COUNCILMAN GROSS: Grown men and women.

13 COMMISSIONER WILLIAMS: I really don't know why we  
14 can't find an agreement.

15 COUNCILMAN GROSS: Well, we can.

16 JUDGE TINLEY: And your point is well made, that  
17 just as in the issue dealing with the capital project at the  
18 airport, that's why we're here. We're to sit down and  
19 discuss issues that may be somewhat unpalatable to each of us  
20 in some respects, but if you don't discuss it, you're not  
21 going to find a common ground.

22 COUNCILMAN GROSS: That's my point.

23 JUDGE TINLEY: Sure.

24 COUNCILMAN GROSS: May go long, but it's okay.

25 COUNCILMAN COLEMAN: Let's start from the very

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1 get-go, just for my benefit.

2 JUDGE TINLEY: Okay.

3 COUNCILMAN COLEMAN: Four years ago, what did the  
4 State want us to do, collectively?

5 JUDGE TINLEY: Wanted us to come up with one-stop  
6 shopping, is what it was geared to.

7 COMMISSIONER LETZ: And gave us several exceptions  
8 -- options to get there.

9 COUNCILMAN COLEMAN: And then what were those  
10 options? I mean, what's the best we're really trying to do?

11 COMMISSIONER LETZ: Whether city rules can be  
12 applied throughout the ETJ, county rules throughout the ETJ,  
13 or come up with our own set -- with a new set of rules that  
14 one of us has to administer. Or we divide up geographically.  
15 Those are the four options.

16 COUNCILMAN COLEMAN: And I guess in my mind -- and  
17 here's where I'm trying to be a good steward for my -- what I  
18 perceive to be my constituents. The ETJ is basically defined  
19 for the City's area of future growth, right?

20 COMMISSIONER LETZ: That's the -- yeah, I would  
21 agree, the purpose of it, yes.

22 COUNCILMAN COLEMAN: And I guess my concern is that  
23 we have to be able to grow. If we get to a point where we  
24 don't grow, we become stagnant and we just slowly die off.  
25 We can't continue to expand our infrastructure and our sewer

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1 plants and water plants and that kind of thing. So, in my  
2 mind, I personally feel -- and, again, I'm speaking for my

3 constituents. I personally feel that we need to be dominant  
4 in the ETJ. And to that end, I -- or in what -- Tuesday  
5 night we talked about some caveats, where we -- we cannot  
6 afford to be limited in our growth. And when you look at the  
7 maps, we're just totally bracketed. I mean, we just we have  
8 very little growth out that top north end. Around Harper  
9 Road, that's about it. And that's scary. But you -- and  
10 I'll make another point. Some of these subdivisions out in  
11 the ETJ, they're all going to be development-driven. If a  
12 developer comes in and he's willing to extend sewer and water  
13 lines out to an acreage, and he's going to put in a big  
14 subdivision of affordable housing, the City could work with  
15 them and take care of that, whereas it might not right now  
16 appear to be feasible on a map. We'd certainly --

17 COMMISSIONER LETZ: Certainly wouldn't preclude it.  
18 No map would preclude that.

19 COUNCILMAN COLEMAN: Well, that's right. Now, what  
20 we talked about the other night, we talked about three  
21 caveats, and we've always had these three caveats throughout  
22 all of our discussions, and one was that the stronger of the  
23 city or the county rules prevail, whatever those are. And I  
24 think -- I think you all are in agreement with that, too.

25 COMMISSIONER LETZ: But -- yes, but the question

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1 is, what does "stronger" mean? And that's why I brought up  
2 Monday, is a 60-acre right-of-way more stringent than a curb  
3 and gutter? It depends on the value of the land.

4 MR. COLEMAN: Council, y'all heard my spiel on  
5 this, but briefly, my spiel is, you guys need to decide if we  
6 were coming up with a blended set of rules that apply in the  
7 ETJ, 'cause our city rules do not apply in every sense, or if

8 we need to come up with a blended set of -- or a blended map,  
9 okay? Thus far, over the last couple months, we've worked  
10 through the process of coming up with a blended map. Based  
11 on what I think I hear from the County is that they want  
12 protection of the users on the ground today, and what I hear  
13 from the City is we need protection for the future growth.  
14 That's really the two pieces.

15 COUNCILMAN COLEMAN: To me, that's -- from our  
16 standpoint --

17 MR. COLEMAN: If we fail to come up with a map that  
18 works, perhaps we need to let that rest and shift our  
19 attention to a blended set of rules.

20 COUNCILMAN COLEMAN: Kevin, that may be the answer.

21 MR. COLEMAN: But you still have to deal with the  
22 point that somebody controls those rules when somebody walks  
23 in the door, and we haven't dealt with that, either.

24 COUNCILMAN COLEMAN: Well, that's a good point.  
25 Let me get these other two. City approves all the plans in

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1 the ETJ, and City inspects all the projects and charges the  
2 fees. Now, to me, that's correct, us being good stewards for  
3 ETJ land.

4 COUNCILWOMAN KEEBLE: And let me add to -- you're  
5 saying those caveats with this map.

6 COUNCILMAN COLEMAN: Stacy, I don't know.

7 COUNCILWOMAN KEEBLE: This is the original map that  
8 we agreed on.

9 COUNCILMAN COLEMAN: I haven't looked at the map.  
10 I don't know. I don't know that I want to -- to me, that's a  
11 complexity addition to the whole process. It may be Kevin's

12 right. Maybe a blended set of standards is the answer; I  
13 don't know. But to me, that's complexity. All of these  
14 caveats on this sheet is complexity. We're making it harder  
15 for that ultimate user out there.

16 COUNCILMAN GROSS: I really like the idea of  
17 blended standards. We're not that far apart.

18 COMMISSIONER LETZ: We tried that for six or nine  
19 months, and that's when Councilman -- or the City Manager  
20 came up with the idea, let's try to divide it. We haven't  
21 been able to get that the other direction. We tried since  
22 last September to do blended rules and we couldn't get there.

23 MR. COLEMAN: And it's hard. It is mentally hard  
24 to do this, because both groups care about what they're  
25 trying to protect. But to use -- to use an analogy here --

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1 and I hate to, almost, but to use an analogy, it is as if two  
2 professional tennis players have been asked to play doubles  
3 together, and they can play by themselves and do very well,  
4 but they can do better as a team if they can decide whose  
5 responsibility it is to hit the ball when it's hit to them  
6 and who -- who's stronger and who isn't, and who hits first.  
7 It's as easy as that. That's the basis of this map. All  
8 right? If it's in the County's side of the court, they're  
9 the dominant player, and if they're not, then they step down  
10 and -- and the City is the dominant player in here. I think  
11 I agree with Mr. Letz; we're pretty close to finishing that.  
12 If we are settled on that, that's the basic path we want to  
13 go down. If we're not settled on that, that that's the basic  
14 path we need to go down, we need to fall back and regroup.  
15 We've tried to blend standards, and it is an intricate and  
16 tedious path to go down, because virtually every standard

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17 needs to be blended. A broader brush is to look at the broad  
18 playing field and determine who takes the dominant role in an  
19 area and who doesn't.

20 MAYOR BOCK: What is the -- what is the  
21 repercussions of trying something? I know this is all going  
22 to change in a short period of time.

23 COMMISSIONER LETZ: Five years.

24 MAYOR BOCK: I would just like to try something. I  
25 mean, if -- we all know what happens if it doesn't work; we

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1 let the other one know.

2 COMMISSIONER LETZ: Cancel it. We've done that.

3 MAYOR BOCK: And, again, to prevent us from going  
4 to arbitration, again, 'cause we're going to get this in  
5 front of a judge and they're going to look at it and they're  
6 not going to have any problem.

7 COMMISSIONER LETZ: I've got to run. I apologize.

8 COMMISSIONER BALDWIN: He gets everything stirred  
9 up, then he leaves.

10 COMMISSIONER LETZ: Yeah, I guess.

11 COMMISSIONER WILLIAMS: Somebody made him a better  
12 offer.

13 COMMISSIONER BALDWIN: Better fight down the road.

14 COMMISSIONER LETZ: Better fight down the road. My  
15 final thought on this, Kevin, is I think the differences on  
16 the maps are three areas. To me, either --

17 MAYOR BOCK: These single marked areas?

18 COMMISSIONER LETZ: Yeah, marked. I guess, you  
19 know, refer it back to, you know, the City Manager.

20 COUNCILMAN COLEMAN: Well, and, Jonathan, this is

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21 your map that I've been looking at. I can't understand that,  
22 and I'm a pretty smart guy. I mean, that's got yellow and  
23 green all over it; it's got red dashes, it's got red lines,  
24 and I'm real confused.

25 COMMISSIONER LETZ: I think it's -- okay. Well, we

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1 can get with the City; we can come up with a clearer map.  
2 The reason that map is confusing is it shows existing  
3 subdivisions, and it also shows topography. Those are two  
4 very strong, important points on the way it was drawn. But  
5 we can come up -- I can get with Kevin. We can come up with  
6 that same map, easier to look at. I agree. That was done --  
7 it was done by hand, a lot of that. And get it out, and give  
8 us two weeks to come up --

9 COUNCILMAN COLEMAN: And, Jonathan, Stacy's map  
10 here -- I think that's the one.

11 COUNCILWOMAN KEEBLE: This is the one that we came  
12 up with.

13 COUNCILMAN COLEMAN: There's a lot of yellow.

14 COUNCILWOMAN KEEBLE: There's still a lot of  
15 yellow.

16 MR. PARTON: What did you say? There's three -- or  
17 at least two basic points that have been the common things  
18 we've talked about. One is the standard that gets applied in  
19 consideration for the rural very low-density project, and the  
20 other is the long-term maintenance responsibility. And you  
21 expressed the County's concern has been if you put in a  
22 certain street level standard, then there's the concern about  
23 the County's ability to be able to maintain. If it's a  
24 concrete curb and gutter or a ribbon curb, that concrete edge  
25 has been a concern when we've talked about maintenance.

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1           COMMISSIONER LETZ: The standard has to be -- the  
2 road standard has to be the County's if it's going to be  
3 County-maintained, certainly, because we have to maintain the  
4 roads. And it's not fair to the -- to us as a department, or  
5 the taxpayers as a whole, for us to have to accept a road and  
6 then go in and fix it or change it. So, the road -- and the  
7 road standards are -- I mean, the road standards are close  
8 enough, other than grade right now, and I think the City's  
9 aware of what our requirements are there. Curb and gutter is  
10 something we're just not equipped to take care of. And on  
11 the areas where there's yellow on either map, curb and  
12 gutters aren't going to go in there anyway. I'm sorry, I --

13           COUNCILMAN COLEMAN: Jonathan, one other thing to  
14 be thinking about in the back of your mind is, in a couple  
15 years, when we hit that 2 -- that 2-mile ETJ, what do we do  
16 then? What happens to these yellow areas?

17           COMMISSIONER LETZ: I think it's a basis to start  
18 talking. I mean, I think you look at that a lot. I think in  
19 the -- in many areas -- well, you look -- you have to know  
20 where development's going. I think you have to look -- there  
21 has to be a provision that you look at this as it goes. If a  
22 developer comes in and -- out in the Bear Creek area comes in  
23 and wants to put in a big development like the Comanche  
24 Trace, well, that's going to clearly necessitate this map  
25 being amended that year, because it changes everything, and

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1 that needs to be a provision. This is not an etched-in-stone  
2 map. It needs to be flexible enough that we can change it as

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3 the city limits change.

4 COMMISSIONER OEHLER: High-density subdivisions are  
5 going to require sewer and water.

6 COMMISSIONER LETZ: They're going to have -- and to  
7 do that, the only --

8 COMMISSIONER OEHLER: We don't do that.

9 COMMISSIONER LETZ: The only way you do a  
10 high-density subdivision anywhere in Kerrville is to get  
11 water from the city of Kerrville. You're the only ones that  
12 has water. No one -- no utility has it, the quantity  
13 required. And none of them right now -- Aqua Texas, they're  
14 not going to pay for the infrastructure to put in the  
15 requirements that we put in the agreement for fire flow,  
16 which the County supports that for any kind of high-density.  
17 Sorry, y'all.

18 MAYOR BOCK: Thank you, Jonathan.

19 (Commissioner Letz left the meeting.)

20 MAYOR BOCK: So -- so, I guess the next step is  
21 where we go from here. Do we want to go -- I heard that we  
22 take this map back, Bruce, and y'all -- Jonathan's going to  
23 get with staff and clear this up, clean the map up for a  
24 better look at the map. But I also understand that as the  
25 County, we extend -- we extend an offer to the County to come

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1 review. Is that offer also extended to the City any time you  
2 guys review anything in your jurisdictional area? Would that  
3 be something that would be extended back?

4 COMMISSIONER BALDWIN: Absolutely.

5 JUDGE TINLEY: You're talking about specific  
6 projects?

7 MAYOR BOCK: Specific projects.

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8 JUDGE TINLEY: Sure.

9 MAYOR BOCK: Ultimately, they'd still have the same  
10 development review committee working on county jurisdiction  
11 or city jurisdiction. We have one development review  
12 committee. We have one committee.

13 JUDGE TINLEY: I think you're necessarily going to  
14 have that to determine the future direction of --

15 COMMISSIONER BALDWIN: Sure.

16 JUDGE TINLEY: -- what your jurisdictional -- the  
17 resolution of your jurisdictional issues, just like was  
18 mentioned a little bit ago. If there's -- if there's a  
19 developer who wants to come in out of Bear Creek, put in some  
20 high-density situation, it's time to sit down and -- and  
21 restructure at least that portion of the map.

22 MAYOR BOCK: So, then, in essence, though, we still  
23 will have one development review committee, so one will  
24 always know what the other one's doing, so if the need for  
25 fire flow is there and the developer that's in the yellow

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1 shaded area says -- you guys go, "Oh, no, you got to talk to  
2 these guys here about that," then we still create that  
3 one-stop shopping. Is that --

4 COMMISSIONER OEHLER: I'll tell you one way to  
5 resolve that -- some of those issues, and I think we do it at  
6 the county level, is we'll have preliminary conferences with  
7 the developers, and at that point in time, it might be a good  
8 time for the -- if there's an area that's in question, to  
9 have the City representation as well as the County to review  
10 that and give that developer some direction about what the  
11 needs are going to -- and the requirements are going to be

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12 for that area. It's a preliminary step. You don't want to  
13 wait and deal with this stuff when you get to a preliminary  
14 plat. He needs the direction prior to going out and spending  
15 a bunch of money and time to figure out what he's supposed to  
16 do, that this is a really good time.

17 COUNCILMAN COLEMAN: That exists in our process,  
18 too. Now, there is that occasional developer that will go  
19 out and spend a bunch of money and then say, "Hey, make this  
20 work for me," but that's a different person. We can't really  
21 fix that.

22 MAYOR BOCK: Well, I think, as we know -- like you  
23 say, as long as all development emanates from both bodies, we  
24 have a body you go to. This is our development review  
25 committee in the ETJ, which is -- and I would feel

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1 comfortable if we had it listed by who they are, so we all  
2 could put our hands around it and go, "Okay, we're  
3 represented."

4 COMMISSIONER OEHLER: Yeah. It's just a matter of  
5 getting the group together to review, and in pretty much a  
6 relaxed setting. You don't have to have a formal meeting to  
7 do these sort of things in the very beginning, kind of give  
8 somebody direction, the rules that are already in place.  
9 It's just a matter of getting people that are knowledgeable  
10 to give that direction, and then -- then you go to the formal  
11 process of approvals and whatever through the Council and the  
12 Court.

13 COMMISSIONER BALDWIN: I like your idea, and I  
14 never have had a problem with doing that kind of thing, or  
15 even having people go from one place to another. That  
16 doesn't bother me at all. I just don't want him paying the

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17 fee at our place, and then going to your place and paying  
18 another fee. How dumb is that, to treat our citizens that  
19 way? You -- we can't do it. If they can drive back and  
20 forth, I couldn't care less. I just don't want them paying  
21 the fees. But I like --

22 COUNCILMAN MOTHERAL: Yeah. The way you were --  
23 that it was proposed, whichever entity was the primary or the  
24 initiator or whatever you want to call it would collect the  
25 fees, not only for themselves but for the other party, and

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1 one stop.

2 COMMISSIONER BALDWIN: So if we collect yours, we  
3 can rake off 10 percent? (Laughter.) Administrative fee  
4 here.

5 COMMISSIONER OEHLER: Really, I think this is a  
6 fairly simple problem to solve. If you really look at what  
7 you're wanting to control, all of us, the City has a master  
8 plan of some sort, I understand. And, of course, the County  
9 doesn't, but that's just neither here nor there. But it  
10 seems to me like that if you have an area within the ETJ that  
11 you're planning to annex at some point in time that's going  
12 to be a dense enough development for you to provide sewer and  
13 water to, then you would definitely want control in that  
14 area, without any question. If you have an existing  
15 subdivision that already has covenants on how it can be  
16 divided, and it -- I mean, you're not going to put sewer and  
17 water into a subdivision that has 25-acre lots. Ain't going  
18 to happen. And those lots are probably not going to be  
19 divided for many, many years, until that land becomes worth  
20 so much that the whole homeowners association will agree to

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21 change the covenants and sell out, or redivide. So, really,  
22 you know, I've looked at -- and I have an area. You can't --  
23 you're not going to move your ETJ any further west, because  
24 you can't run over Ingram. That's the end of it, where it is  
25 right now going west. You can do -- you can do different

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1 things going south and going -- going east and north, but not  
2 too much north, 'cause you run into the county line. But  
3 it's really pretty simple, you know, in my mind to what we --  
4 we have to control O.S.S.F. That's the only -- I mean,  
5 that's state law.

6 COUNCILMAN MOTHERAL: That's why we invite you all  
7 to these meetings.

8 COMMISSIONER OEHLER: Right. And that's just --  
9 that's a given. And, you know, I -- I guess the burr under  
10 my saddle has been that there was a development approved on  
11 Goat Creek Cutoff with substandard lot sizes, and now they  
12 can't get reasonable septic.

13 COUNCILMAN MOTHERAL: Can't get what?

14 COMMISSIONER OEHLER: I think they're -- the  
15 allowable water use a day in that subdivision, some of those  
16 little places, is going to be 11 gallons a day is all they  
17 have room for a system. That's the max system they can put  
18 on those properties. That's the kind of thing we don't want  
19 to happen, because you don't have sewer out there, you don't  
20 have water out there, but yet you approved a substandard lot  
21 size.

22 COUNCILMAN COLEMAN: What -- just to be clear,  
23 though, whoever was handling O.S.S.F. at that point signed  
24 off on that, so -- just to be clear that our process was in  
25 place and they're in the game.

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1 COMMISSIONER BALDWIN: That must have been U.G.R.A.

2 COMMISSIONER OEHLER: I think it --

3 COUNCILMAN COLEMAN: I hate to ask this. What does

4 "O.S.S.F." mean?

5 COMMISSIONER OEHLER: On-site sewage -- septic or

6 sewage --

7 COUNCILMAN COLEMAN: Thank you.

8 COMMISSIONER OEHLER: -- sanitary sewage facility.

9 COUNCILMAN COLEMAN: Thank you.

10 COMMISSIONER OEHLER: And, you know, you have to  
11 have -- there's a certain amount of room required for those.  
12 There have to be setbacks from property lines. It's tied to,  
13 you know, size of the home and water usage and all that.

14 COUNCILMAN COLEMAN: I got it, spacing. I  
15 understand.

16 COMMISSIONER OEHLER: You don't know about that,  
17 but, you know, that's the thing that really concerns me. We  
18 don't want you to approve something that's too small whenever  
19 you're not going to provide water and sewer to it. We don't  
20 care if you're going to provide water and sewer. Get on with  
21 it; we couldn't care less. But if you're not, it makes a big  
22 difference. And that developer says, "well, I got approval."

23 COUNCILMAN COLEMAN: And the water is -- water is a  
24 big issue, too. That one little lady over here brought it up  
25 last night. Water is driven by Headwaters -- groundwater, I

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1 guess.

2 COMMISSIONER OEHLER: Mm-hmm.

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3 COUNCILMAN COLEMAN: And in times like this, where  
4 we are in a dry -- drought conditions, it's -- it receives  
5 even greater emphasis. Or -- and I have not kept up with  
6 that water. Are they in a posture to where they're  
7 increasing their standards? Are they making it tougher on  
8 spacing?

9 COUNCILMAN MOTHERAL: What they have done, the new  
10 set of rules is actually forcing the individual wells to be  
11 more prolific, because they're strengthening the standard  
12 requirements on central systems, and it makes it more  
13 difficult.

14 COUNCILMAN COLEMAN: So, they're trying to  
15 concentrate on the number of wells in the future, wells to  
16 serve more properties?

17 COUNCILMAN MOTHERAL: No. No, the other way  
18 around. What is effectively going to happen is that you will  
19 see fewer central systems go in and more independent,  
20 individual wells, because they've strengthened the  
21 requirements on the central systems.

22 COMMISSIONER WILLIAMS: But that's essentially  
23 going to be 5 acres or greater.

24 COMMISSIONER OEHLER: Yeah, that's why --

25 COUNCILMAN COLEMAN: And they control the well

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1 spacing by the septic.

