

**AGENDA FOR REGULAR MEETING**

**KERRVILLE CITY COUNCIL**

**TUESDAY, NOVEMBER 8, 2011, 6:00 P.M.**

**CITY HALL COUNCIL CHAMBERS**

**800 JUNCTION HIGHWAY, KERRVILLE, TEXAS**

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR MEETING, TUESDAY, NOVEMBER 8, 2011, 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**800 JUNCTION HIGHWAY, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION** offered by Eldon Sheffer, Director of Church Relations, Schreiner University.

**PLEDGE OF ALLEGIANCE TO THE FLAG** led by Russ Holmer, Military Officers Association of America.

**1. VISITORS/CITIZENS FORUM:**

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

**2. CONSENT AGENDA:**

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

2A. A resolution cancelling the regular meeting of the city council scheduled for December 27, 2011. (staff)

2B. Agreement with the Kerrville Convention & Visitors Bureau, Inc. for the use of hotel occupancy tax funds for promoting the arts advertising committee. (staff)

2C. Award contract to Library Interiors of Texas in an amount not to exceed \$201,500.00 for furniture and its installation for the Butt-Holdsworth Memorial Library. (staff)

2D. Work order amendment to the professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion project at the Butt-Holdsworth Memorial Library in an amount not to exceed \$25,000.00 for a total contract amount not to exceed \$146,000.00. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: November 4, 2011 at 10:00 a.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig  
City Secretary, City of Kerrville, Texas

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2E. Work order amendment to the professional services agreement with Freese and Nichols, Inc. for additional design services of the Birkdale lift station and new force main/co-mingle box at the wastewater treatment plant in an amount not to exceed \$117,000.00. (staff)

2F. Professional services agreement with Freese and Nichols, Inc. to provide preliminary engineering survey and design of the Jefferson lift station force and gravity mains in an amount not to exceed \$71,000.00. (staff)

**END OF CONSENT AGENDA**

**3. ORDINANCE, SECOND AND FINAL READING:**

3A. An ordinance abandoning, vacating, and closing two public right-of-ways consisting of Rodriguez Street as it extends between Water Street and Main Street (State Highway 27) and the alley which intersects with Rodriguez Street and extends between Francisco Lemos Street and Hays Street; said right-of-ways comprise 0.719 acre, more or less, and are out of Blocks 46 and 47 Schreiner's Addition, within the City of Kerrville, Kerr County, Texas; making a finding that neither the street nor the alley is required for present or future public use; providing for the terms and conditions of abandonment, vacation, and closure; and authorizing the city manager to take all necessary actions to effectuate the abandonment, vacation, and closure. (staff)

**4. PUBLIC HEARING AND ORDINANCE, FIRST READING:**

4A. An ordinance to continue the taxation of tangible personal property, goods-in-transit, which would otherwise be exempt pursuant to Texas Tax Code Section 11.253. (staff)

**5. CONSIDERATION AND POSSIBLE ACTION:**

5A. Cast the City of Kerrville's ballot for Kerr Central Appraisal District Board of Directors 2012 to 2013 term of office. (staff)

5B. Renaming of the City of Kerrville's lake on Guadalupe Street north of the water treatment plant dam. (Councilmember Gross)

5C. Landscape watering times under Ch. 110, Article III "Water Management Plan" of the City of Kerrville's Code of Ordinances. (staff)

5D. Settlement agreement regarding complaint of Cecil R. Atkission and City of Kerrville against Lower Colorado River Authority Transmission Services Corporation, Public Utility Commission of Texas (PUC), Docket No. 39516. (staff)

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Brenda Craig  
City Secretary, City of Kerrville, Texas

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**6. INFORMATION AND DISCUSSION:**

6A. Allied Waste's notice of solid waste curbside garbage and recycling collection day changes, including removal of Saturday collection. (staff)

6B. Update on the city hall construction project. (staff)

6C. Water resources report. (staff)

6D. Budget and economic update. (staff)

**7. ITEMS FOR FUTURE AGENDAS**

**8. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**9. EXECUTIVE SESSION:**

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

• Section 551.071 and 551.087:

Discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect that the Council seeks to have locate, stay, or expand in the City and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to such business prospect.

**10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION**

**11. ADJOURNMENT.**

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Brenda Craig  
City Secretary, City of Kerrville, Texas

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**Agenda Item:**  
**(Staff)**

2A. A resolution cancelling the regular meeting of the city council scheduled for December 27, 2011. (staff)



**CITY OF KERRVILLE, TEXAS  
RESOLUTION NO. \_\_\_-2011**

**A RESOLUTION CANCELING THE REGULAR MEETING OF  
THE CITY COUNCIL SCHEDULED FOR DECEMBER 27, 2011**

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

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

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

The regular meeting of the City Council scheduled for December 27, 2011, is hereby canceled.

**PASSED AND APPROVED ON this the \_\_\_\_ day of \_\_\_\_\_ A.D., 2011.**

\_\_\_\_\_  
David Wampler, Mayor

ATTEST:

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

APPROVED AS TO FORM:



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

# **Agenda Item:