2 COMMISSIONER WILLIAMS: That's right.

3 COMMISSIONER OEHLER: We're tied to the water  
4 availability.

5 COUNCILMAN GROSS: I'm looking at this and thinking  
6 maybe we were trying to solve a problem we really didn't  
7 have. And if we did have a problem, have we not solved it?

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8           MAYOR BOCK: Sounds good. I think what we'll end  
9 up doing now is seeing this back on both of our next agendas.  
10 Y'all are going to meet sometime between the next --

11           COMMISSIONER WILLIAMS: Talking about the 10th.  
12 You may not get it ready by the 10th.

13           COUNCILWOMAN KEEBLE: Todd, can I just add, I come  
14 at this from a whole new perspective, 'cause I -- I'm new to  
15 Council. I'm new to this ETJ issue. And from my  
16 perspective, I've talked to developers and they told me,  
17 "Look, all I want to know is what the rules are, and I just  
18 want to go to one place and get it done. And all I want to  
19 know is the rules. I don't care if it's county; I really  
20 don't care if it it's city. I just want to know what the  
21 rules are and I want to get it done." And I want to help the  
22 developers, 'cause, you know, we need to improve our economic  
23 development around this whole area, especially right now.  
24 So, if our goal -- I think our common goal is to help the  
25 developers, to simplify the process. I look into the other

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1 cities, and it seems to me that the city controls the ETJ,  
2 because the ETJ is the area that the city will expand into,  
3 probably. We don't know which areas, but most of it, any of  
4 it, all of it. It's the area that the city will eventually  
5 become, and so cities control the ETJ.

6           Now I come into this situation and learn that we've  
7 been sharing responsibility with the county, and I think  
8 that's okay, and we made a -- an agreement. We gave you a  
9 map, and the three caveats that we said, "Okay, if you want  
10 to share in the responsibility, here's what we'll share with  
11 you." And that's as far as I thought we should go. And so,

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12 you know, now we have this more extensive map that we didn't  
13 approve last night, and so that's where I feel like I have  
14 gotten to. I mean, I think -- it may not even be the city's  
15 prerogative to have to -- to share with the county, is where  
16 I think -- for efficiency's sake, for the developer's sake,  
17 for simplicity's sake, if the city just ran the whole ETJ,  
18 that would be the most efficient and helpful and clear,  
19 concise, just like other cities do. If we are going to  
20 share, I think we should limit it to the offer that we made.

21 COMMISSIONER WILLIAMS: There --

22 COMMISSIONER OEHLER: That -- go ahead.

23 COMMISSIONER WILLIAMS: There's -- I think you have  
24 to harken back to one of the comments that Commissioner  
25 Oehler made. If there's a strong intention of annexation

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1 because of a proposed development which is going to require  
2 city services, God bless, do it. But there's also -- there  
3 is also a concern that it is really not reasonable to impose  
4 city standards in areas -- unincorporated areas of the  
5 county, whether they're within the ETJ or beyond, where there  
6 is no reasonable intention or expectation that you're ever  
7 going to annex it. You're saying to a property owner, just  
8 because you happen to be fortunate or unfortunate enough to  
9 be within the ETJ, we're going to impose these standards on  
10 it, and the City has no intention ever of taking it within  
11 the city limits.

12 COUNCILWOMAN KEEBLE: But you can't always know --

13 COMMISSIONER WILLIAMS: To me, that's a problem.

14 COUNCILWOMAN KEEBLE: -- which area is which.

15 COUNCILMAN MOTHERAL: That's the same approach --

16 mentality that got us Kerrville South.

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17 COMMISSIONER WILLIAMS: Well, let's figure out a  
18 way to get out of it.

19 COUNCILMAN MOTHERAL: That's what we're saying now.  
20 And I think that the one-stop shop that we have attempted to  
21 put up with, and notifying the County of everything that's  
22 happening that we know about within the ETJ, inviting you all  
23 to participate at that level so that as early as possible,  
24 whether it's a conceptual plan, whether it's a visit,  
25 whatever, the developer knows immediately what he's got to

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1 do. And that's the point. And I'm with Stacy on this, quite  
2 frankly. It simplifies it a whole lot if the city takes the  
3 ETJ in its entirety, but the county participates in all of  
4 these communications with the developer -- pardon me, the  
5 development community so that there is no foggy area.

6 COUNCILMAN COLEMAN: And, guys, I agree with --  
7 philosophically, I agree with both, and I think that's where  
8 we were four years ago.

9 COMMISSIONER WILLIAMS: One point of rebuttal.  
10 Participate is one thing. Participation with the intention  
11 of enforcing a blended set of standards is quite another.  
12 And that gets us back to the -- to why can we not develop a  
13 blended set of standards that embodies the best of the city's  
14 standards and the best of the County's? Why can we not, as  
15 intelligent people, find that kind of a solution?

16 COUNCILMAN COLEMAN: And, Bill, I thought we did  
17 that four years ago.

18 COUNCILMAN MOTHERAL: Every time that I think we're  
19 just about there, I get a new set of deals. This -- this  
20 page that you were given here, this was the page that we were

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21 given Monday afternoon. This is the page that showed up with  
22 this meeting. I mean, it changes every time we meet. And  
23 I -- I'm perfectly willing to create a set of blended  
24 standards for the ETJ.  
25 COMMISSIONER WILLIAMS: Then let's be about it.

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1 COUNCILMAN COLEMAN: And, Todd, didn't we have a  
2 blended set of standards four years ago? Dust them off.

3 MR. COLEMAN: And the problem with that blended set  
4 of standards, just for clarity, is that there are always  
5 developments that don't match that.

6 COUNCILMAN COLEMAN: I agree.

7 COMMISSIONER WILLIAMS: That's what variances are  
8 all about. Right?

9 COUNCILMAN COLEMAN: But we've drawn trees on how  
10 many different paths of variance -- of rules there would be  
11 to kind of come up with a -- "trees" as in this piece of  
12 property is within the service area of the city, within the  
13 service area of the city streets. This set of standards,  
14 this set of properties is, you know, served by something  
15 else. Water, this set of standards. There's, like, 20 of  
16 them. That's not easier for the user, and I submit, that's  
17 not easier for the City or for the County.

18 COMMISSIONER OEHLER: Well, I guess it really gets  
19 down to what are your basic rules. I mean, in our situation,  
20 it's going to be lot size, and that's tied to water  
21 availability, and whether you're on the city or whether  
22 you're on a public system, whether you're on a well, that's  
23 real simple. It's lots. I mean, that's within our rules.  
24 And the O.S.S.F. is within those same rules, same guidelines.  
25 They match, and so that all ties to lot size. You can't have

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1 high-density development in a situation like I just  
2 described. You're looking at 2 and a half acres plus,  
3 minimum, you know.

4 COMMISSIONER WILLIAMS: Unless public utilities are  
5 made available.

6 COMMISSIONER OEHLER: Exactly. And that --

7 COUNCILMAN COLEMAN: I'm going to use that  
8 statement. I'm going to use that statement and speak  
9 specifically to the City Council part of this group. Guys,  
10 that is exactly what this map differentiates between our map,  
11 okay? So that we're all clear about that. The original map  
12 that y'all approved showed existing city -- existing  
13 subdivisions and areas that are already developed in  
14 large-lot developments, okay? This map presumes that these  
15 single cross-hatched areas are going to be large-lot  
16 developments, I presume.

17 COUNCILMAN MOTHERAL: I think that's it.

18 COUNCILMAN COLEMAN: That's the caveat, that if  
19 they are not, the County will stand down and submit that back  
20 to us.

21 COUNCILMAN MOTHERAL: But that is a confusing  
22 statement that doesn't need to be made. And the -- the  
23 bottom line is that we don't need to go to the development  
24 community with it and say, "well, we'll consider this, but if  
25 you're in this area, we're going to change it to that," and

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1 this kind of thing. Well, that's confusing. Forget it.

2 COMMISSIONER WILLIAMS: That's why blended

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3 standards make sense.

4 COUNCILMAN MOTHERAL: I agree with you, Bill. I  
5 thoroughly agree with you, and we are perfectly willing to  
6 develop a set of standards or propose a set of standards for  
7 your review that are blended. And, basically, what it will  
8 amount to is that if your standards are more stringent, we're  
9 going to use them. If our standards are more stringent,  
10 we're going to use them, and that's the bottom line of  
11 what -- what we have proposed now for months. And it's very  
12 frustrating to think you have an agreement and come back at  
13 the next meeting with a whole new set of stuff.

14 COUNCILMAN GROSS: Let me ask a question.

15 COMMISSIONER OEHLER: Need to stop coming back with  
16 more stuff.

17 COUNCILMAN MOTHERAL: Yeah. I mean, it's very  
18 frustrating.

19 COUNCILMAN GROSS: So, we're talking about blending  
20 county standards and city standards. Why couldn't the city  
21 have a set of standards that will apply to large lots and a  
22 different set that -- in other words, if you have a 5-acre  
23 lot, then this is the standards. If you have a small  
24 subdivided lot, then it's regular city standards.

25 COUNCILMAN MOTHERAL: Essentially, we do that.

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1 COUNCILMAN GROSS: Maybe we should just stick with  
2 whatever's in the ETJ, we control, and we have a set of  
3 standards that is flexible enough that would accommodate  
4 developments of various sizes. Then we don't have to blend  
5 with their standards, just fix ours.

6 COUNCILMAN MOTHERAL: I -- if you all want to, I  
7 think, Kevin, if you agree, and Todd, I will be glad to work

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8 with you all and come up with a suggested set of standards to  
9 be used in the ETJ so that we're all on the same standard.  
10 It's not county standards or city standards; it's ETJ  
11 standards. And then we don't need to go through this map and  
12 all of this other stuff. That goes away.

13 MAYOR BOCK: Would the map go away?

14 COUNCILMAN MOTHERAL: Yeah.

15 MAYOR BOCK: Then we don't talk about this; we talk  
16 about standards.

17 COUNCILWOMAN KEEBLE: And the developers know  
18 exactly what's required.

19 COUNCILMAN MOTHERAL: Exactly.

20 COMMISSIONER WILLIAMS: I'm cool with that.

21 COMMISSIONER OEHLER: That's fine.

22 COMMISSIONER WILLIAMS: With that approach.

23 JUDGE TINLEY: Well, what we've done so far hasn't  
24 worked. Why not try something else?

25 MR. COLEMAN: I'll submit to you, we will retry

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1 this, but we have tried this.

2 JUDGE TINLEY: I understand. This is a retrial  
3 coming from a different direction.

4 MR. COLEMAN: Right.

5 MR. PARTON: I think the first words of business,  
6 when you really look at it, you look at what the county  
7 standard is, you look at what the city standards are,  
8 especially as they pertain to rural developments. They are  
9 very, very close. They are so close.

10 COUNCILMAN MOTHERAL: Yeah.

11 MR. PARTON: I think the real issue is a procedural

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12 issue, and from the city's perspective, we'd like to be able  
13 to have the city be the signatory on plat documents. That  
14 doesn't preclude the county and the county's right to be able  
15 to review those subdivision standards, request or demand  
16 corrective action be taken to bring you into conformance with  
17 the standard.

18 COMMISSIONER OEHLER: It's just -- it's got to be  
19 reviewed because of lot size, mainly water availability and  
20 all those things. Unless -- if you're going -- if you go  
21 into the ETJ and you identify areas that you're going to say,  
22 "Those areas are going to be high density and we are going to  
23 serve those with sewer and water," we don't have any  
24 jurisdiction whatsoever.

25 COMMISSIONER BALDWIN: Don't want it.

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1 COMMISSIONER OEHLER: Don't want it. Don't want  
2 any part of it. That's your deal, but when you approve lots  
3 that come within the regulation of -- of water availability  
4 and O.S.S.F., then I think we have to be, 'cause we are by  
5 law.

6 COUNCILMAN COLEMAN: We get away from the stigma of  
7 the map. So, I agree; I think that's a good way to go.

8 COMMISSIONER OEHLER: Because you have a lot of  
9 areas that you are not going to have high-density  
10 subdivisions in.

11 JUDGE TINLEY: If you want to simplify it even  
12 further and just assume everything within the ETJ, if you  
13 will guarantee to annex and provide city services for  
14 everything that occurs there, I'd say you can have it all.

15 COMMISSIONER WILLIAMS: School's out.

16 COUNCILMAN COLEMAN: We need to have the ability to  
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17 make that decision, Judge. That's a good point.

18 JUDGE TINLEY: You know, if you say this is where  
19 we're going to grow, --

20 COUNCILMAN COLEMAN: And the only issue --

21 JUDGE TINLEY: -- if you'll commit to provide city  
22 services -- I'm talking about water and wastewater, you know.

23 COUNCILMAN COLEMAN: The only issue --

24 JUDGE TINLEY: We're out of the game.

25 COUNCILMAN COLEMAN: Development is organic and you

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1 never know where it's going to go, but where it goes,  
2 everything else follows. And if somebody wants to come in  
3 and do a big high-density, we're going to go there. We're  
4 going to take care of them. But you're right. If it's a  
5 lower -- very low density, we can't feasibly do that.

6 COMMISSIONER WILLIAMS: No, you're not going to  
7 extend services.

8 COUNCILMAN COLEMAN: I agree.

9 MAYOR BOCK: So, no more map; we're done with the  
10 map. Now we're going to be all about one set of standards  
11 and one development review committee. So, no more yellow on  
12 maps or crosses on maps. Maps are done.

13 COMMISSIONER OEHLER: Well, the yellow's always  
14 going to be there, because it's in the ETJ.

15 MAYOR BOCK: Right.

16 COUNCILMAN COLEMAN: Can we call Jonathan and tell  
17 him?

18 COMMISSIONER BALDWIN: Yeah.

19 JUDGE TINLEY: You can call Jonathan. We're not.

20 (Laughter.)

21 COMMISSIONER OEHLER: And there will be a map, only  
22 just not a revised one.

23 COMMISSIONER BALDWIN: Don't even mention his name;  
24 he may come back.

25 COUNCILMAN COLEMAN: Oh.

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1 COMMISSIONER BALDWIN: I've seen it happen before.  
2 (Low-voice discussion off the record.)

3 MAYOR BOCK: Any questions by staff? Or any --

4 MR. PARTON: Okay. Can we put a timeline? Can we  
5 have a timeline, so -- so, within the next month, we should  
6 try to come back with a draft set? I think we can get it  
7 through it pretty quickly, a draft set. A draft set.  
8 'Cause, again, I think it's --

9 COMMISSIONER WILLIAMS: By August 10? Or by later  
10 in the month?

11 MR. PARTON: Well, I think --

12 COUNCILMAN COLEMAN: I'll go with August 10, but  
13 I'm not committing to a year.

14 COMMISSIONER WILLIAMS: What did you say?

15 COUNCILMAN COLEMAN: I'll go with August 10, but  
16 I'm not committing to a year.

17 COMMISSIONER OEHLER: I agree with you. It's  
18 really all -- it already exists; it's just a matter of how to  
19 implement it.

20 MAYOR BOCK: Right. It's there.

21 COMMISSIONER OEHLER: All it is is implementation  
22 and giving developers exactly one-stop shopping.

23 MAYOR BOCK: I don't think there's a lot of code  
24 work to do.

25 COMMISSIONER OEHLER: No.  
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1 MR. PARTON: There's not a lot of code work to do.  
2 It's simply ironing out the process, making sure we've got  
3 accountability where it's supposed to go, and everybody's  
4 involved in the loop. A procedural question, really, not  
5 a --

6 COUNCILMAN COLEMAN: Been a good meeting, guys.

7 JUDGE TINLEY: You got anything else, Mr. Mayor?

8 MAYOR BOCK: No.

9 JUDGE TINLEY: You probably notice, those of you  
10 that have a county agenda, there's another item on the county  
11 agenda. That, of course, is the result of the letter which I  
12 wrote seeking a meeting for the purpose of having a  
13 discussion concerning E.I.C. matters. And I'm thinking back  
14 to a comment a moment ago about the need to have discussion  
15 and -- and exchange of ideas to make progress. And the -- I  
16 feel compelled, now that we've gotten through the policy  
17 portion of the meeting, to express my very extreme  
18 disappointment in the City's refusal, I would have to term  
19 it, to meet to discuss E.I.C. issues. E.I.C. issues, I  
20 think, are very, very -- there's a great deal of interest in  
21 them now. We've heard a lot about them more recently. I  
22 think there is constituent concern, even to the point of  
23 those that have watched the local scene for a number of years  
24 and recall that, even to the point where there was an  
25 initiative by the citizens that probably had something to do

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1 with political careers of some former council members, there  
2 was a degree of interest by constituents. I think these are

**Exhibit 7**  
**Local Government Code**  
**Chapter 212 Excerpts**

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES,  
AND RELATED ACTIVITIES

SUBTITLE A. MUNICIPAL REGULATORY AUTHORITY

CHAPTER 212. MUNICIPAL REGULATION OF SUBDIVISIONS AND  
PROPERTY DEVELOPMENT

SUBCHAPTER A. REGULATION OF SUBDIVISIONS

Sec. 212.001. DEFINITIONS. In this subchapter:

(1) "Extraterritorial jurisdiction" means a municipality's extraterritorial jurisdiction as determined under Chapter 42, except that for a municipality that has a population of 5,000 or more and is located in a county bordering the Rio Grande River, "extraterritorial jurisdiction" means the area outside the municipal limits but within five miles of those limits.

(2) "Plat" includes a replat.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff.  
Aug. 28, 1989.

Sec. 212.002. RULES. After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 212.0025. CHAPTER-WIDE PROVISION RELATING TO REGULATION OF PLATS AND SUBDIVISIONS IN EXTRATERRITORIAL JURISDICTION. The authority of a municipality under this chapter relating to the regulation of plats or subdivisions in the municipality's extraterritorial jurisdiction is subject to any applicable limitation prescribed by an agreement under Section 242.001.

Added by Acts 2003, 78th Leg., ch. 523, Sec. 6, eff. June 20, 2003.

Sec. 212.003. EXTENSION OF RULES TO EXTRATERRITORIAL JURISDICTION. (a) The governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of the municipality the application of municipal ordinances adopted under Section 212.002 and other municipal ordinances relating to access to public roads or the pumping, extraction, and use of groundwater by persons other than retail public utilities, as defined by Section 13.002, Water Code, for the purpose of preventing the use or contact with groundwater that presents an actual or potential threat to human health. However, unless otherwise authorized by state law, in its extraterritorial jurisdiction a municipality shall not regulate:

- (1) the use of any building or property for business, industrial, residential, or other purposes;
- (2) the bulk, height, or number of buildings constructed on a particular tract of land;
- (3) the size of a building that can be constructed on a particular tract of land, including without limitation any restriction on the ratio of building floor space to the land square footage;
- (4) the number of residential units that can be built per acre of land; or

(5) the size, type, or method of construction of a water or wastewater facility that can be constructed to serve a developed tract of land if:

(A) the facility meets the minimum standards established for water or wastewater facilities by state and federal regulatory entities; and

(B) the developed tract of land is:

(i) located in a county with a population of 2.8 million or more; and

(ii) served by:

(a) on-site septic systems constructed before September 1, 2001, that fail to provide adequate services; or

(b) on-site water wells constructed before September 1, 2001, that fail to provide an adequate supply of safe drinking water.

(b) A fine or criminal penalty prescribed by the ordinance does not apply to a violation in the extraterritorial jurisdiction.

(c) The municipality is entitled to appropriate injunctive relief in district court to enjoin a violation of municipal ordinances or codes applicable in the extraterritorial jurisdiction.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 822, Sec. 6, eff. Sept. 1, 1989; Acts 2001, 77th Leg., ch. 68, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 731, Sec. 3, eff. Sept. 1, 2003.

**Exhibit 8**  
**Local Government Code**  
**Chapter 232 Excerpts**

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES,  
AND RELATED ACTIVITIES

SUBTITLE B. COUNTY REGULATORY AUTHORITY

CHAPTER 232. COUNTY REGULATION OF SUBDIVISIONS

SUBCHAPTER A. SUBDIVISION PLATTING REQUIREMENTS IN GENERAL

Sec. 232.001. PLAT REQUIRED. (a) The owner of a tract of land located outside the limits of a municipality must have a plat of the subdivision prepared if the owner divides the tract into two or more parts to lay out:

- (1) a subdivision of the tract, including an addition;
- (2) lots; or
- (3) streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.

(a-1) A division of a tract under Subsection (a) includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method.

(b) To be recorded, the plat must:

- (1) describe the subdivision by metes and bounds;
- (2) locate the subdivision with respect to an original corner of the original survey of which it is a part; and

(3) state the dimensions of the subdivision and of each lot, street, alley, square, park, or other part of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the street, alley, square, park, or other part.

(c) The owner or proprietor of the tract or the owner's or proprietor's agent must acknowledge the plat in the manner required for the acknowledgment of deeds.

(d) The plat must be filed and recorded with the county clerk of the county in which the tract is located.

(e) The plat is subject to the filing and recording provisions of Section 12.002, Property Code.

(f) Repealed by Acts 1995, 74th Leg., ch. 979, Sec. 29, eff. June 16, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 624, Sec. 3.05, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 422, Sec. 8, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 979, Sec. 29, eff. June 16, 1995; Acts 1999, 76th Leg., ch. 129, Sec. 1, eff. Sept. 1, 1999.

Sec. 232.0013. CHAPTER-WIDE PROVISION RELATING TO REGULATION OF PLATS AND SUBDIVISIONS IN EXTRATERRITORIAL JURISDICTION. The authority of a county under this chapter relating to the regulation of plats or subdivisions in the extraterritorial jurisdiction of a municipality is subject to any applicable limitation prescribed by an agreement under Section 242.001 or by Section 242.002.

Added by Acts 2003, 78th Leg., ch. 523, Sec. 7, eff. June 20, 2003.

SUBCHAPTER C. SUBDIVISION PLATTING REQUIREMENTS IN CERTAIN  
ECONOMICALLY DISTRESSED COUNTIES

Sec. 232.071. APPLICABILITY. This subchapter applies only to the subdivision of land located:

- (1) outside the corporate limits of a municipality; and
- (2) in a county:
  - (A) in which is located a political subdivision that is eligible for and has applied for financial assistance under Section 15.407, Water Code, or Subchapter K, Chapter 17, Water Code; and
  - (B) to which Subchapter B does not apply.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 404, Sec. 21, eff. Sept. 1, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. [927](#), Sec. 14, eff. September 1, 2005.

Sec. 232.072. PLAT REQUIRED. (a) The owner of a tract of land that divides the tract in any manner that creates lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. A subdivision of a tract under this section includes a subdivision of real property by any method of conveyance, including a contract for deed, oral contract, contract of sale, or other type of executory contract, regardless of whether the subdivision is made by using a metes and bounds description.

(b) A plat required under this section must:

- (1) include on the plat or have attached to the plat a document containing a description of the water and sewer service facilities that will be constructed or

installed to service the subdivision and a statement of the date by which the facilities will be fully operable; and

(2) have attached to the plat a document prepared by an engineer registered to practice in this state certifying that the water and sewer service facilities described by the plat or the document attached to the plat are in compliance with the model rules adopted under Section 16.343, Water Code.

(c) A plat required under this section must be filed and recorded with the county clerk of the county in which the tract is located. The plat is subject to the filing and recording provisions of Section 12.002, Property Code.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997.

Sec. 232.073. APPROVAL BY COUNTY REQUIRED. (a) A plat filed under Section 232.072 is not valid unless the commissioners court of the county in which the land is located approves the plat by an order entered in the minutes of the court. The commissioners court shall refuse to approve a plat if it does not meet the requirements prescribed by or under this subchapter or if any bond required under this subchapter is not filed with the county clerk.

(b) The commissioners court of the county in which the land is located may establish a planning commission as provided by Subchapter D. The planning commission, including its findings and decisions, is subject to the same provisions applicable to the commissioners court under this subchapter, including Section 232.078 relating to conflicts of interest.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 404, Sec. 22, eff. Sept. 1, 1999.

Sec. 232.074. BOND REQUIREMENTS. (a) Unless a person has completed the installation of all water and sewer service facilities required by this subchapter on the date that person applies for final approval of a plat under Section 232.073, the commissioners court shall require the subdivider of the tract to execute and maintain in effect a bond or, in the alternative, a person may make a cash deposit in an amount the commissioners court determines will ensure compliance with this subchapter. A person may not meet the requirements of this subsection through the use of a letter of credit unless that letter of credit is irrevocable and issued by an institution guaranteed by the Federal Deposit Insurance Corporation. The subdivider must comply with the requirement before subdividing the tract.

(b) The bond must be conditioned on the construction or installation of water and sewer service facilities that will be in compliance with the model rules adopted under Section 16.343, Water Code.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997.

Sec. 232.075. WATER AND SEWER SERVICE EXTENSION. (a) The commissioners court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the water and sewer service facilities must be fully operable if the commissioners court finds the extension is reasonable and not contrary to the public interest.

(b) The commissioners court may not grant an extension under Subsection (a) if it would allow an occupied residence to be without water or sewer services.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997.

Sec. 232.076. CERTIFICATION REGARDING COMPLIANCE WITH PLAT REQUIREMENTS. (a) On the approval of a plat by the commissioners court, the commissioners court shall issue to the person applying for the approval a certificate stating that the plat has been reviewed and approved by the commissioners court.

(b) On its own motion or on the written request of a subdivider, an owner or resident of a lot in a subdivision, or an entity that provides a utility service, the commissioners court shall:

(1) determine whether a plat is required under this subchapter for an identified tract of land that is located within the jurisdiction of the county; and

(2) if a plat is required for the identified tract, determine whether a plat has been reviewed and approved by the commissioners court.

(c) The request made under Subsection (b) must adequately identify the land that is the subject of the request.

(d) Whenever a request is made under Subsection (b), the commissioners court shall issue the requesting party a written certification of its determinations.

(e) The commissioners court shall make its determinations within 20 days after the date it receives the request under Subsection (b) and shall issue the certificate, if appropriate, within 10 days after the date the determinations are made.

(f) The commissioners court may adopt rules it considers necessary to administer its duties under this section.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997.

Sec. 232.077. CONNECTION OF UTILITIES IN CERTAIN COUNTIES. (a) This section applies only to a tract of land for which a plat is required under this subchapter.

(b) An entity described by Subsection (c) may not serve or connect any land with water, sewer, electricity, gas, or other utility service unless the entity has been presented with or otherwise holds a certificate applicable to the land issued under Section 232.076 stating that a plat has been reviewed and approved for the land.

(c) The prohibition established by Subsection (b) applies only to:

(1) a municipality, and officials of the municipality, that provides water, sewer, electricity, gas, or other utility service;

(2) a municipally owned or municipally operated utility that provides any of those services;

(3) a public utility that provides any of those services;

(4) a water supply or sewer service corporation organized and operating under Chapter 67, Water Code, that provides any of those services;

(5) a county that provides any of those services; and

(6) a special district or authority created by or under state law that provides any of those services.

(d) The prohibition established by Subsection (b) applies only to land that an entity described by Subsection (c) first serves or first connects with services:

- (1) between September 1, 1989, and June 16, 1995; or
- (2) after the effective date of this subchapter.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 62, Sec. 18.36, eff. Sept. 1, 1999.

Sec. 232.0775. COUNTY INSPECTOR. (a) The commissioners court may impose a fee on a subdivider of property under this subchapter for an inspection of the property to ensure compliance with the subdivision regulations adopted under this subchapter, Section 16.343, Water Code, or other law.

(b) Fees collected under this section may be used only to fund inspections conducted under this section.

Added by Acts 1999, 76th Leg., ch. 404, Sec. 23, eff. Sept. 1, 1999.

Sec. 232.078. CONFLICT OF INTEREST; PENALTY. (a) In this section, "subdivided tract" means a tract of land, as a whole, that is subdivided into tracts or lots. The term does not mean an individual lot in a subdivided tract of land.

(b) A person has an interest in a subdivided tract if the person:

- (1) has an equitable or legal ownership interest in the tract;

- (2) acts as a developer of the tract;

- (3) owns voting stock or shares of a business entity that:

- (A) has an equitable or legal ownership interest in the tract; or

(B) acts as a developer of the tract; or  
(4) receives in a calendar year money or any thing of value from a business entity described by Subdivision (3).

(c) A person also is considered to have an interest in a subdivided tract if the person is related in the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a person who, under Subsection (b), has an interest in the tract.

(d) If a member of the commissioners court has an interest in a subdivided tract, the member shall file, before a vote or decision regarding the approval of a plat for the tract, an affidavit with the county clerk stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk.

(e) A member of the commissioners court of a county commits an offense if the member violates Subsection (d). An offense under this subsection is a Class A misdemeanor.

(f) The finding by a court of a violation of this section does not render voidable an action of the commissioners court unless the measure would not have passed the commissioners court but for the vote of the member who violated this section.

(g) A conviction under Subsection (e) constitutes official misconduct by the member and is grounds for removal from office.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997.

Sec. 232.079. CIVIL PENALTIES. (a) A subdivider or an agent of a subdivider may not cause, suffer, allow, or permit a lot to be sold in a subdivision if the subdivision has not been platted as required by this subchapter.

(b) A subdivider who fails to provide, in the time and manner described in the plat, for the construction or installation of water or sewer service facilities described on the plat or on the document attached to the plat or who otherwise violates this subchapter or a rule or requirement adopted by the commissioners court under this subchapter is subject to a civil penalty of not less than \$500 or more than \$1,000 for each violation and for each day of a continuing violation but not to exceed \$5,000 each day and shall also pay court costs, investigative costs, and attorney's fees for the governmental entity bringing the suit.

(c) Venue for an action under this section is in a district court of Travis County, a district court in the county in which the defendant resides, or a district court in the county in which the violation or threat of violation occurs.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997.

Sec. 232.080. ENFORCEMENT. (a) The attorney general, or the district attorney, criminal district attorney, or county attorney, may take any action necessary in a court of competent jurisdiction on behalf of the state or on behalf of residents to:

(1) enjoin the violation or threatened violation of applicable model rules adopted under Section 16.343, Water Code;

(2) enjoin the violation or threatened violation of a requirement of this subchapter or a rule adopted by the commissioners court under this subchapter;

(3) recover civil or criminal penalties, attorney's fees, litigation costs, and investigation costs; and

(4) require platting as required by this subchapter.

(b) During the pendency of any enforcement action brought, any resident of the affected subdivision, or the attorney general, district attorney, or county attorney on behalf of a resident, may file a motion against the provider of utilities to halt termination of preexisting utility services. The services may not be terminated if the court makes an affirmative finding after hearing the motion that termination poses a threat to public health or to the health, safety, or welfare of the residents. This subsection does not prohibit a provider of utilities from terminating services under other law to a resident who has failed to timely pay for services.

(c) This subchapter is subject to the applicable enforcement provisions prescribed by Sections 16.352, 16.353, 16.354, and 16.3545, Water Code.

Added by Acts 1997, 75th Leg., ch. 377, Sec. 1, eff. Sept. 1, 1997. Amended by Acts 1999, 76th Leg., ch. 404, Sec. 24, eff. Sept. 1, 1999.

Sec. 232.081. AMENDING PLAT. The commissioners court may approve and issue an amending plat under this subchapter in the same manner, for the same purposes, and subject to the same related provisions as provided by Section 232.011.

Added by Acts 2007, 80th Leg., R.S., Ch. [1390](#), Sec. 3, eff. September 1, 2007.

**Exhibit 9**  
**Local Government Code**  
**Chapter 242 Excerpts**

LOCAL GOVERNMENT CODE

TITLE 7. REGULATION OF LAND USE, STRUCTURES, BUSINESSES, AND RELATED  
ACTIVITIES

SUBTITLE C. REGULATORY AUTHORITY APPLYING TO MORE THAN ONE TYPE OF  
LOCAL GOVERNMENT

CHAPTER 242. AUTHORITY OF MUNICIPALITY AND COUNTY TO REGULATE  
SUBDIVISIONS IN AND OUTSIDE MUNICIPALITY'S EXTRATERRITORIAL  
JURISDICTION

Sec. 242.001. REGULATION OF SUBDIVISIONS IN EXTRATERRITORIAL  
JURISDICTION GENERALLY. (a) This section applies only to a county  
operating under Sections 232.001-232.005 or Subchapter B, C, or E,  
Chapter 232, and a municipality that has extraterritorial jurisdiction  
in that county. Subsections (b)-(g) do not apply:

(1) within a county that contains extraterritorial  
jurisdiction of a municipality with a population of 1.9 million or  
more;

(2) within a county within 50 miles of an international  
border, or to which Subchapter C, Chapter 232, applies; or

(3) to a tract of land subject to a development agreement  
under Subchapter G, Chapter 212, or other provisions of this code.

(b) For an area in a municipality's extraterritorial  
jurisdiction, as defined by Section 212.001, a plat may not be filed  
with the county clerk without the approval of the governmental entity  
authorized under Subsection (c) or (d) to regulate subdivisions in the  
area.

(c) Except as provided by Subsections (d)(3) and (4), a  
municipality and a county may not both regulate subdivisions and  
approve related permits in the extraterritorial jurisdiction of a  
municipality after an agreement under Subsection (d) is executed. The  
municipality and the county shall enter into a written agreement that  
identifies the governmental entity authorized to regulate subdivision  
plats and approve related permits in the extraterritorial  
jurisdiction. For a municipality in existence on September 1, 2001,

the municipality and county shall enter into a written agreement under this subsection on or before April 1, 2002. For a municipality incorporated after September 1, 2001, the municipality and county shall enter into a written agreement under this subsection not later than the 120th day after the date the municipality incorporates. On reaching an agreement, the municipality and county shall certify that the agreement complies with the requirements of this chapter. The municipality and the county shall adopt the agreement by order, ordinance, or resolution. The agreement must be amended by the municipality and the county if necessary to take into account an expansion or reduction in the extraterritorial jurisdiction of the municipality. The municipality shall notify the county of any expansion or reduction in the municipality's extraterritorial jurisdiction. Any expansion or reduction in the municipality's extraterritorial jurisdiction that affects property that is subject to a preliminary or final plat, a plat application, or an application for a related permit filed with the municipality or the county or that was previously approved under Section 212.009 or Chapter 232 does not affect any rights accrued under Chapter 245. The approval of the plat, any permit, a plat application, or an application for a related permit remains effective as provided by Chapter 245 regardless of the change in designation as extraterritorial jurisdiction of the municipality.

(d) An agreement under Subsection (c) may grant the authority to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of a municipality as follows:

(1) the municipality may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction and may regulate subdivisions under Subchapter A of Chapter 212 and other statutes applicable to municipalities;

(2) the county may be granted exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction and may regulate subdivisions under Sections 232.001-232.005, Subchapter B or C, Chapter 232, and other statutes applicable to counties;

(3) the municipality and the county may apportion the area within the extraterritorial jurisdiction of the municipality with the municipality regulating subdivision plats and approving related

permits in the area assigned to the municipality and the county regulating subdivision plats and approving related permits in the area assigned to the county; or

(4) the municipality and the county may enter into an interlocal agreement that:

(A) establishes one office that is authorized to:

(i) accept plat applications for tracts of land located in the extraterritorial jurisdiction;

(ii) collect municipal and county plat application fees in a lump-sum amount; and

(iii) provide applicants one response indicating approval or denial of the plat application; and

(B) establishes a single set of consolidated and consistent regulations related to plats, subdivision construction plans, and subdivisions of land as authorized by Chapter 212, Sections 232.001-232.005, Subchapters B and C, Chapter 232, and other statutes applicable to municipalities and counties that will be enforced in the extraterritorial jurisdiction.

(e) In an unincorporated area outside the extraterritorial jurisdiction of a municipality, the municipality may not regulate subdivisions or approve the filing of plats, except as provided by The Interlocal Cooperation Act, Chapter 791, Government Code.

(f) If a certified agreement between a county and municipality as required by Subsection (c) is not in effect on or before the applicable date prescribed by Section 242.0015(a), the municipality and the county must enter into arbitration as provided by Section 242.0015. If the arbitrator or arbitration panel, as applicable, has not reached a decision in the 60-day period as provided by Section 242.0015, the arbitrator or arbitration panel, as applicable, shall issue an interim decision regarding the regulation of plats and subdivisions and approval of related permits in the extraterritorial jurisdiction of the municipality. The interim decision shall provide for a single set of regulations and authorize a single entity to regulate plats and subdivisions. The interim decision remains in effect only until the arbitrator or arbitration panel reaches a final decision.

(g) If a regulation or agreement adopted under this section relating to plats and subdivisions of land or subdivision development

establishes a plan for future roads that conflicts with a proposal or plan for future roads adopted by a metropolitan planning organization, the proposal or plan of the metropolitan planning organization prevails.

(h) This subsection applies only to a county to which Subsections (b)-(g) do not apply, except that this subsection does not apply to a county subject to Section 242.002. For an area in a municipality's extraterritorial jurisdiction, as defined by Section 212.001, a plat may not be filed with the county clerk without the approval of both the municipality and the county. If a municipal regulation and a county regulation relating to plats and subdivisions of land conflict, the more stringent regulation prevails. However, if one governmental entity requires a plat to be filed for the subdivision of a particular tract of land in the extraterritorial jurisdiction of the municipality and the other governmental entity does not require the filing of a plat for that subdivision, the authority responsible for approving plats for the governmental entity that does not require the filing shall issue on request of the subdivider a written certification stating that a plat is not required to be filed for that subdivision of the land. The certification must be attached to a plat required to be filed under this subsection.

(i) Property subject to pending approval of a preliminary or final plat application filed after September 1, 2002, that is released from the extraterritorial jurisdiction of a municipality shall be subject only to county approval of the plat application and related permits and county regulation of that plat. This subsection does not apply to the simultaneous exchange of extraterritorial jurisdiction between two or more municipalities or an exchange of extraterritorial jurisdiction that is contingent on the subsequent approval by the releasing municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(c), 87(n), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 1428, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 404, Sec. 26, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 736, Sec. 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1028, Sec. 1, eff. Sept. 2001; Acts 2003, 78th Leg., ch. 523, Sec. 1, 3(a), 4, eff. June 20, 2003.

Sec. 242.0015. ARBITRATION REGARDING SUBDIVISION REGULATION AGREEMENT. (a) This section applies only to a county and a municipality that are required to make an agreement as described under Section 242.001(f). If a certified agreement between a county and a municipality with an extraterritorial jurisdiction that extends 3.5 miles or more from the corporate boundaries of the municipality is not in effect on or before January 1, 2004, the parties must arbitrate the disputed issues. If a certified agreement between a county and a municipality with an extraterritorial jurisdiction that extends less than 3.5 miles from the corporate boundaries of the municipality is not in effect on or before January 1, 2006, the parties must arbitrate the disputed issues. A party may not refuse to participate in arbitration requested under this section. An arbitration decision under this section is binding on the parties.

(b) The county and the municipality must agree on an individual to serve as arbitrator. If the county and the municipality cannot agree on an individual to serve as arbitrator, the county and the municipality shall each select an arbitrator and the arbitrators selected shall select a third arbitrator.

(c) The third arbitrator selected under Subsection (b) presides over the arbitration panel.

(d) Not later than the 30th day after the date the county and the municipality are required to have an agreement in effect under Section 242.001(f), the arbitrator or arbitration panel, as applicable, must be selected.

(e) The authority of the arbitrator or arbitration panel is limited to issuing a decision relating only to the disputed issues between the county and the municipality regarding the authority of the county or municipality to regulate plats, subdivisions, or development plans.

(f) Each party is equally liable for the costs of an arbitration conducted under this section.

(g) The arbitrator or arbitration panel, as applicable, shall render a decision under this section not later than the 60th day after the date the arbitrator or arbitration panel is selected. If after a good faith effort the arbitrator or panel has not reached a decision

as provided under this subsection, the arbitrator or panel shall continue to arbitrate the matter until the arbitrator or panel reaches a decision.

(h) A municipality and a county may not arbitrate the subdivision of an individual plat under this section.

Added by Acts 2003, 78th Leg., ch. 523, Sec. 5, eff. June 20, 2003.

Sec. 242.002. REGULATION OF SUBDIVISIONS IN POPULOUS COUNTIES OR CONTIGUOUS COUNTIES. (a) This section applies only to a county operating under Section 232.006.

(b) For an area in a municipality's extraterritorial jurisdiction, as defined by Section 212.001, a subdivision plat may not be filed with the county clerk without the approval of the municipality.

(c) In the extraterritorial jurisdiction of a municipality, the municipality has exclusive authority to regulate subdivisions under Subchapter A of Chapter 212 and other statutes applicable to municipalities.

(d) In an unincorporated area outside the extraterritorial jurisdiction of a municipality, the municipality may not regulate subdivisions or approve the filing of plats, except as provided by The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(d), 87(o), eff. Aug. 28, 1989; Acts 2001, 77th Leg., Ch. 669, Sec. 77, eff. Sept. 1, 2001.

**Exhibit 10**  
**Texas Water Code**  
**Section 16.343**

WATER CODE

TITLE 2. WATER ADMINISTRATION

SUBTITLE C. WATER DEVELOPMENT

CHAPTER 16. PROVISIONS GENERALLY APPLICABLE TO WATER  
DEVELOPMENT

SUBCHAPTER J. ECONOMICALLY DISTRESSED AREAS

Sec. 16.343. MINIMUM STATE STANDARDS AND MODEL POLITICAL SUBDIVISION RULES. (a) The board shall, after consultation with the attorney general and the commission, prepare and adopt model rules to assure that minimum standards for safe and sanitary water supply and sewer services in residential areas of political subdivisions, including rules of any state agency relating to septic tanks and other waste disposal systems, are met.

(b) The model rules must:

(1) assure that adequate drinking water is available to the residential areas in accordance with Chapter 341, Health and Safety Code, and the Rules and Regulations for Public Water Systems and the Drinking Water Standards Governing Water Quality and Reporting Requirements for Public Water Supply Systems adopted by the commission and other law and rules applicable to drinking water; and

(2) provide criteria applicable to tracts that were divided into two or more parts to lay out a subdivision and were not platted or recorded before September 1, 2005.

(c) The model rules must:

(1) assure that adequate sewer facilities are available to the residential areas through either septic tanks or an organized sewage disposal system that is a

publicly or privately owned system for the collection, treatment, and disposal of sewage operated in accordance with the terms and conditions of a valid waste discharge permit issued by the commission or private sewage facilities in accordance with Chapter 366, Health and Safety Code, and the Construction Standards for On-Site Sewerage Facilities adopted by the commission and other law and rules applicable to sewage facilities; and

(2) provide criteria applicable to tracts that were divided into two or more parts to lay out a subdivision and were not platted or recorded before September 1, 2005.

(d) The model rules must prohibit the establishment of residential developments with lots of five acres or less in the political subdivision without adequate water supply and sewer services. Also, the model rules must prohibit more than one single-family, detached dwelling to be located on each lot.

(e) The model rules must provide criteria governing the distance that structures must be set back from roads or property lines to ensure proper operation of water supply and sewer services and to reduce the risk of fire hazards.

(f) Repealed by Acts 2005, 79th Leg., Ch. 927, Sec. 15, eff. September 1, 2005.

(g) Before an application for funds under Section 15.407 or Subchapter P, Chapter 15, or Subchapter K, Chapter 17, may be considered by the board, a political subdivision must adopt the model rules pursuant to this section. If the applicant is a district, nonprofit water supply corporation, or colonia, the applicant must be located in a city or county that has adopted such rules. Applicants for funds under Section 15.407 or Subchapter P, Chapter 15, or Subchapter K, Chapter 17, may not receive funds under those provisions unless the applicable political subdivision adopts and enforces the model rules.

Added by Acts 1989, 71st Leg., ch. 624, Sec. 2.13. Amended by Acts 1991, 72nd Leg., ch. 14, Sec. 284(71), (78), eff. Sept. 1, 1991; Acts 1991, 72nd Leg., ch. 422, Sec. 5, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 648, Sec. 4, eff. Sept. 1, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 11.290, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 979, Sec. 15, eff. June 16, 1995; Acts 1999, 76th Leg., ch. 404, Sec. 34, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1234, Sec. 27, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. [927](#), Sec. 3, eff. September 1, 2005.

Acts 2005, 79th Leg., Ch. [927](#), Sec. 15, eff. September 1, 2005.

For expiration of Subsections (d), (e), (f), (g), (h), and (i), see Subsection (i).

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

**SUBJECT:** Report on the economic development reorganization proposal and appointment of a representative of the City of Kerrville to the economic development governing body and consider funding allocation to KEDF in the amount of \$25,000.

**FOR AGENDA OF:** March 23, 2010    **DATE SUBMITTED:** March 18, 2010

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

**EXHIBITS:** None

**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>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

---

**SUMMARY STATEMENT**

Since the City Council voted unanimously to accept the Economic Development Task Force's recommendation for the reorganization of the local economic development program, the task force has been making presentations to each of the other 8 entities affected. This includes KEDF.

Each of the other members except Kerr County will have met to consider the reorganization concept by this meeting. Kerr County has this item on their agenda of Monday, March 22, 2010, for consideration of the recommendation and appointment of a governing body member.

As of the date of this memorandum the task force's recommendation had been accepted by the CVB, KEDF Board, Chamber of Commerce and EIC.

In its deliberation KEDF voted to accept the task force recommendation and to amend its bylaws and organizational structure provided that the concept was accepted by all participating partners and that the process initiated to move forward with the new program. Of special need by the KEDF is the submission of financial pledges that are needed to keep economic development operations

going while the reorganization process is underway. To date only \$52,000 of the \$177,000 in pledges have been forthcoming and the KEDF is projected to have expended all of its funds by the beginning of May. It is important that KEDF continue operations while the new program is implemented.

**RECOMMENDED ACTION**

Appoint an individual to represent the City of Kerrville on the Economic Development Governing Body and authorize the city manager to fund the allocation to KEDF in the amount of \$25,000.

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

---

**SUBJECT:** Final selection of a city logo

**FOR AGENDA OF:** March 23, 2010 **DATE SUBMITTED:** March 18, 2010

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

**EXHIBITS:**

**AGENDA MAILED TO:**

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

---

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

---

**SUMMARY STATEMENT**

For past several months staff has been working on a possible new or redesigned log. Numerous community leaders have given their time to serve on committees to develop the logo.

Staff will present the logo designs for review and discussion with the recommendation councilmembers select a final design.

**RECOMMENDED ACTION**

Select final logo design.

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

---

**SUBJECT:** Review of Public Art Policy and Guidelines

**FOR AGENDA OF:** March 23, 2010    **DATE SUBMITTED:** March 11, 2010

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

**EXHIBITS:** Public Art Guidelines and Call to Artist Application and Guidelines

**AGENDA MAILED TO:**

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

---

<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>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

*ju for  
Mindy  
Wendele*

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

---

**SUMMARY STATEMENT**

The Main Street Advisory Board develops a Program of Work each year establishing priorities for committee activities. With the completion of the Welcome Sign at IH 10 and SH 16, the MSAB turned their focus towards a public art project. Acknowledging our community was void of public art, the Design Committee has researched and developed a Public Art Policy to encourage pieces of art to be placed throughout the Main Street District.

The project has two specific objectives. The first objective would be to engage the art community to create a signature piece of art that would be commissioned by Kerrville Main Street. Construction and placement would be funded by proceeds from Mardi Gras on Main. The second objective would be to promote other organizations to participate so other art pieces could be purchased and placed in the District to maximize our tourism potential.

**RECOMMENDED ACTION**

Accept and approve Public Art Guidelines

# City of Kerrville Public Art Guidelines



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



THE CITY OF  
KERRVILLE, TEXAS

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## Public Art Guidelines

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## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### EXECUTIVE SUMMARY

People who inhabit, use and enjoy public places and spaces deserve them to be distinctive, special and appropriate. Public Art has long been used as a powerful and dynamic tool in regenerating or celebrating those places and spaces.

Public Art is changing. Most of us are probably familiar with commemorative or ceremonial examples of Public Art, and these can still be appropriate.

However, Public Art has evolved, and is becoming an art form in and of itself – Public Art is also a mechanism or a principle of improving or affecting an environment through the arts. It refers to artists and craftspeople working within the built or natural environment to give added value to places and spaces by investing them with character, social relevance and visual stimulation.

Public Art is also being commissioned within strategies to address the uses and users of a space, resulting in works which are designed to create feelings of security, encourage or discourage particular uses, stimulate, amuse, calm, act as a focal point, en-

courage directions, engage a particular community of interest, stimulate pride of place.

Public Art is becoming integrated within developments, and Public Artists taking a place on design teams, where resulting works can include landscaping, traffic calming, paving, lighting, signage, street furniture, glass, banners, boundary treatments and security features. Works may be permanent or temporary, and be created using traditional and contemporary media and processes.

**'Public Art refers to artists and craftspeople working within the built or natural environment to give added value to places and spaces by investing them with character, social relevance and visual stimulation'**

As a sub-committee of the Main Street Advisory Board, the **Public Art Committee** will use the guidelines set forth in this document to direct and manage all future public art projects in the City of Kerrville. The **Public Art**

**Committee** will make recommendations to City Council for the following: Potential Public Art location(s), themes, artists, budgets, timelines, and maintenance of finished pieces.



## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### BENEFITS AND APPLICATIONS

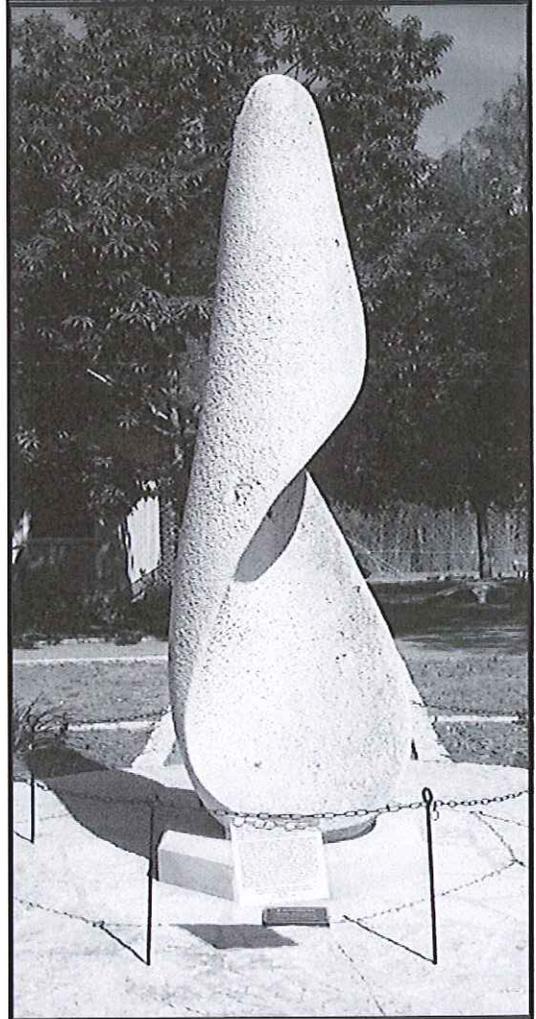
Art in public places is usually created by artists and craftspeople for a particular place, commissioned by working in collaboration with other professionals such as architects, landscape designers, planners, developers, house builders and arts officers. Where appropriate, the artist may work with some of the people who will use or be affected by the site and the installation.

Although the traditional notion of Public Art as a statue on a plinth can still be effective, public art is now becoming integrated within developments, and features can take the form of lighting, seating, street furniture, glass-works, banners, railings and security features, signage, new media, and temporary or community projects.

Many cities and private sector organizations are now recognizing the benefits of Public Art. The City of Kerrville is among them and has adopted these guidelines for public art to define the parameters for the program in Kerrville.

Schemes of lasting quality and enjoyment can benefit all partners and stakeholders. This requires forethought, planning time, a mechanism that suits everyone, and commitment.

These notes are designed to offer guidelines in commissioning public artworks.



*Promise—Carved Stone—By Dean Mitchell—Riverside Nature Center—Kerrville, TX*



## CITY OF KERRVILLE - PUBLIC ART GUIDELINES

### IDENTIFYING SUITABLE SCHEMES & LOCATIONS

What constitutes Public Art, especially if it is integrated within design or architectural features? The following criteria offer guidance. They are not prescriptive but act as a checklist.

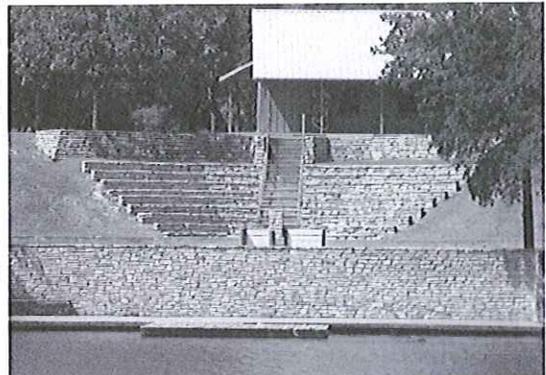
- The project is commissioning a professional artist or craftsman
  - Even if integrated, the work of the artist can be separately identified
  - The artwork should be unique
  - The feature or artwork should enhance the use, enjoyment or interpretation of the site in a creative, aesthetic and singular way
  - The work may be created for a particular place, commissioned by or working in collaboration with others such as architects, landscape designers, planners, developers, arts officers, and community representatives
- Transportation schemes, new roads, roundabouts, future public transit, walking or biking trails.
  - Landscaping, woodland, park and public open space schemes
  - Major road intersections and city signage

Not all successful Public Art arises from major schemes. A very small scheme may offer opportunities to enhance the character of a neighborhood, or set a standard and model for future development.

#### POSSIBLE LOCATIONS IN KERRVILLE

Locations that offer scope for public art projects include:

- Downtown and central city redevelopment, new pedestrian zones
- Major new developments
- Schools and housing developments, and community facilities
- Heritage, cultural and tourism initiatives



*Outdoor Amphitheater On the Guadalupe River—Kerrville Schreiner Park—Kerrville, TX*



THE CITY OF  
KERRVILLE, TEXAS

## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### PROJECT MANAGEMENT & BRIEF DEVELOPMENT

Project management needs for each project including technical and installation aspects, will be determined and accounted for on a project by project basis. Large or complex schemes may be advised to employ a Public Art project manager. Each project must make provisions for:

- Management and budgeting systems
- Setting up a brief
- Insurance and maintenance plans
- Selection, appointment and contracting of the artist(s)
- Achieving planning consent if required, and other legal aspects
- Installation and documentation

The **Business Programs Office** will aid in the management of each public art project, and will be the direct liaison to the artist team. As such, the City Manager and Council will be kept up to date on details of each project through this department. If the Public Art Committee is needed for input, the Business Programs representative will call a meeting.

#### HOW TO WRITE A BRIEF

The brief does not need to be lengthy, but should contain all relevant information and requirements. Briefs should strike a balance between being open enough to allow an artist room to be an artist, and detailed enough to ensure a professional outcome.

A Public Art project should not be used to distract from poor quality architecture or design. It cannot tackle issues

and problems beyond the means of a single piece of work (e.g. 'To banish all vandalism forever').

A good, constructive brief, however, should give the artist context, background and technical information, and let them know what is needed and expected of them and of the resulting artwork. This will lead to the commissioner having confidence that aesthetic, technical, maintenance and timetabling issues are agreed and will be carried out. The following is a checklist of headings for an artist brief:

- The aims of the commission (e.g. enhancing a site, providing a focal point)
- The exact nature of the site and its intended use and users with site plan if relevant
- Relevant historical, social or other contextual detail
- The role of the artist and possible themes for the artists consideration
- Any community or public involvement required
- Any specifications about materials, perhaps for reasons of availability, durability, environmental concern or aesthetics, and information on acceptable styles
- Any constraints on the project
- The design team that the artist will collaborate with
- The budget for design, production and installation
- Planning permission requirements
- Maintenance requirements
- The selection procedure



## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### THE ROLE OF THE ARTIST

The quality and content of the artist's work is important to a project. Their ability to communicate and to collaborate with others involved in the process is critical. Recognizing professional status is important in attracting the best artists to work on Public Art projects. Artists should be treated as peers in their work with planners, architects and other professionals. They should also be given realistic timelines for design ideas and creation of supporting material.

It is important that commissioning bodies acquire the knowledge to be able to locate suitable artists for each project and to use them in the right context.

#### ARTIST AS DESIGNER

Artists can create a design for a prototype, which can be made in limited edition. Examples of this approach exist with design for street signs, lighting columns and brick paving.

#### ARTIST AS DESIGNER & MAKER

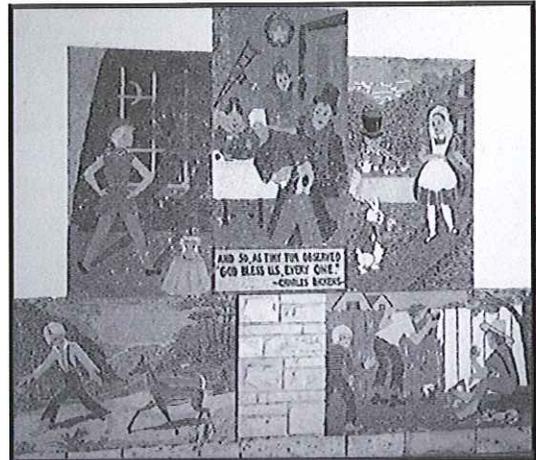
Artists and craftspeople more commonly design and fabricate work themselves or with sub-contractors. The artist will be responsible for production, completion and usually installation, perhaps working with a foundry, or quarry.

#### ARTIST ON DESIGN TEAM

An effective way to develop a building or landscape project is to employ an artist as a member of the design team. They offer creative lateral solutions to design issues and can add skills and value to the collaborative process.

#### LEAD ARTIST

The main function of a lead artist is to manage the Public Art element of a project and its interrelation to other concerns of the project. The artist may be commissioned to produce their own work, but primarily they would oversee the artistic development of styles, themes and commissions of other artists which will benefit the distinctive identity of the development.



Wall Mural—Mosaic—Butt Holdsworth Memorial Library—Kerrville, TX



THE CITY OF  
KERRVILLE, TEXAS

## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### ARTIST SELECTION METHODS

There are various methods of selecting or commissioning an artist.

Any of the following may be used, depending upon the requirements of a particular project. Which may include, but are not limited to budget, timeline, location, and scope of work.

#### Direct invitation or approach

This is where an artist is directly invited to submit a proposal. Payment is made for the research and design stage. This is a good model in circumstances where a brief is clear-cut, or in projects where the timeline may preclude the advertising of the commission. It can be the best model where a commission would be enhanced by the work or reputation of a particular artist.

#### Limited competition

A small number of artists are asked to develop and submit proposals for a site following a site visit and delivery of the artists brief. A fee is paid to each artist for a proposal — a figure of \$250 is reasonable for outline ideas, drawing, model, draft budget, timeline and maintenance schedule. The fundraising efforts of the Main Street Program will be used to cover these costs.

It will be the responsibility of the **Public Art Committee** to determine the appropriate number of artists for each project to keep this cost to a minimum. The artwork content of a proposal will normally remain the property of the artist on completion of the project.

#### Open Competition

The competition is announced by placing advertisements briefly describing the site and/or notifying local artists through direct contact.

Possible media outlets may include:

- ART LIES—A Contemporary Art Quarterly
- Glasfire.com—Journal of visual arts in Texas
- Deep in the Art of Texas—Artists Blog
- Artnet.com
- Texas Artist Magazine
- The Museum of Western Art

The full artists brief is not sent out at this stage. Artists are invited to send up to six slides or images showing examples of recent or relevant work (which should be returnable), and a CD. **The Public Art Committee** will then select a small number of these artists.

The artists are then paid a small fee to draw up proposals exactly as in a limited competition. This may be the best method to ensure equality of opportunity. Commercial developers have used the open competition very successfully to gain positive publicity for the site from the outset.



CITY OF KERRVILLE — PUBLIC ART GUIDELINES

THE COMMISSIONING PROCESS

**The Selection Panel**

The work should be commissioned to agreed criteria by appropriate representatives of the commissioning body, with the necessary information and authority to make decisions and to make sure those decisions are honored. A **Selection Panel** may include:

- The Public Art Committee
- An arts officer or professional public art consultant
- A representative of the local community
- A City Representative
- An architect

This is not an exhaustive or prescriptive list, and not all these people may be needed to commission.

Members of the Selection Panel should be involved from the earliest stage in the selection process and should see the process stages through to completion. Whenever possible, consensus over the final decision should be reached.

The Selection Panel may recommend rejection of all submissions, if none are deemed satisfactory and a new pool of artists may be selected.

It is important that the Panel itself sets some criteria. The Call To Artist's Brief is a good guide. This avoids selection on the basis of personal taste and subjectivity.

**Timetable**

With Commissioning and the process of selecting the preferred artists for a given project, artists should be given 4-6 weeks

to arrive at their design submission (with expected costs). They may be offered a site visit at the beginning of that period.

With fabrication and installation, approximate timelines should be indicated in the brief, and then appropriate timetables can be negotiated, with milestones agreed and indicated within the contract. Timetables may depend upon:

- Milestones within the contract
- Involvement of sub-contractors
- Community involvement
- Scale and medium of the artwork
- The time of year
- The artist's work schedule

Development and building contracts often have complex contractual timetables, which can change. This apparent uncertainty and complexity should not deter the decision of if and when to introduce an artist into the scheme. The earlier an artist is engaged the better the results can be.

Once an artist is commissioned, however, it may be better to delay fabrication of installation until the development is well established. This avoids damage and potential vandalism. The siting and installation can also act as an opening or a launch of a scheme.



## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### BUDGET

#### The Budget May Include:

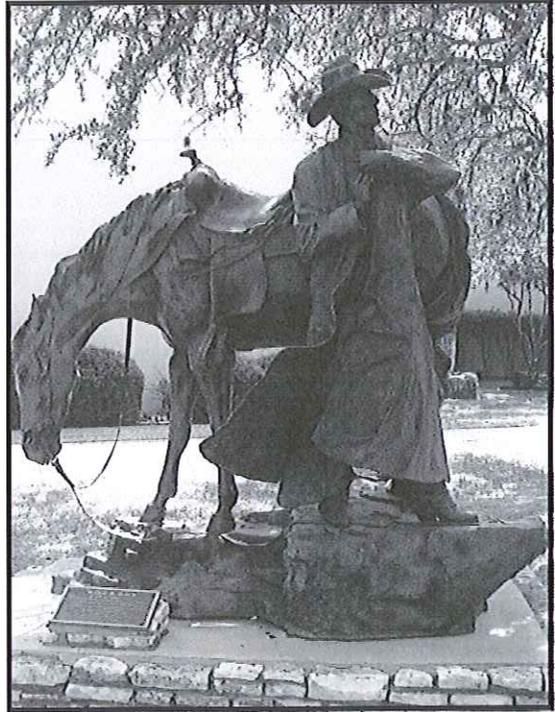
Advertising and selection costs

- Project management fees
- Artist's design fees (set at an equitable level with other professionals)
- Exhibition and presentation costs
- Artist's commission fee
- Materials and fabrication cost (The artist's fee and materials budget do not have to be separated out by the client — it can be left to the artist to identify their fee and material costs within the whole budget for design, fabrication and installation.)
- Travelling and workshop expenses
- Insurance/Public Liability and/or Professional Indemnity costs
- Installation if appropriate (site preparation, services to site, landscaping extra labor etc.)
- Transport and security costs
- Professional fees and legal costs
- Consultation costs
- Documentation, Education, Marketing and opening or launch event costs
- Maintenance costs
- VAT—Value-added tax
- Contingency

The artists program of work can also be broken down into three stages for administrative, budgeting and decision making purposes.

These are:

- Sketch scheme
- Detailed design (including budget and timetable)
- Implementation



*Wind & Rain—By William Moyers—Museum of Western Art—Kerrville, TX*



THE CITY OF  
KERRVILLE, TEXAS

## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### CONTRACTS

Contracts shall be executed prior to any work taking place. A contract will include, but will not be limited to the following:

- Definition of involved parties names and addresses
- Details of the commission, the design phase and the artists brief
- Responsibilities of the commissioner (e.g. site preparation, planning consents)
- Delivery of work, installation and insurance requirements, including professional indemnity
- Warranties and repairs
- Fees and methods of payment
- Ownership/adoption
- Risk of loss or damage
- Maintenance agreement
- Copyright, reproduction rights, credits and moral rights
- Relocation or decommissioning
- Termination of agreement
- Disputes procedure
- Schedule of work with milestones and completion date



*Children Chatting—Bronze—Kerr Arts and Cultural Center—Kerrville, TX*



## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### CONSULTATION AND COMMUNITY INVOLVEMENT

Some artists are particularly skilled in communicating ideas through presentation or workshops to generate ideas, which can be fed into the final design process.

As Kerrville continues to grow, infusing Public Art into any future development efforts should be a significant priority.

Artists must be informed at briefing stage if consultation is required and to what level. Opportunities for encouraging public awareness, or direct public involvement in a scheme, do need to be carefully managed. The integrity of the artist should be respected and equally the public should not be patronized. It must be made clear where the roles and responsibilities lie so that members of the public are not misled into thinking they are being offered opportunities to design or choose work if they are not.

#### **Benefits of Community Involvement**

- Calming fears of environmental disturbance and conveying the best intentions of the commissioner
- Development of a sense of place, local identity and community pride
- Can decrease vandalism and create concern for the local environment
- Can create a sense of ownership of the piece

#### **Responding to Community Initiatives**

Projects and schemes may not always be generated from developers. It is important to be aware of, and receptive to, initiatives which come from the community.



## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### MARKETING AND DOCUMENTATION

Cultivating and maintaining a positive media and public image is important for the Committee. Public Art projects offer excellent opportunities to promote positive messages about quality services, particularly in terms of environmental and urban improvements. It is important to maximize each scheme's potential.

The positive reporting of Public Art projects requires careful management. The timing of announcements to implement a Public Art commission, local involvement and its final unveiling is crucial to minimize any potential hostility. All parties involved in the scheme should be consulted about how best to involve the media and at what stage. If a scheme goes for formal planning approval it is crucial that the Business Programs Office staff are alerted and have comments and information available.

Documentation of the project, in the form of reports and good quality images, is very important. Wherever possible, an allowance should be made within each commission for documentation, and the Committee should set up an archive of both digital and hard copy of commissions as they arise. The disclosure of the costs of the project is a relevant matter for potential funding. It is advisable to be clear about the sources of funding for each individual project, and compare them to the overall scheme costs.

The unveiling of the work presents Public Relations opportunities.

The Committee could:

- Encourage local community organizations to arrange seminars or opportunities for architects, artists, planners and officers to discuss their scheme
- Invite prominent local people to unveil the work
- Link the launch into an existing festival or local cultural event
- Install a plaque or other permanent record of the work
- Mount a small exhibition or publish a leaflet, booklet or series of post-cards to educate and make the work more readily accessible

For all **City of Kerrville** related public art projects, a member of the Business Programs office will be responsible for handling Public Relations and Marketing efforts.



CITY OF KERRVILLE — PUBLIC ART GUIDELINES

**MAINTENANCE AND DECOMMISSIONING**

Maintenance of Public Art commissions can be a difficult issue. Much funding for Public Art is for capital requirements and maintenance is essentially a revenue cost.

The City of Kerrville requires commissioned works to be as durable and maintenance light as possible. This should be emphasized at briefing and contract level.

Major commissions should require a maintenance cost schedule from artists, along with listed finishes, and a timetable for maintenance.

It would be unreasonable to expect every work to be completely maintenance free and vandal proof, any more than any other piece of street furniture or physical object in the public realm.

If the Public Art Committee is aware of the maintenance within the area of commissioning, then they should make arrangements and agreements within those works to add in care of the artwork if appropriate. This may include power cleaning, landscape care, polishing and re-painting.

It is the responsibility of each project brief and commission to ensure that any special maintenance requirements are detailed and can be met before commissioning goes ahead. If the City will become the owner of the piece, then the city must maintain it, however if the piece is not permanent

or will at some point be returned to the artist, maintenance of the piece can be negotiated as a term of the brief or contract agreement.

Community involvement, a quality selection process and a good commission can help to reduce the threat of vandalism and high maintenance.

Sometimes changing circumstances, such as a complete change of use of a particular site, or user will necessitate decommissioning (removal, re-siting or storage) of a work.

In general, a Public Artwork should be designed to endure in a location, for as long as is appropriate given the surrounding environment, other physical objects in the space, and the use that space is intended for.

It is recommended that a "permanent" work is re-visited every generation (20-25 years), against agreed criteria, to ensure that it is still relevant and attractive in its setting.



## CITY OF KERRVILLE — PUBLIC ART GUIDELINES

### SUPPORT

Kerrville Public Art committee is a sub-committee of the Kerrville Main Street Advisory Board, part of the Business Programs Department for the City of Kerrville, Texas.

#### **Contact Information:**

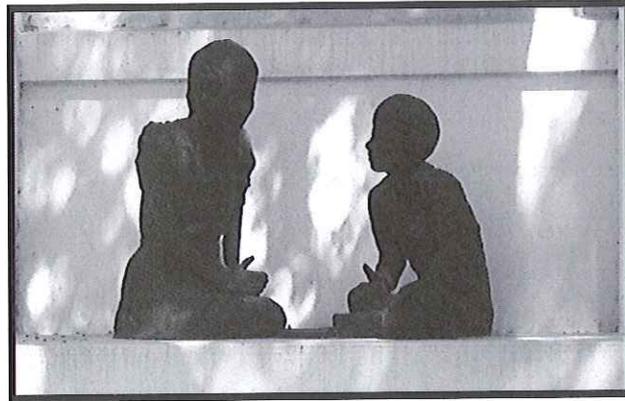
800 Junction Hwy.  
Kerrville, TX 78028  
830-792-8395  
[www.kerrvilletx.gov](http://www.kerrvilletx.gov)

#### **Review and Amendment**

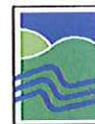
These guidelines are subject to periodic review and revision by the Public Art Committee and subsequent approval by the Kerrville City Council.



# City of Kerrville, Texas— Call to Artists



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

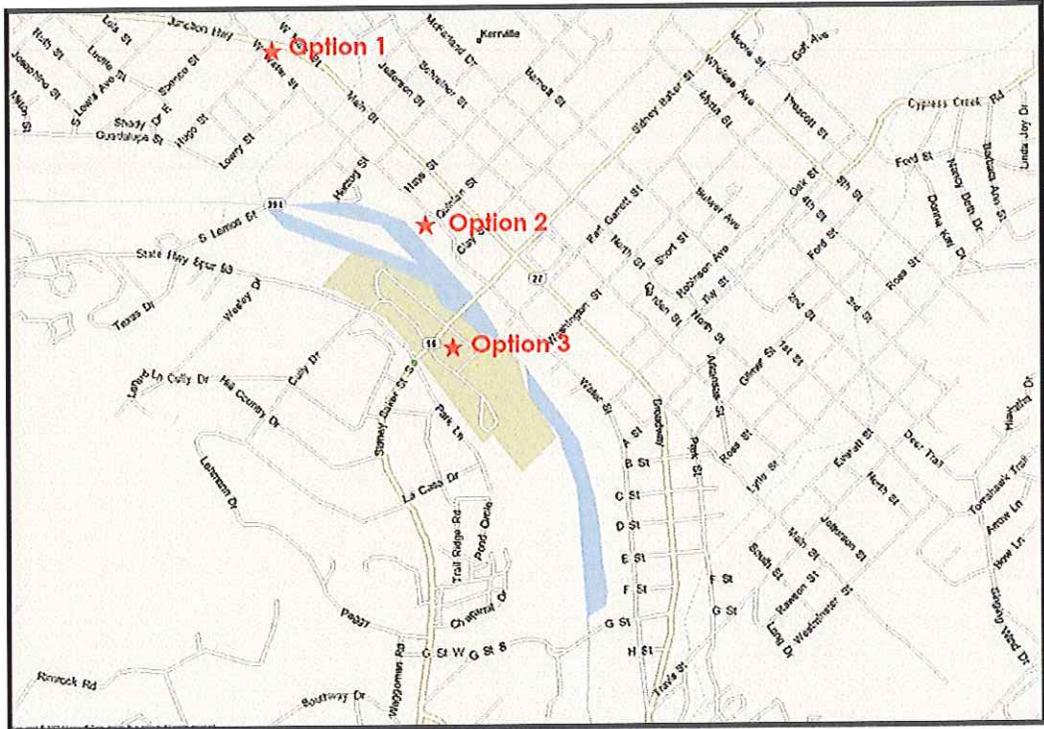


THE CITY OF  
KERRVILLE, TEXAS

## CITY OF KERRVILLE — CALL TO ARTISTS

### PROJECT OVERVIEW

The City of Kerrville invites artists/artist teams to submit qualifications for public art to be located at one of the following locations:



1. Five Points (the corner of W. Water, W. Main, and Junction Hwy.)
2. The Butt Holdsworth Memorial Library redevelopment
3. Louise Hays Park

One of these locations will serve as the initial placement for this program. 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 inaugural piece is to set the tone for an ongoing Public Art program that reflects the personality and enhances the quality of life in Kerrville.



THE CITY OF  
KERRVILLE, TEXAS

## CITY OF KERRVILLE — CALL TO ARTISTS

### PROJECT OVERVIEW

#### THE ARTWORK SHOULD:

- Provide a positive impression and lasting memory for visitors and citizens.
- Be designed and fabricated for long-term outdoor durability and ease of maintenance, including potential vandalism.

#### BUDGET AND PAYMENT SCHEDULE:

The budget for this project is \$100,000, which includes the artists design fee, travel, materials, coordination with the design consultants, fabrication costs, transportation, installation of the work and any costs or consultant fees associated with, and recommendation for the maintenance plan.

The payment schedule is as follows: 25% up front; 50% once construction has begun. (based on photo or inspection approval); and 25% upon completion of installation.

Each new public art project budget will be dependant upon fundraising successes. For this reason the Public Art Committee will have an annual budget review each March to plan for future projects.

#### CITY OF KERRVILLE SELECTION PROCESS:

##### Phase 1

Responses to this request of qualifications will be evaluated by a Selection Committee consisting of (7) voting members, including at least 1 arts professional, the 4 members of the Public Art Committee, The City Manager, and the Director of Business Programs for the City of Kerrville.

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. Artists will be notified if they are accepted into Phase 2.



## CITY OF KERRVILLE — CALL TO ARTISTS

### PROJECT OVERVIEW

#### Phase 2

The finalists chosen from the initial round of proposals will be awarded \$500 to prepare final proposals, including project drawings and/or a scale model for the proposed public art project, an itemized budget, time-line, work schedule, and installation requirements. Applicants should be mindful that the projects they propose must be done within budget and the established time frame. Finalists should formally present their proposals to the selection panel at a time and place to be determined by both parties. The selection panel will select one artist/artist team's proposal, a member of the Public Art Committee will then make its recommendation to the City Council. The City will execute a contract for services and artwork with the selected artist. The artwork becomes the property of the City of Kerrville upon installation and final payment to the selected Artist.

#### **TIMELINE:**

Call to Artists Brief distributed: August 1, 2010

Artist Selection: October, 2010

Concept approval: November, 2010

Initial payment to artist: November, 2010

Project completion: September, 2011

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

#### **SUBMISSION REQUIREMENTS:**

Please submit the following to the address below:

1. A brief, one-page printed letter of interest addressing selection criteria and highlighting particular qualifications and perceptions about the project.
2. Current resume. If applying as a team, each team member must submit a resume.
3. 10-20 jpg images of previous, relevant work.
4. Image list listing image number, name, title, etc., and a brief description.
5. Provide detailed information on the cost of the five (5) best completed commissions including total budget, change order history, references, and a time-line from start to finish.
6. Provide one (1) "quick sketch" style, laminated illustration limited to 11 x 17 to show the selection committee your initial "idea", "theme", etc. for the project. This is not a final design—just ideas to illustrate your creative thought process.
7. References. Include name, title, address, email and current daytime telephone number for each reference.
8. Self-addressed and stamped envelope for return of materials if you want them returned.
9. Mail submissions to: Public Art Program, C/O Kerrville Main Street Office, 800 Junction Hwy, Kerrville, TX 78028
10. Submission deadline: All submissions must be received no later than 5:00



THE CITY OF  
KERRVILLE, TEXAS

## CITY OF KERRVILLE — CALL TO ARTISTS

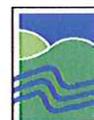
### PROJECT OVERVIEW

#### **ELIGIBILITY:**

The project is open to all artists, 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.

#### **Contact Information:**

City of Kerrville—Business Programs Office  
800 Junction Hwy.  
Kerrville, TX 78028  
830-792-8395



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

**SUBJECT:** Authorization for the City Manager to execute a construction contract with D W Electric for construction of the Motor Control Center at the Water Treatment Plant in an amount not to exceed \$548,375.00 and authorize the City Manager to execute contingency change orders in an amount not to exceed \$21,256.00

**FOR AGENDA OF:** March 23, 2010      **DATE SUBMITTED:** March 10, 2010

**SUBMITTED BY:** Michael Wellborn *MW*      **CLEARANCES:** Kristine Ondrias *KO*  
Director of Engineering      Assistant City Manager

**EXHIBITS:** Contract and Bid Tabulation

**PAYMENT TO BE MADE TO:** D W Electric Co.  
330 Peterson Drive  
Kerrville, TX. 78032

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

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$582,856.80	\$582,856.80	\$603,213.00	W61

**REVIEWED BY THE FINANCE DIRECTOR:** *JWE*

**SUMMARY STATEMENT**

The motor control center (MCC) located at the city's water treatment plant is a large centralized assembly of electrical components with a common power source used to manually, remotely, and/or automatically control and operate the plant's Zenon system and other various motors, pumps, and electrical systems.

In the 2007 CIP, City Council approved a project for the design and replacement of the MCC. The existing MCC utilizes 1979 technology and its components have become brittle and fragile. Replacement parts are difficult to find making repairs costly and time consuming.

In July of 2008, Grubb Engineering was engaged to perform design and bid phase services for electrical equipment relocation design and for design of a structural platform to support the new motor control center for a contracted amount of \$33,582.00. A balance of \$13,225.80 remains to be paid on the contract and is anticipated to be invoiced.

The budget history of this project is as follows:

- The initial budget for the project was established at \$150,000.00 (utilizing water/sewer cash) when the project was created in 2007.
- In 2008, debt was sold in the amount of \$65,000.00 to increase the project budget to \$215,000.00.
- In January 2009, an engineer's opinion of probable costs was received providing a cost estimate of approximately \$415,500.00.
- In April 2009, a budget amendment transferred unused water/sewer debt funds totaling \$201,000.00 to the project providing a budget of \$416,000.00.
- In 2009 the project scope was modified to include powering an additional pump for the proposed Clearwell at the Water Treatment Plant.
- Prior to advertising the project for bid in January of 2010, a new engineer's estimate was received with a revised estimate of \$529,350.00. The increase in the estimated cost is reflective of the scope change and increase in equipment costs.
- A budget amendment in March 2010 in the amount of \$187,213.00 increased the project budget to \$603,213.00.

The project was advertised for bid on January 22, 2010 and January 29, 2010. Two bid options were provided in the specifications.

- Option A provided for complete replacement of all cables currently connected to the motor control center.
- Option B provided for splicing on to the existing cables and adding new cables for the new connections needed in the motor control center.

Two bids were received for the project on the February 23, 2010 bid opening as follows:

- D W Electric

Option A	\$548,375.00
Option B	\$525,375.00

- Klecka Electric

Option A	\$592,228.00
Option B	\$512,038.00

Based on the age and unknown condition of the unexposed electric cabling connected to the existing motor control center, it is the recommendation of the Director of Engineering to award the construction contract for Option A which provides for complete replacement of all cables. The low bidder for Option A is D W Electric in the amount of \$548,375.00. This option is within the project budget and allows for contingency funds in the amount of \$21,256.00.

### **RECOMMENDED ACTION**

The Director of Engineering recommends that Council authorize the City Manager to execute a contract with D W Electric for construction of the Motor Control Center at the Water Treatment Plant in an amount not to exceed \$548,375.00 and authorize the City Manager to execute contingency change orders in an amount not to exceed \$21,256.00.

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:

Base Bid

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 180 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 equipment 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 State highway right-of-way have been re-vegetated to the satisfaction of local Texas Department of Transportation 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 OR 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: 2/11/2010
2. Dated: 2/19/2010
11. CONTRACT SUM

Acknowledged by: 

Acknowledged by: 

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>BASE BID</b>					
1.	1	LS	Mobilization	\$ <u>3,000<sup>00</sup></u>	\$ <u>3000.00</u>
2.	0.28	AC	Clearing and Grubbing, complete in place	\$ <u>4,000<sup>00</sup></u>	\$ <u>1120.00</u>
3.	1	LS	Construction of MCC platform, including all labor and materials, complete in place	\$ <u>105,355<sup>00</sup></u>	\$ <u>105,355.00</u>
4.	1	LS	Installation of proposed replacement MCC, including all labor and materials, complete in place	\$ <u>-0-</u>	\$ <u>-0-</u>
5.	1	LS	Construction of canopy, including lighting and all labor and materials, complete in place	\$ <u>6,800<sup>00</sup></u>	\$ <u>6800.00</u>
6.	1	LS	Installation of power distribution panel, including all labor and materials, complete in place	\$ <u>5,000<sup>00</sup></u>	\$ <u>5000.00</u>
7.	1	LS	Conduit extension to proposed elevated MCC	\$ <u>-0-</u>	\$ <u>-0-</u>
8.	1	LS	Trench Safety Systems, complete in place	\$ <u>100<sup>00</sup></u>	\$ <u>100.00</u>
9.	20	LF	Silt Fence, complete in place	\$ <u>20.00</u>	\$ <u>400.00</u>
10.	76	CF	Asphalt pavement repair, complete in place	\$ <u>50.00</u>	\$ <u>3800.00</u>
11.	1	LS	Cable & Conduit to Proposed Treated Water Distribution Pump	* Part of 4A. OR 4b. \$ <u>          </u>	\$ <u>          </u>
12.	160	CF	Miscellaneous Concrete	\$ <u>91.25</u>	\$ <u>14600.00</u>
13.	1	LS	Additions to Main Control Panel regarding Proposed Treated Water Distribution Pump	\$ <u>800.00</u>	\$ <u>800.00</u>
<b>TOTAL BASE BID</b>				\$ <u>140,975.00</u>	

COMPLETED BY

DATE

DW Electric Co.

February 23, 2010

Sub-Contractors:

NAME	ADDRESS	PHONE	WORK TO BE PERFORMED
1. Freed & Barker	110 Cedar Mill Dr. Kerrville, Tx 78028	830/367-5998	Concrete Work
2. R.E. Campbell Co., Inc.	3502 Pinemont, Houston, Tx 77018	713/957-8721	Stairway
3. Frazar Steel Fab	P.O. Box 293066 Kerrville, Tx 78029	830/377-0973	Deck Structure and Roof

(Attach additional sheet if required)

INSURANCE AGENT

NAME	ADDRESS	PHONE	POLICY
1. Insurance Concepts,	11120 Wurzbach Rd., Suite 201	210/691-0067	Commercial Policy #85313952
2. Insurance Concepts,	11120 Wurzbach Rd., Suite 201	210/691-0067	Commercial Auto Policy #85313952
3. Trussell Insurance Services, Inc.	8131 Lyndon B. Johnson Fwy., Ste 750	Dallas, Tx 75251	Workmans Comp

BONDING AGENT

NAME	ADDRESS	PHONE	POLICY
1. Insurance Concepts,	11120 Wurzbach Rd., Suite 201	210/691-0067	Policy #85313952
2.			
3.			

**CITY OF KERRVILLE**  
**Water Treatment Plant MCC Relocation**  
**Kerrville Project No. 09-0004**

Addendum No. 1

February 11, 2010

**BID DATE: February 23, 2009**

**3:00 p.m. Central Standard Time**

**Consulting Engineer: Grubb Engineering, Inc.**

The Bidder of Record:

This addendum, applicable to work designed above, is an amendment to the bidding documents and as such shall be a part of and included in the Contract. The original contract documents and any prior addenda remain in full force except as modified by the following which shall take precedence over any contrary provisions in prior documents.

**BID PROPOSAL:**

Original bid proposal shall be amended as follows:

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT
4a.	1	LS	Option 1: Installation of proposed replacement MCC, including all labor and materials, complete in place to include complete replacement of all cables currently connected to existing MCC	\$ 398,000. <sup>00</sup>	\$ 398,000. <sup>00</sup>

ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL AMOUNT
4b.	1	LS	Option 2: Installation of proposed replacement MCC, including all labor and materials, complete in place to include new 6P rated junction box with 6P rated connections, extension of existing cables except those shown as abandoned, extension of conduits to match existing, and new cables and conduits from:  -proposed MCC to existing switchgear, new power distribution panel and new 200HP treated water distribution pump  -new power distribution panel to control building A/C unit and power panel 'A' transformer	\$ 375,000. <sup>00</sup>	\$ 375,000. <sup>00</sup>
7a.	1	LS	Conduit extension to proposed elevated MCC using Option 1	\$ 9400. <sup>00</sup>	\$ 9400. <sup>00</sup>
7b.	1	LS	Conduit extension to proposed elevated MCC using Option 2	\$ 9400. <sup>00</sup>	\$ 9400. <sup>00</sup>

**CLARIFICATIONS:**

A. Add Construction Sequence of Operation as follows:

Construction shall be sequenced in the following manner:

Circuits feeding the control building A/C unit and Power Panel "A" located in the control building shall be added and in operation before the existing MCC is de-energized for disassembly. In addition, selected equipment which is currently needed to operate the new plant shall be fed from a temporarily service while the MCC is de-energized. This equipment is as follows:

- (2) 40HP Raw Water Pumps
- (2) 75HP Treated Water Distribution Pumps
- (2) 125HP Treated Water Distribution Pumps
- Crane
- Area Flood Lights
- Zenon Ferris Building

Signed this 23rd day of February, 2010

Attest: DW Electric Co. Contractor

\_\_\_\_\_  
Secretary BY: *David Wahrmond*  
(if bid by a Corporation David Wahrmond  
Title: President

SEAL

Business Address:

330 Peterson Dr.

Kerrville, Texas 78028

Phone: 830/257-3739

Fax: 830/257-3740

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

day of \_\_\_\_\_, 2010

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

Todd Parton  
City Manager  
City of Kerrville, Texas.

ATTEST:

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

CITY SEAL

APPROVED AS TO FORM:

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

ACKNOWLEDGEMENT OF POLLUTION ABATEMENT COMPLIANCE (To Be Submitted with Bid Proposal)

THE STATE OF TEXAS §  
COUNTY OF Kerr §

CONTRACTOR'S ACKNOWLEDGEMENT  
OF  
POLLUTION ABATEMENT COMPLIANCE

I hereby attest that as of the date hereof, I have read and familiarized myself with the Pollution Abatement and Sediment and Erosion Control Plans and Specifications for this project and EPA's NPDES Construction Storm Water Regulations and that I have made an independent diligent effort to identify all other applicable state and local regulations related to this specification.

I hereby attest that I have considered the conditions required by the Pollution Abatement and Sediment and Erosion Control Plans and Specifications for this project, the EPA's NPDES Construction Storm Water Regulations and the other applicable and related state and/or local regulations and that cost for measures necessary to comply fully with these conditions, regulations and requirements have been and are included in the bid proposal submitted herewith.

By: David Wahrmond  
Title: President

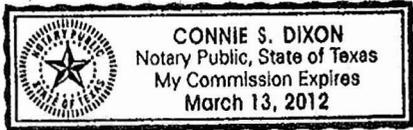
STATE OF TEXAS §  
COUNTY OF Kerr §

This instrument was acknowledged before me on this 23rd Day of February , 2010, by  
David Wahrmond , the President of  
DW Electric Co. on behalf of said corporation.

Notary Public in and for  
the State of Texas

My Commission Expires:  
March 13, 2012

Connie S. Dixon  
Typed or Printed Name of Notary  
Connie S. Dixon



END OF SECTION

Motor Control Center Replacement		DW Electric				KLECKA Electric			
		Unit	Quantity	Unit Price	Total	Unit Price	Total		
1	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 12,500.00	\$ 12,500.00		
2	Clearing & Grubbing	AC	0.28	\$ 4,000.00	\$ 1,120.00	\$ 6,160.00	\$ 1,724.80		
3	Construction of platform / complete in place	LS	1	\$105,355.00	\$105,355.00	\$ 85,950.00	\$ 85,950.00		
4	Installation of replacement MCC	LS	1	\$ -	\$ -		\$ -		
5	Construction of canopy including lighting / complete in place	LS	1	\$ 6,800.00	\$ 6,800.00	\$ 46,280.00	\$ 46,280.00		
6	Installation of power distribution panel / complete in place	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 9,615.00	\$ 9,615.00		
7	Conduit extension to elevated MCC	LS	1	\$ -	\$ -		\$ -		
8	Trench safety	LS	1	\$ 100.00	\$ 100.00	\$ 3,450.00	\$ 3,450.00		
9	Silt Fence	LF	20	\$ 20.00	\$ 400.00	\$ 57.50	\$ 1,150.00		
10	Asphalt pavement repair	CF	76	\$ 50.00	\$ 3,800.00	\$ 21.00	\$ 1,596.00		
11	Cable & conduit to proposed treated water distribution pump	LS	1	\$ -	\$ -	\$ 16,350.00	\$ 16,350.00		
12	Misc. concrete	CF	160	\$ 91.25	\$ 14,600.00	\$ 32.00	\$ 5,120.00		
13	Additions to Mail Control Panel regarding proposed treated water distribution pump	LS	1	\$ 800.00	\$ 800.00	\$ 830.00	\$ 830.00		
<b>Total</b>					<b>\$140,975.00</b>		<b>\$184,565.80</b>		
4A	<b>Option 1:</b> Installation of proposed replacement MCC, including all labor and materials, complete in place to include complete replacement of all cables currently connected to existing MCC	LS	1	\$398,000.00	\$398,000.00	\$ 592,228.00	4a & 7a	Option A	
4B	<b>Option 2:</b> Installatin of proposed replacement MCC including all labor and materials, complete in place to include new 6P rated junction box with 6P rated connections, extension of existing cables except those shown as abandoned, extension of conduits to match existing, and new cables and conduits from: proposed MCC.....	LS	1	\$375,000.00	\$375,000.00	\$ 512,038.00	4b & 7b	Option B	
7A	Conduit extension to proposed elevated MCC using Option 1	LS	1	\$ 9,400.00	\$ 9,400.00				
7B	Conduit extension to proposed elevated MCC using Option 2	LS	1	\$ 9,400.00	\$ 9,400.00				
				Option A	\$548,375.00				
				Option B	\$525,375.00				

DW Electric Bid Amount	\$	548,375.00
Grubb Engineering - Unbilled fees	\$	13,225.80
Total Service Costs	\$	561,600.80
Balance in Account	\$	582,856.80
Cost of Services	\$	561,600.80
Remaining for Contingency	\$	21,256.00

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

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**SUBJECT:** Approval of a resolution to establish an account in the Water and Sewer Fund to designate excess revenue for current and future Water and Sewer debt service payments and/or capital projects

**FOR AGENDA OF:** March 23, 2010      **DATE SUBMITTED:** March 12, 2010

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

**EXHIBITS:** Resolution  
**AGENDA MAILED TO:**

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

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

**PAYMENT TO BE MADE TO:**  
**REVIEWED BY THE DIRECTOR OR FINANCE:**

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**SUMMARY STATEMENT**

The City of Kerrville has identified a need for capital improvements to the City's Water and Sewer structure. In years where there are savings in operations or specific rate increases, this resolution allows the City to place unused revenues into an account for future debt service and/or capital projects.

The City will strive for an operating reserve in the Water and Sewer Fund of 25% or 3 months of operating expenses. All funds available above that amount will be placed in an account in the Water and Sewer Fund for future debt service payments and/or capital projects. The use of funds in this account will require Council action.

The reason staff is recommending designating the funds instead of creating a new fund is, "a basic principle of governmental accounting states that a government should use the least number of individual funds possible."

**RECOMMENDED ACTION**

Staff recommends approval of this resolution to ensure that those additional revenues described are reserved solely for future capital needs and to help stabilize future rate adjustments. This action allows council to establish rates in anticipation of needed system enhancements.

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

**A RESOLUTION ESTABLISHING AN ACCOUNT WITHIN THE CITY'S  
WATER AND SEWER FUND FOR THE PURPOSE OF COLLECTING  
EXCESS FUNDS ON A YEARLY BASIS FOR PAYMENT OF DEBT  
SERVICE OR CAPITAL PROJECTS**

**WHEREAS**, the City Council has identified a need for capital improvements to the City's water and sewer systems; and

**WHEREAS**, in an effort to budget and then pay for such capital improvements and as a means of helping to stabilize future rate adjustments, the City's Finance Director recommends that the City Council create an account within the Water and Sewer Fund for the purpose of collecting excess funds which may exist each year; and

**WHEREAS**, where excess funds occur, the City will place such funds into this account for the specific purpose of paying for future debt service or capital projects, as required for the operation of the City's water and sewer systems; and

**WHEREAS**, prior to funding this newly created account, the City will first, however, insure that reserve funds exist in an amount equal to 25% or 3 months of operating expenses; and

**WHEREAS**, the City will then place all excess funds above the amount of 25% or 3 month operating expenses into the account within the Water and Sewer Fund for the payment of debt service or capital projects; and

**WHEREAS**, the use and expenditure of such excess funds within this account will require Council action; and

**WHEREAS**, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to establish an account within the City's Water and Sewer Fund for the purpose of collecting excess funds on a yearly basis for the payment of debt service or capital improvements;

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

The City Council establishes an account within the City's Water and Sewer Fund for the purpose of collecting excess funds on a yearly basis for the payment of debt service or capital improvements.

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

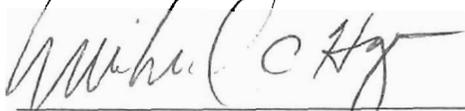
\_\_\_\_\_  
Todd A. Bock, Mayor

ATTEST:

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Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Michael C. Hayes", is written over a light gray rectangular background.

---

Michael C. Hayes, City Attorney

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

**SUBJECT:** Discussion concerning the Former Texas Rangers History and Education Center

**FOR AGENDA OF:** March 23, 2010    **DATE SUBMITTED:** March 18, 2010

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

**EXHIBITS:** Economic Development Incentive Policy Funding Request

**AGENDA MAILED TO:**

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

---

<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>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

---

**SUMMARY STATEMENT**

The Former Texas Rangers History and Education Center is a project of the Former Texas Rangers Foundation and would be a place for the Foundation to preserve the history of the Texas Rangers. Since its inception, the project has been supported by the city and many groups and individuals within the community. City staff has provided direct support through media promotions, attending official Foundation fundraisers, and volunteering to show support of the project as requested by the FTRF.

In the spring of 2009, an Incentive Application was received by staff from the Board of Directors of the FTRF requesting consideration of incentives in the form of building permit waivers, inspection fees, and onsite utilities costs. Also, requested was consideration of any other incentives available. Concurrently, an EIC funding request was submitted for a total of \$1.5 million to be distributed over a 3-year period - \$500,000 in 2009, 2010 and 2011.

In accordance with our Incentive Policy, the Initial Response Team was notified when the application was received and assembled for a review. The IRT proceeded with an evaluation and determined the Incentive Application for the project did not meet the minimum criteria as set forth in the Economic Development Strategic Plan. However, a strong message from the committee was to encourage the FTRF to proceed with a direct funding request to the EIC for consideration of quality of life funds.

City staff contacted the FTRF immediately upon the decision of the IRT. Staff explained the IRT's decision and requested that the executive director of the FTRF that city staff be invited to attend the next FTRF Board meeting. This request was granted and city staff attended the FTRF Board meeting of July 2009. City staff's purpose in attending this meeting was to explain the Kerrville/Kerr Economic Development Strategic Plan, the Incentive Policy, the manner in which the FTRF grant application was scored, and to encourage a partnership between the City of Kerrville and the Former Texas Rangers Foundation through our EIC application process. Follow up communication with the Foundation occurred in September inquiring if any additional information was needed to help with the project.

Following the passage of the Economic Development Strategic Plan in September 2008, the Incentive Policy was established and created a base for evaluating projects. The scoring criterion is recognized for appropriate and accurate determination of best return on the investment of public funds. The criterion used to evaluate funding requests is clear and specific. The primary measures are job creation with above average wage generation, increased taxable value, and increases in indirect economic impact to the community. Members of the IRT who evaluated the proposal included representatives from the city, county, school district, and Kerrville Area Chamber of Commerce.

In the fall of 2009 rumors surfaced regarding the potential that the FTRF was considering a new location for the History and Education Center outside of the City of Kerrville. This rumor was unsubstantiated by any firm or formal information provided by the Foundation. City staff initiated an attempt to schedule a meeting with the FTRF to confirm these rumors and to determine the status of the project. Due to holiday scheduling conflicts, this meeting was finalized on late February for March 2, 2010. During that meeting staff was informed by the FTRF that it had negotiated a letter of intent to move the project to the City of Fredericksburg and that the project was subject to a 120-day evaluation period to look at financial feasibility and the ability of the Foundation to raise the construction funds in a timely manner.

### **RECOMMENDED ACTION**

For discussion and provide direction to staff.

**PRESIDENT**

Joe B. Davis  
Texas Rangers, Retired  
Camp Verde

**CHAIRMAN**

Honorable Joe Dial  
Saint Jo

**VICE CHAIRMAN**

Capt. Dan North  
Texas Rangers, Retired  
Houston

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Texas Rangers, Retired  
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Arlington, VA

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Lee Spencer White  
Freer

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Houston

Honorable Ken Wise  
Houston



# FORMER TEXAS RANGERS FOUNDATION

May 20, 2009

Ms. Mindy N. Wendele, Director of Business Programs  
The City of Kerrville  
800 Junction Highway  
Kerrville, Texas 78028

Dear Ms. Wendele:

We appreciate the opportunity to submit a proposal to the City of Kerrville, requesting support for the Texas Rangers History and Education Center in Kerrville, Texas; a **Quality of Life** project in our City.

Please consider this our formal request from the following programs:

**Economic Development Incentive Policy:** The Former Texas Rangers Foundation, as you know, is a 501(c)(3) organization. We are requesting incentives in the form of waivers for building permits, inspections and on-site utilities. Additionally, we are requesting additional incentives as you deem appropriate. Please assist us with your vast knowledge of all programs available and perhaps suggest any other appropriate considerations.

**City of Kerrville Economic Improvement Corporation:** The Foundation is requesting your consideration for 4B Sales Tax Funding. Our formal request is for \$1,500,000.00 distributed as follows:

1. \$500,000.00 at the completion of Phase 1a of the project in the 1<sup>st</sup> quarter of 2010.
2. \$500,000.00 at the completion of Phase 1b of the project in the 2nd quarter of 2011
3. \$500,000.00 at the completion of Phase 2 of the project in the 1st quarter of 2012

Enclosed you will find the complete proposal application outlining the development of the Texas Ranger History and Education Center and its efforts to preserve the true history and perpetuate the tradition of the Texas Rangers. The proposal also outlines the Educational Outreach Program that will extend the history of the Rangers and their important character traits to students in every corner of the State.

We appreciate your consideration and we hope that the City of Kerrville will accept a Leadership role for this **Quality of Life Project** in our city.

Feel free to contact me if you have any questions.

Sincerely,

Mrs. Leslie Klein, Development Director  
Board Director

Application

**Section I – Contact Information**

Date 5/8/09  
Company Name FORMER TEXAS RANGERS FOUNDATION  
Contact LESLIE J. KLEIN  
Address 3720 WHITE OAK RD, FREDERICKSBURG, TX 78624  
Telephone (h) 830-990-8175 Cell 830-928-1949  
Fax 830-990-8175 E-mail LJK@BEECREEK.NET  
Website WWW.FORMERTEXASRANGERS.DRG

**Section II – Business Profile**

Nature of business \_\_\_\_\_  
New business or expansion of existing business \_\_\_\_\_  
Years in Business 30 Current number of employees 2 FT 2 PT  
Annual payroll 103,200.00  
Current square footage occupied \_\_\_\_\_  
Desired square footage occupied 42,000 +/-  
Taxing entities (check applicable)  
 Kerr County  City of Kerrville  City of Ingram  
 Kerrville ISD  Ingram ISD  Center Point ISD

Financial Information: Five Years Annual Financials Attached \_\_\_\_\_  
Include: Statement of profit and loss; Balance sheet; Cash  
Flow Statement; IRS reporting forms, proforma

Has the Company applied for any State or Federal assistance on this project?  
No  Yes . If yes, please describe.

**Section III – Project Description**

Expansion of existing business \_\_\_\_\_ or new construction X

Project details including building size, materials, infrastructure needs, utilities, etc. Detail parking needs, technology infrastructure, anticipated construction costs and time line. Attach additional sheet if necessary

Current inventory value \_\_\_\_\_

Projected value w/i year 1 \_\_\_\_\_ year 3 \_\_\_\_\_ year 5 \_\_\_\_\_

**Section IV -- Employees**

Anticipated number of new employees 5

Median annual salary for new employees' 37,400.00

Average wage for employees: 50,000 Management 23,000 Non-supervisory

Description of benefits offered VACATION

Number of Full time 5 Part time 2 employees

Anticipated number of new employees moving to Kerr County 1

New employees within 12 months of project completion \_\_\_\_\_ within 24 months of project completion \_\_\_\_\_

\$ 187,200  
FTE X Avg. Wage X 40 hrs X 52 wks

\$ 20,800  
PTE X Avg. Wage X 20 hrs X 52 wks

For additional information visit [www.kerredf.org](http://www.kerredf.org) or [www.kerrville.org](http://www.kerrville.org) or call 830.792.8343 or 830.896.1157

+++++  
Internal Routing

Date received \_\_\_\_\_ by \_\_\_\_\_

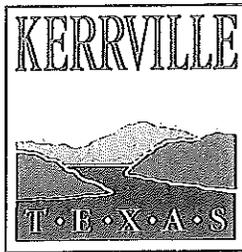
Initial Response Team assignment \_\_\_\_\_

Application distribution date \_\_\_\_\_

IRT Review meeting date \_\_\_\_\_

Recommendation \_\_\_\_\_

Consideration schedule \_\_\_\_\_ COK \_\_\_\_\_ KC \_\_\_\_\_ COI \_\_\_\_\_



April 16, 2009

Former Texas Rangers Foundation  
PO BOX 290229  
Kerrville, Texas 78028

RE: Texas Rangers History and Education Center

The Kerrville Convention & Visitors Bureau wishes express their support of Former Texas Rangers Foundation and their vision to preserve the true history of the Texas Rangers with the building of the Texas Ranger History and Education Center in Kerrville, Texas.

The Texas Ranger History and Education Center will provide a venue to both celebrate and preserve history in a state of the art education center all the while complimenting the surrounding community. The education center, its employees and the visitors to the center will all have an economic impact both directly and indirectly in Kerrville and Kerr County, Texas.

In addition to the impact on the local economy, the Texas Rangers History and Education Center will impact the community and surrounding areas as a whole. The youth outreach program seeks to motivate children to emulate those positive traits we attribute historically to Texas Rangers; courage, integrity, respect, determination and dedication. The educational outreach program will incorporate teaching history through technology; acting as field trip destination for schools, offering a distance learning program with web based interactive programs and coordinating a fine arts competition for students' state wide. The support of a venue offering an economic impact as well as positive educational and social impact will improve our community and those around Kerrville.

The Kerrville Convention & Visitors Bureau supports and encourages the Former Texas Rangers Foundation to continue their efforts to preserve a part of Texas history and impact Kerrville and Kerr County, Texas in a positive way.

Sincerely,

Sudie Burditt  
Executive Director

**Kerrville Convention & Visitors Bureau**

2108 Sidney Baker • Kerrville, Texas 78028

830 792-3535 • Fax 830 792-3230 • [www.kerrvilletexascvb.com](http://www.kerrvilletexascvb.com) • email: [info@kerrvilletexascvb.com](mailto:info@kerrvilletexascvb.com)

**Economic Impact  
Of  
Former Texas Rangers Foundation Education Center**

Types of Users of Center	Year 1	Daily Impact	Value
# of Consumers	35,000	\$89	\$3,115,000
# of School Children	2,533	\$10	\$25,330
# of Convention Delegates Events	1,500	\$75	\$112,500
FTRFEC Meeting Delegates X 3 days	6,000	\$165	\$990,000
	45,033		\$4,242,830

Types of Users of Center	Year 2	Daily Impact	Value
# of Consumers	45,000	\$89	\$4,005,000
# of School Children	4,054	\$10	\$40,540
# of Convention Delegates Events	3,000	\$75	\$225,000
FTRFEC Meeting Delegates X 3 days	6,500	\$165	\$1,072,500
	58,554		\$5,343,040

Types of Users of Center	Year 3	Daily Impact	Value
# of Consumers	55,000	\$89	\$4,895,000
# of School Children	7,601	\$10	\$76,010
# of Convention Delegate Events	6,000	\$75	\$450,000
FTRFEC Meeting Delegates X 3 days	6,000	\$165	\$1,072,500
	74,601		\$6,088,510

Summary	Year 1	Year 2	Year 3	Total Direct Impact For Years 1 - 3	Impact Using a Standard Economic Multiplier of 3
	\$4,242,830	\$5,343,040	\$6,088,510	\$15,674,380	\$47,023,140

**Legend**

**Consumers** – This is individuals and families that will come to Kerrville to experience the “Education Center” spending at least one night in Kerrville lodging.

**School Children** – Within a one hour drive of Kerrville there are 50,675 children between the ages of 5 and 14 based on the 2000 U.S. Census. Due to school district planning and the amount of advanced marketing we are using the following scenario: In year one 5 % will visit, year two 8 % will visit and in year three 15 % of these school age children will visit the education center.

**Convention Delegate Events** - This would be people who came to Kerrville for a convention at another location and rented the “Education Center” for a reception or dinner.

**FTRF Meeting Delegates** – This is people who come to Kerrville because of a meeting or event hosted by the FTRF.

*Sudie Burditt*

Sudie Burditt, Executive Director, Kerrville Convention & Visitors Bureau

April 16, 2009

## **PROJECT DESCRIPTION**

In keeping with the FTRA's mission to preserve the true history and perpetuate the tradition of the Texas Rangers the Texas Rangers History and Education Center (TRHEC) project was initiated.

In order to raise the \$11 million dollars necessary to build the TRHEC a capital funds campaign "From Horseback to High-Tech" was launched. The Center will be located on 15 acres on the bank of the Guadalupe River in Kerrville, Texas. The land has been paid for and over \$1 million dollars has been raised.

On site visitors to the Center in Kerrville will be entertained by captivating, action-packed true stories about the Rangers, educated by interactive terminals, and have an "Aha" moment when they learn the Texas Rangers have been involved in many of the significant historical milestones and events from our state's beginnings to today.

The Center will house five permanent galleries that will feature 10 interactive, entertaining, hands-on displays that span the history of the Rangers. Each gallery will highlight a specific character trait – *courage, determination, dedication, respect, and integrity* – the Rangers relied on to perform their duties. Former Texas Rangers will be on site to greet visitors, answer questions, and reinforce the message of the Center.

What truly sets the TRHEC apart is the fact that its impact will not be limited to the people who pass through its doors. At the very heart of TRHEC is an **Educational Outreach Program** that will extend the history of the Rangers and their important character traits to students in every corner of the State and around the world.

With TRHEC, the Former Texas Rangers Foundation is taking a history created on horseback and turning it high-tech. The inspirational message of good citizenship is the cornerstone of TRHEC's five special programs for school-age children and "at risk" youth which are outlined as follows:

1. The Center is to be a field trip destination for all School Districts within a one-hour bus ride from Kerrville, Texas serving an estimated 250,000 students in grades one through eight
2. To reach students outside the one-hour area, the TRHEC Distance Learning Program <sup>tm</sup> (DLP) will enter into a cooperative agreement with the Texas Education Agency and TEA Region 20 utilizing the Texas Education Telecommunication Network. This network reaches 830 school districts. The TRHEC will provide web-based interactive curriculum content enhancement programs for some 600,000 students studying Texas History in all 254 counties in the State. These programs will highlight major historical events in the Lone Star State where Texas Rangers played a pivotal role. In order to make sure the Center's Distance Learning Program <sup>tm</sup> is designed to meet the TEA's Texas Essential Knowledge and Skills (TEKS) requirements, the Center will have an Advisory Board made up of private and public school Texas History teachers from across the state. The same DLP will also be available to public and private school children around the world from the Center's own web-site.
3. The TRHEC web site will allow children throughout the United States to participate in the TRHEC "Better Citizens" Program <sup>tm</sup>. This activity is designed to build character and develop leadership skills which encourage participants to be better citizens. Upon completion of the program, the child will be awarded a Junior Texas Ranger badge and membership certificate by a former Texas Ranger at a special ceremony at the Center, or on the Internet via a live web-cast.
4. "At Risk" youth will have an opportunity to interact one-on-one with Former Texas Rangers. Center staff will work with local organizations that specialize in caring for these youngsters and the Center will be the focal-point of the mentoring experience. Interacting with a former Texas Ranger in the unique environment of the Center, promises to be a life-changing experience for many of the youth who participate.
5. Annually the Center will host hundreds of students who have been selected to present their papers, exhibits, documentaries, performances, and web sites during "Texas Rangers in Texas History" day. Winners in each category will be recognized at a banquet.

These five educational outreach programs will use Texas Rangers (1823-present) as role models. Rangers whose value system for 186 years has been built on character traits like courage, determination, dedication, respect and integrity. The TRHEC will use 21<sup>st</sup> century technology to teach history and build character in a way that will excite, educate and inspire children to become better citizens.

“History isn’t something that just ought to be taught or ought to be read, or ought to be experienced because it will make you a better citizen. It will make you a better citizen.”  
David McCullough, twice winner of the National Book award and the Pulitzer Prize.

Now, more than ever, this facility and its educational programs are critical if we are to do our part to rebuild the moral fiber of this country. The need for this approach to teaching history and building character cannot be overemphasized. Popular media bombards children with poor role models and glorifies many with vastly different values than those held by the great people who built the Lone Star State. The impact of media violence has proven to increase aggressive behavior in children. School dropout rates have climbed to a staggering 40 percent in many places in Texas.

Recent focus groups with school children found few of them know anything about the Texas Rangers. Most thought they were a baseball team. The reason for this is there is little cohesive information about the Texas Rangers incorporated into the Texas Essential Knowledge and Skills (TEKS) learning objectives for grade school students. In our schools’ 4<sup>th</sup> grade curriculum, there is no mention of the Texas Rangers; in 7<sup>th</sup> grade, there is a scarce one line. These are the only two grades that require teaching Texas history. The TRHEC educational outreach programs will use the Internet to overcome this lack of knowledge about the Texas Rangers.

Character education – so critical to building good citizens and so important to our business leaders – isn’t mandated by the Texas Education Agency. No textbook or lesson plan requires students to learn about courage, determination, dedication, respect or integrity.

## **PROJECT GOALS AND OBJECTIVES**

### **Project Goal:**

Over the course of the next two and a half years, The Former Texas Ranger Foundation will complete the construction of the Texas Ranger History and Education Center.

The land has been purchased without a loan, the architect is ready to draw up the blueprints, the conceptual treatment of the exhibit is ready to come to life and we have \$1.2M in capital building funds on hand. With your help, we will be able to accomplish this goal.

### **Project Objectives:**

1. **Educational Outreach Program:** The Foundation will launch the first phase of the TRHEC web-based educational outreach program in 2009 by developing the TRHEC website and producing the curriculum enhancement module for Texas history teachers. Complete with DVD, TEA approved lesson plan, teachers' guide and student worksheet.
2. **Groundbreaking:** The Foundation's plans are to break ground for the Center in the 4<sup>th</sup> quarter of 2009.
3. **Phase 1a:** Sitework, parking and landscaping. Estimated construction time is 12 months at a cost of approximately \$1,680,000.00. The Foundation will begin this phase in the 1<sup>st</sup> quarter of 2010.
4. **Phase 1b:** Main building and support building. Estimated construction time is 12 months at a cost of approximately \$7,504,028.00. The Foundation will begin this phase in the 2<sup>nd</sup> quarter of 2010.
5. **Phase 2:** Texas Ranger Hall. Estimated construction time is 9 months at a cost of approximately \$3,114,244.00. The Foundation will begin this phase in the 2<sup>nd</sup> quarter of 2011.
6. **Construction Completion:** 4<sup>th</sup> quarter of 2011.
7. **Exhibit Completion:** 2<sup>nd</sup> quarter of 2012
8. **Grand Opening:** 3<sup>rd</sup> quarter of 2012.

**Ford Powell & Carson, Inc.**  
Architecture, Interior Design, Planning  
1138 East Commerce Street San Antonio, Tx 78205  
210.226.1246 / 210.226.6482 fax

**Texas Rangers Heritage Center**  
*Phase/Project Cost Estimates*

Phase 1a – Sitework, Parking, & Landscaping

Estimated Construction Time – 12 months

\* Estimated Phase 1a Project Cost - \$1,680,000.00

Phase 1b – Main Building (lobby, store, exhibit space, gallery, and admin.)  
Support Building (vault, workshop, storage, security)

Estimated Construction Time – 12 months

\* Estimated Phase 1b Project Cost - \$7,504,028.00

***Total Phase 1 Estimated Construction Time – 12 months***  
***Total Phase 1 Estimated Project Cost - \$9,184,028.00***

Phase 2 – Texas Ranger Hall (main hall, porte cochere)

Estimated Construction Time – 9 months

\* Estimated Phase 2 Project Cost - \$3,114,244.00

***Total Phase 1&2 Estimated Construction Time – 24 months***  
***Total Phase 1&2 Estimated Project Cost - \$12,298,272.00***

\*Estimated Project Costs include projected construction costs and likely Architectural & Engineering design fees, but excludes costs pertaining to geotechnical services, materials testing, specialty consultants such as Lighting, Accessibility, Telecommunications and Theatrical Lighting Consultants, site acquisition, Furniture, Fixtures & Equipment, Exhibit Design & installation and other typical Owner costs.

2009 - 2011 Project	New Const Square Ft	Cost SqFt	Cost Estimate/Value	Total Needed	Item Totals
Item					
<b>Texas Rangers Ring of Honor</b>			<b>\$500,000</b>	<b>\$500,000</b>	<b>\$500,000</b>
Land: Paid For			\$1,000,000	\$0	\$0
<b>THREC:</b>					
Site Work, Landscaping & Parking			\$1,000,000		
Lobby	2,176	\$275	\$598,400		
Reception	842	\$275	\$231,550		
Gift Shop	1,535	\$225	\$345,375		
Administration	5,191	\$200	\$1,038,200		
Gallery	2,202	\$225	\$495,450		
Exhibit Theater	800	\$250	\$200,000		
Exhibition Space	8,463	\$185	\$1,565,655		
Exhibition Gallery Displays			\$3,000,000		
Porch	2,059	\$225	\$463,275		
Support Spaces	1,672	\$225	\$376,200		
<b>Main Building Total</b>	<b>23,668</b>		<b>\$8,314,105</b>	<b>\$8,314,105</b>	<b>\$8,314,105</b>
Workshop	1,554	\$225	\$349,650		
Office Security	290	\$225	\$65,250		
Vault	1,006	\$225	\$226,350		
Storage	190	\$225	\$42,750		
Paint Room	137	\$225	\$30,825		
Support Spaces	297	\$225	\$66,825		
<b>Support Building Total</b>	<b>3,474</b>		<b>\$781,650</b>	<b>\$781,650</b>	<b>\$781,650</b>
Auditorium	7,513	\$185	\$1,389,905		
Kitchen	636	\$185	\$117,660		
Storage	653	\$185	\$120,805		
Restrooms	687	\$185	\$127,095		
Porch 1	2,212	\$185	\$409,220		
Mechanical	190	\$185	\$35,150		
Porch 2	1,373	\$185	\$254,005		
Support Spaces	1,647	\$185	\$304,695		
Driving Porte Cochere	987	\$110	\$108,570		
<b>Ranger Hall Total</b>	<b>14,911</b>		<b>\$2,867,105</b>	<b>\$2,867,105</b>	<b>\$2,867,105</b>
<b>Restricted Capital Contributions</b>			<b>\$13,462,860</b>	<b>\$11,262,860</b>	<b>\$1,200,000</b>
					<b>\$11,262,860</b>

**Former Texas Rangers Foundation  
Projected Operating Budget  
for 2009, 2010 and 2011**

	2009	%	2010	%	2011	%	
<b>Revenues</b>							
Contributions and Memberships	\$ 101,015.00	17.89	\$ 111,076.00	17.79	\$ 122,146.00	17.77	est. 10% growth each year over 2008
Restricted Contributions	150,000.00	26.56	175,000.00	28.03	200,000.00	29.10	est. 10% growth each year over 2008
SS & SG Underwriter	15,400.00	2.73	16,940.00	2.71	18,634.00	2.71	est. 10% growth each year over 2008
Golf Tournament	21,790.00	3.86	23,970.00	3.84	26,370.00	3.84	
Dinner Ticket Sales	60,000.00	10.63	63,000.00	10.09	66,000.00	9.60	est 5% each year
Auction and Other Sales	158,290.00	28.03	174,119.00	27.89	191,530.00	27.87	est 10% increase in auction each year
Contributions to Gala	2,720.00	0.48	2,720.00	0.44	2,720.00	0.40	
VIP Party Income	1,100.00	0.19	1,100.00	0.18	1,100.00	0.16	
Memorials	200.00	0.04	200.00	0.03	200.00	0.03	
Junior Texas Ranger Memberships	350.00	0.06	400.00	0.06	460.00	0.07	est 15% increase in auction each year
Sales of Items	19,934.00	3.53	21,925.00	3.51	24,115.00	3.51	est 10% increase in merchandise sales
Sales of Prints	1,106.00	0.20	1,161.00	0.19	1,219.00	0.18	est 5% increase in merchandise sales
Interest Income	32,799.00	5.81	32,799.00	5.25	32,799.00	4.77	
<b>Total Revenues</b>	<u>564,704.00</u>	<u>100.00</u>	<u>624,410.00</u>	<u>100.00</u>	<u>687,293.00</u>	<u>100.00</u>	
Cost of Sales							
Cost of Sales	24,773.00	4.13	27,250.00	4.22	29,975.00	4.32	est 10% increase in merchandise cost
<b>Total Cost of Sales</b>	<u>24,773.00</u>	<u>4.13</u>	<u>27,250.00</u>	<u>4.22</u>	<u>29,975.00</u>	<u>4.32</u>	
<b>Gross Profit</b>	<u>539,931.00</u>	<u>95.87</u>	<u>597,160.00</u>	<u>95.78</u>	<u>657,318.00</u>	<u>95.68</u>	
<b>Expenses</b>							
SS & SG Gala Expense - General	75,003.05	13.48	78,753.00	14.16	82,691.00	14.86	est a 5% increase in expenses each year
SS & SG Gala Expense-Golf Tourn.	6,146.00	1.10	6,453.00	1.16	6,775.00	1.22	est a 5% increase in expenses each year
SS & SG Gala Expense-Dinner/Auct.	(29,539.00)	(5.31)	(31,015.65)	(5.58)	(32,566.43)	(5.85)	internal purposes
SS & SG Gala VIP Party Exoense	1,530.26	0.28	1,530.26	0.28	1,530.26	0.28	
Bank Charges	181.63	0.03	181.63	0.03	181.63	0.03	
Contract Labor	31,200.00	5.61	31,200.00	5.61	31,200.00	5.61	
Credit Card Processing Fees	7,000.00	1.26	7,150.00	1.29	7,150.00	1.29	increase to offset the increase sales
Depreciation	5,719.26	1.03	5,719.26	1.03	5,719.26	1.03	
Dues & Subscriptions	558.95	0.10	558.95	0.10	558.95	0.10	

	2009	%	2010	%	2011	%
Freight	5,000.00	0.90	5,150.00	0.93	5,250.00	0.94
Fund Solicitation	3,000.00	0.54	3,500.00	0.63	3,500.00	0.63
Insurance	100.00	0.02	100.00	0.02	100.00	0.02
Internet Website	728.24	0.13	728.24	0.13	728.24	0.13
Licenses and Fees	68.10	0.01	68.10	0.01	68.10	0.01
Maintenance	3,757.69	0.68	3,757.69	0.68	3,757.69	0.68
Membership	10,000.00	1.80	10,500.00	1.89	10,500.00	1.89
Miscellaneous Expense	277.55	0.05	277.55	0.05	277.55	0.05
Office Supplies	12,662.58	2.28	12,662.58	2.28	12,662.58	2.28
Other Taxes	17.07	0.00	17.07	0.00	17.07	0.00
Payroll Taxes	7,750.00	1.39	8,000.00	1.44	8,250.00	1.48
Postage	2,954.42	0.53	2,954.42	0.53	2,954.42	0.53
Printing	130.00	0.02	130.00	0.02	130.00	0.02
Professional Services	18,500.00	3.33	19,000.00	3.42	20,000.00	3.60
Public Relations	2,500.00	0.45	2,750.00	0.49	3,000.00	0.54
Rent	15,600.00	2.80	16,000.00	2.88	16,000.00	2.88
Salaries (2 full time and 2 part time)	103,200.00	18.55	106,296.00	19.11	109,484.88	19.68
Scholarship Award	5,000.00	0.90	5,000.00	0.90	5,000.00	0.90
Supplies	2,124.05	0.38	2,124.05	0.38	2,124.05	0.38
Telephone	5,500.00	0.99	5,500.00	0.99	5,500.00	0.99
Travel	17,000.00	3.06	17,500.00	3.15	17,500.00	3.15
Cash Over and Short	38.84	0.01	38.84	0.01	38.84	0.01
Volunteer Expenses	291.31	0.05	415.01	0.07	416.91	0.07
<b>Total Expenses</b>	<b>314,000.00</b>	<b>56.45</b>	<b>323,000.00</b>	<b>58.06</b>	<b>330,500.00</b>	<b>59.41</b>
<b>Net Income</b>	<b>\$ 225,931.00</b>	<b>39.42</b>	<b>\$ 274,160.00</b>	<b>37.72</b>	<b>\$ 326,818.00</b>	<b>36.27</b>

increase to allow for more fundraising

19.68 3% living increase

3.15 for additional fundraising

figure, but should be listed separately under the compensation per employee section of the application.

**Part-Time Job-** A person working less than 35 hours per week. Major stockholders or immediate family members should not be included in this category when completing the application under New Part-Time Jobs Created.

**Funding Agreement-** a written document designed to protect the interest of local taxpayers by putting a businesses' job creation or capital investment commitments in writing and by linking the payment of any financial incentive to the business fulfilling its written commitments (i.e. clawbacks).

**Public Capital Project-** Improvements owned and maintained by the City of Kerrville included in the Capital Improvement Plan and funded by the capital budget.

## SECTION II - APPLICANT INFORMATION

Submittal Date: 5/8/09

Company Name/Organization:

FORMER TEXAS RANGERS FOUNDATION

Address (City/State): 222 SIDNEY BAKER SO. Phone 895-2262

SUITE 610

Fax 895-2090

KERRVILLE TX

78028

City

State

Zip Code

Name of Company/Organization Contact on this project:

LESLIE KLEIN

Contact Address (if different from above):

3720 WHITE OAK RD

Phone 830-928-1949

Fax 830-990-8175

FREDERICKSBURG TX

78624

City

State

Zip Code

Type of Business Structure: Corporation  Partnership  Sole Proprietorship  501(c)3

Year Business Started: Year 1971 Location SAN ANTONIO, TX

Current Employment: Permanent Full-Time 2 Permanent Part-Time 2

Average Production Wage 715.<sup>00</sup> WK

Full-Time Employees receive the following benefits:

VACATION

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Financial Information: Five Years Annual Financials Attached \_\_\_\_\_  
Include: Statement of profit and loss; Balance sheet; Cash  
Flow Statement; IRS reporting forms, Proforma

Annual Sales for Corporation / Company \$ \_\_\_\_\_

This Facility \$ \_\_\_\_\_

Local Sales Tax paid Annually \$ \_\_\_\_\_

Current Payroll \$ 103,200

Has the Company ever filed for bankruptcy protection under Chapter 7 or  
Chapter 11 of the Bankruptcy Statutes? No  Yes ( ) Details:

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### SECTION III- PROJECT INFORMATION

This application is for a:

- Business Development ( )
- Expansion of Existing Facility ( ) or
  - New Construction ( )
  - Other ( )

Quality of Life Improvement (X)

- Parks, Open Space ( )
- Other (X)

Capital Improvements for Public Infrastructure

- Utilities ( )
- Roadways ( )
- Other ( )

The proposed improvements are to be located within the following taxing  
district (s): City of Kerrville (X) Kerr County (X) Kerrville ISD (X)  
Ingram ISD ( ) Center Point ISD ( )

**SECTION IV - PROJECT DESCRIPTION**

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

Should this project be approved, the Economic Improvement Corporation may require performance criteria as a part of the funding agreement, in addition to this application. The funding agreement is between the Economic Improvement Corporation and the City of Kerrville. Said funding agreement will outline project costs, timelines, other information may be necessary to carry out the project in an efficient manner.

**SECTION V - ECONOMIC IMPACT INFORMATION**

**Part A- Project Investment in Improvements**

Total	\$ 13,462,860
Sq. Footage of New Building (s)	42,000 # +/-
Size of Parking	104,300 # 298 VEHICLES
Other RING OF HONOR	

**Part B- Project Investment in Fixed Equipment**

(New)\$ 3,000,000.00  
 Manufacturer of Equipment \_\_\_\_\_  
 Anticipated Useful Life of Equipment \_\_\_\_\_  
 Purchase Price \$ \_\_\_\_\_ Installation Cost \$ \_\_\_\_\_  
 Anticipated Delivery time from Date of Order \_\_\_\_\_

**Part C- Permanent Employment Estimates-** (do not include owners, stockholders or their dependants)

Anticipated Number of New Full-Time Employees as a result of this project 5

Anticipated Number within 12 months of Completion of this project \_\_\_\_\_

Anticipated Number within 24 months of Completion of this project \_\_\_\_\_

Typical Job Descriptions or Job Titles

EXECUTIVE DIRECTOR, ADMIN ASST, CURATOR, RECEPTIONIST & GIFT SHOP MGR.

Anticipated starting salaries of these employees: (avg.) \$ 18.00 /hour

**Part D- Permanent Part-Time Employment Estimates-**  
(do not include owners, stockholders or their dependents)

Anticipated Number of New Part-Time Employees as a result of this project 2  
Anticipated Number within 12 months of Completion of this project \_\_\_\_\_  
Anticipated Number within 24 months of Completion of this project \_\_\_\_\_  
Typical Job Descriptions or Job Titles of these employees: \_\_\_\_\_  
GIFT SHOP EMPLOYEES

Anticipated starting salaries of these employees: (avg.) \$ 10.00 /hour

**Part E- Payroll Impact**

Within 12 months of Project Completion \_\_\_\_\_ Within 24 months of Project  
Completion \_\_\_\_\_

\$ 187,200.  
FTE X Avg. Wage X 40 hrs X 52 wks

\$ 20,800.  
PTE X Avg. Wage X 20 hrs X 52 wks

**SECTION VI- OTHER ASSISTANCE**

Has the Company applied for any State or Federal assistance on this  
project? No (X) Yes ( )  
Describe:

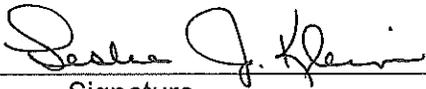
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the above information is an accurate description of  
the proposed project details.

LESLIE J. KLEIN  
Printed name

5/8/09  
Date

DEV. DIRECTOR, BOARD MEMBER  
Title

  
Signature

For additional information visit the City's website at [www.kerrville.org](http://www.kerrville.org) or call 830.792.8343.

Contact Information

City of Kerrville  
800 Junction Highway  
Kerrville, Texas 78028  
830. 257.8000

[www.kerrville.org](http://www.kerrville.org)

Kerr Economic Development Foundation  
1700 Sidney Baker  
Kerrville, Texas 78028

830.896.1157

[www.kerredf.org](http://www.kerredf.org)

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

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**SUBJECT:** Update from Staff on Library Renovation Project

**FOR AGENDA OF:** March 23, 2010

**DATE SUBMITTED:** March 10, 2010

**SUBMITTED BY:** Antonio Martinez  
Library Director

**CLEARANCES:** Kim Meisner, Director  
of General Operations 

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

As of the date of filing this agenda bill, staff has not received any new updates. Staff anticipates that there will be some updates to present by the March 23<sup>rd</sup> Council meeting.

**RECOMMENDED ACTION**

No action is recommended at this time.

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

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**SUBJECT:** Kerrville Budget/Economic Update

**FOR AGENDA OF:** March 23, 2010

**DATE SUBMITTED:** March 11, 2010

**SUBMITTED BY:** Mike Erwin   
Director of Finance

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:** Economic Update

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

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

**RECOMMENDED ACTION**

No action required information purposes only.

**CITY OF KERRVILLE  
ECONOMIC UPDATE AS OF MARCH 15, 2010**

**Current Month      Previous Month      1 Year Ago      Current Month**

<b>National</b>				
Unemployment	9.70%	9.70%	8.20%	February
Consumer Confidence	46	56.5	25	February
1 year T-Bills	0.41%	0.34%	0.68%	3/15/10

<b>State</b>				
Monthly Unemployment	8.20%	8%	6.40%	January
Monthly Sales Tax	\$1,655.3m	\$1,653.1m	\$1,929.3m	January

<b>Local</b>				
Monthly Unemployment (Kerr Co.)	5.60%	5.60%	4.80%	1/22/10
Median Listing Price	\$189,000	\$185,000	\$199,000	3/15/10
Monthly Sales Tax	\$325,061	\$472,523	\$401,138	3/15/10
Monthly EIC Tax	\$162,530	\$236,261	\$200,569	3/15/10
Monthly HOT	\$45,095	\$45,361	\$45,130	February

**FY2010 Budget      FY2010 Actual      % Received**

<b>General Fund</b>				
Tax Revenue	\$16,041,122	\$10,422,997	64.98%	3/15/10
Property Tax	\$8,467,168	\$7,642,957	90.27%	3/15/10
Sales Tax	\$5,124,000	\$2,219,216	43.31%	3/15/10
Permits & Fees	\$473,150	\$156,934	33.17%	3/15/10
Intergovernmental	\$695,156	\$264,105	37.99%	3/15/10
Service Revenues	\$3,291,310	\$1,277,268	38.81%	3/15/10
Grant Revenue	\$52,000	\$10,525	20.24%	3/15/10
Fines & Forfeitures	\$443,350	\$212,969	48.04%	3/15/10
Interest & Misc.	\$402,915	\$280,813	69.70%	3/15/10
Transfers In	\$1,260,825	\$721,951	57.26%	3/15/10
<b>Total General Fund</b>	<b>\$22,659,828</b>	<b>\$13,347,561</b>	<b>58.90%</b>	<b>3/15/10</b>

<b>Water/Sewer Fund</b>				
Water Sales	\$5,060,000	\$1,771,256	35.01%	3/15/10
Sewer Sales	\$3,900,000	\$1,712,601	43.91%	3/15/10
Other Revenue	\$669,500	\$388,666	58.05%	3/15/10
<b>Total Water &amp; Sewer Fund</b>	<b>\$9,629,500</b>	<b>\$3,872,523</b>	<b>40.22%</b>	<b>3/15/10</b>

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

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**SUBJECT:** Council Winter Retreat update from Public Works

**FOR AGENDA OF:** 03/23/10

**DATE SUBMITTED:** 03/12/10

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

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:** Kerrville Wastewater assessment, Street Reconstruction and Overlay map FY 2010, TEU Return on Investment for LED lighting

**AGENDA MAILED TO:**

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

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<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>
<b>\$</b>	<b>\$</b>	<b>\$</b>	

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

Pursuant to the February 12, 2010 Council Winter Retreat, Public Works provides the following update on various council requests:

An overall condition assessment of Kerrville's Water Supply was presented at the retreat, council asked for a similar assessment of Kerrville's Wastewater Collection System. The treatment plant is permitted at 4.5 million gallons per day, not to exceed 4,861 gallons per minute over any 2-hour period regardless of dry or wet weather conditions. Existing connections = 8,600, excess capacity based on wet weather = 3,950 connections, excess capacity base on wet weather = 0 connections. Wet weather flow is increased due to inflow and infiltration of storm water into the collection system, thus Kerrville's two highest priorities are to reduce inflow and infiltration and expand the plant flow equalization basin. These and other projects are identified in the Utility Master Plan and CIP. Other priorities and details are in the attached "Kerrville Wastewater, Ensuring Responsible Growth."

- Meeker Street (from Legion Dr. to Locust Run) has been added to the list of streets receiving in-house construction and rehabilitation for FY 2010. An updated map has been provided (attached).
- Council directed staff to evaluate the cost savings of LED street lighting. Public Works has consulted with TEU Services, Inc. of Kerrville, Texas to prepare a return on investment (ROI) analysis for various scenarios. Kerrville currently has

approximately 2700 street lights citywide. The ROI prepared by TEU Services, Inc. (attached) calculates the number of months to reach the return on investment of retrofitting existing 100 and 250 watt lights with 30 and 50 watt LED respectively, taking into account power consumption savings from the lower wattage LED, lamp ballast replacement savings (LED's don't use ballast), and labor savings from the lower maintenance associated with long lasting LED's. The ROI does not take into account installation, which would need to be negotiated with KPUB. The table below summarizes the ROI to replace all 2700 street lights with LED lighting.

Scenario	Number of lights	Existing Light (Watts)	Proposed LED (Watts)	Cost per Light	Total Cost	ROI (Months)
A	1800	100	30	\$699	\$1,258,200	74.34
B	700	250	50	\$899	\$629,300	57.90

Public Works will pursue grant funding to further develop street lighting upgrades.

### **RECOMMENDED ACTION**

Information and discussion.

# Kerrville Wastewater

## Ensuring Responsible Growth

2/12/2010 Council Winter Retreat Follow Up

### I. Existing Conditions

- Treatment Capacity at plant = 4,861 GPM 2-hour peak permitted (4.5 MGD)
- Collection Capacity limited by bottlenecks in system in various areas of city (lift stations, main sizes)
- Existing Connections = 8,600
- Excess Capacity based on peak dry weather conditions = 3,950 connections
- Excess Capacity based on peak wet weather conditions = 0 connections

### II. Growth Opportunities

**Table 1. Total Wastewater Treatment Plant Capacity**

Population	Year	*Peak Dry Weather 2-hr Flow Total (GPM)	Peak Plant Capacity 2-hr Flow (GPM)	Surplus or Deficit (GPM)	*Peak Wet Weather 2-hr Flow (GPM)	Peak Plant Capacity 2-hr Flow (GPM)	Surplus or Deficit (GPM)	Recommendation (See Section III below)
23,000	2007	3,347	4,861	1,514	8,208	4,861	(3,347)	1, 2, 3
25,000	2012	5,166	4,861	(305)	10,354	4,861	(5,493)	1, 3
28,000	2017	5,694	4,861	(833)	11,652	4,861	(6,791)	1, 3
35,000	2027	7,319	4,861	(2,458)	14,895	4,861	(10,034)	1, 3, 4

\*Calculations include population and volumes from regional wastewater sources (See Table 2 below)

**Table 2. Peak Dry and Wet Weather 2-hr Flow from Kerrville Residents and Regional Wastewater Sources**

Year	Peak Dry Weather 2-hr Flow						Peak Wet Weather 2-hr Flow					
	Kerrville Residents (GPM)	Ingram (GPM)	Ingram ISD (GPM)	Kerrville South (GPM)	Centerpoint (GPM)	Total (GPM)	Kerrville Residents (GPM)	Ingram (GPM)	Ingram ISD (GPM)	Kerrville South (GPM)	Centerpoint (GPM)	Total (GPM)
2007	3,111	0	55	181	0	3,347	7,666	0	180	362	0	8,208
2012	3,988	590	55	533	0	5,166	7,928	1,180	180	1,066	0	10,354
2017	4,516	590	55	533	0	5,694	9,226	1,180	180	1,066	0	11,652
2027	5,563	590	55	694	417	7,319	11,313	1,180	180	1,388	834	14,895

### III. Recommendations (Correspond with Table 1 above)

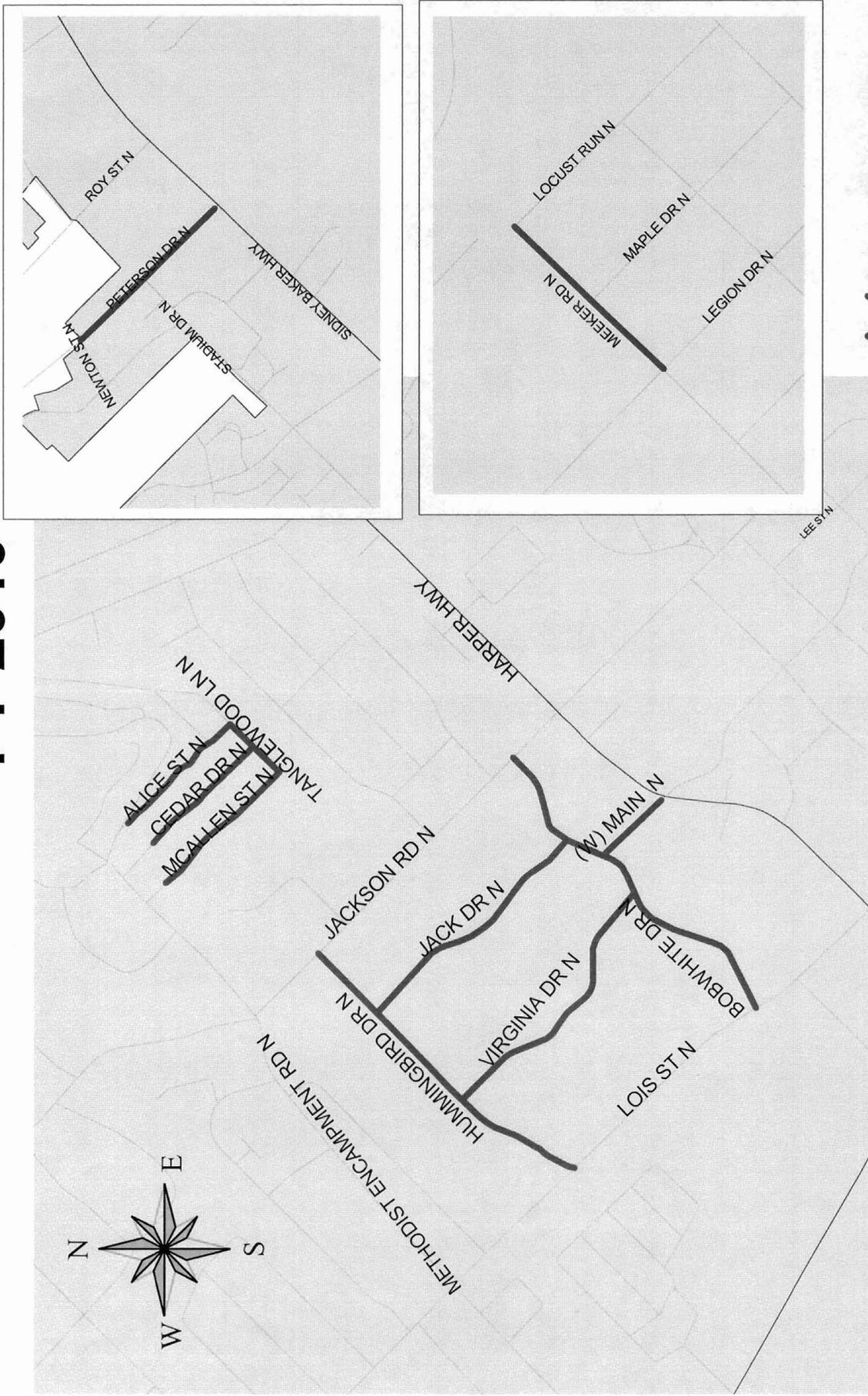
1. Reduce Inflow and Infiltration (I&I) to reduce peak wet weather flows (HIGH PRIORITY)
2. Expand Flow Equalization Basin (FEB) at plant
3. Expand collection system capacity (lift stations, force mains, trunk mains)
4. Expand treatment capacity from 4.5 MGD to 6.5 MGD by permit amendment and component upgrades (some components are already rated at 6.5 MGD), this would increase peak 2-hour flow rate to 7,021 GPM
5. Expand treatment capacity from 6.5 MGD to 8 MGD, this would increase peak 2-hour flow rate to 8,642 GPM

### IV. Next Steps

- Forecast growth (residential and non-residential)
- Determine build out
- Revise Master Plan
- Revise CIP
- Maximize ROI

# Street Reconstruction and Overlay

## FY 2010



0.4 Miles

Street Rehab 2010  
City Limits



name Street Dept.  
 contact Tom Maher  
 address mail \_\_\_\_\_  
 address physical \_\_\_\_\_  
 city Kerrville str TX zip 78028

fax \_\_\_\_\_  
 phone 792-8364  
 mobile phone \_\_\_\_\_  
 other phone \_\_\_\_\_  
 email tmaher@kerrville.org

# ROI Sheet A



Area	Existing Lighting Type	Light Count	Time the lights are on
Street lights	Pole 100w	Number of fixtures 1800	Number of days per year 365
	New LED Lighting Type	Number of bulbs per fixture 1	Number of hours burned per day 12
	30w LED Pole	Number of new bulbs per fixtures 1	

POWER SAVINGS	Year 1	Year 2	Year 3	Year 4	Year 5	Total Saved on Power
	\$ 82,387.80	\$ 84,859.43	\$ 87,405.22	\$ 90,027.37	\$ 92,728.19	\$ 437,408.02
<i>Old Lights</i>		<i>Ballast</i>	<i>New Lights</i>	<i>KWH</i>	<i>KWH Change</i>	
Watts per bulb 100		Watts per ballast 25	Watts per bulb 30	Cost per KWH 0.11	Yearly Increase 3%	

LAMP-BALLAST	Year 1	Year 2	Year 3	Year 4	Year 5	Total Saved on bulbs
	\$ 39,131.06	\$ 39,131.06	\$ 39,131.06	\$ 39,131.06	\$ 39,131.06	\$ 195,655.30
<i>Old Lights</i>		<i>Changes per year</i>	<i>New Lights</i>			
Cost per bulb \$ 50		Bulb changes 0.261	Cost per bulb \$ 699.00			
Cost per ballast \$ 100		Ballast changes 0.087	No ballast \$ 0			

LABOR SAVINGS	Year 1	Year 2	Year 3	Year 4	Year 5	Total Saved on Labor
	\$ 76,500.00	\$ 76,500.00	\$ 76,500.00	\$ 76,500.00	\$ 76,500.00	\$ 382,500.00
<i>In-house labor</i>		<i>Hours per light fixture</i>				
Dollars per hr \$ 85		Hours 0.5				

TOTAL SAVINGS	Year 1	Year 2	Year 3	Year 4	Year 5	Monthly Savings
	\$ 198,018.86	\$ 398,509.36	\$ 601,545.63	\$ 807,204.07	\$ 1,015,563.32	\$ 16,926.06
	<i>paid off year 1 15.7%</i>	<i>paid off year 2 31.7%</i>	<i>paid off year 3 47.8%</i>	<i>paid off year 4 64.2%</i>	<i>paid off year 5 80.7%</i>	
<i>Total Lamp Purchase</i>		<i>Total Cost Per Bulb</i>	<i>Total Bulbs</i>			
	\$ 1,258,200.00	\$ 699.00	1800			
<i>Sales Tax</i>						
<i>Total Investment</i>	\$ 1,258,200.00					

POSSIBLE TAX SAVINGS	Potential tax deduction	SQ FT of Relit Area	SQ FT Deduction Amt.	\$ 303   Extension of Energy-Efficient Buildings Deduction
	\$ 0.00	0	\$ 0.60	This bill extends ... deduction thru December 31, 2013 (5 Years) by amending Section 179D.

POSSIBLE REBATES	Amt of Rebate	Utility Company	Check with your local utility, city, county or state for current rebate programs for energy savings upgrades, or go to www.LEDbyTEU.com
	\$ -		

RETURN ON INVESTMENT	Amount of Investment	# of Months for ROI	5 Year net savings	11.5 Year net savings	KW Reduced	Yearly KWH savings
	\$ 1,258,200.00	74.34	\$ (242,636.68)	\$ 1,137,931.44	171.00	748,980.00



name Street Dept.  
 contact Tom Maher  
 address mail -  
 address physical -  
 city Kerrville sta TX zip 78028

fax -  
 phone 792-8364  
 mobile phone -  
 other phone -  
 email tmaher@kerrville.org



<b>Area</b> Street lights	<b>Existing Lighting Type</b> Pole 250w	<b>Light Count</b> Number of fixtures	700	<b>Time the lights are on</b> Number of days per year	365
	<b>New LED Lighting Type</b> 50w LED Pole	Number of bulbs per fixture	1	Number of hours burned per day	12
		Number of new bulbs per fixtures	1		

POWER SAVINGS	Year 1	Year 2	Year 3	Year 4	Year 5	Total Saved on Power		
	\$ 83,640.48	\$ 86,149.69	\$ 88,734.19	\$ 91,396.21	\$ 94,138.10	\$ 444,058.67		
<i>Old Lights</i>	<i>Ballast</i>		<i>New Lights</i>		<i>KWH</i>			
Watts per bulb	250	Watts per ballast	48	Watts per bulb	50	Cost per KWH	0.11	
						<i>KWH Change</i>	Yearly Increase	3%

LAMP-BALLAST SAVINGS	Year 1	Year 2	Year 3	Year 4	Year 5	Total Saved on bulbs
	\$ 11,869.82	\$ 11,869.82	\$ 11,869.82	\$ 11,869.82	\$ 11,869.82	\$ 59,349.10
<i>Old Lights</i>	<i>Changes per year</i>		<i>New Lights</i>			
Cost per bulb	\$ 30	Bulb changes	0.261	Cost per bulb	\$ 899.00	
Cost per ballast	\$ 105	Ballast changes	0.087	No ballast	\$ 0	

LABOR SAVINGS	Year 1	Year 2	Year 3	Year 4	Year 5	Total Saved on Labor
	\$ 29,750.00	\$ 29,750.00	\$ 29,750.00	\$ 29,750.00	\$ 29,750.00	\$ 148,750.00
<i>In-house labor</i>	<i>Hours per light fixture</i>					
Dollars per hr	\$ 85	Hours	0.5			

TOTAL SAVINGS	Year 1	Year 2	Year 3	Year 4	Year 5	Monthly Savings
	\$ 125,260.30	\$ 253,029.82	\$ 383,383.82	\$ 516,399.85	\$ 652,157.77	\$ 10,869.30
	<i>paid off year 1 19.9%</i>	<i>paid off year 2 40.2%</i>	<i>paid off year 3 60.9%</i>	<i>paid off year 4 82.1%</i>	<i>paid off year 5 103.6%</i>	
<i>Total Lamp Purchase</i>	\$ 629,300.00	<i>Total Cost Per Bulb</i>	\$ 899.00	<i>Total Bulbs</i>	700	
<i>Sales Tax</i>						
<i>Total Investment</i>	\$ 629,300.00					

POSSIBLE TAX SAVINGS	Potential tax deduction	SQ FT of Relit Area	SQ FT Deduction Amt.	\$ 303   Extension of Energy-Efficient Buildings Deduction
	\$ 0.00	0	\$ 0.60	This bill extends ... deduction thru December 31, 2013 (5 Years) by amending Section 179D.

POSSIBLE REBATES	Amt of Rebate	Utility Company	Check with your local utility, city, county or state for current rebate programs for energy savings upgrades, or go to www.LEDbyTEU.com
	\$ -		

RETURN ON INVESTMENT	Amount of Investment	# of Months for ROI	5 Year net savings	11.5 Year net savings	KW Reduced	Yearly KWH savings
	\$ 629,300.00	57.90	\$ 22,857.77	\$ 931,916.06	173.60	760,368.00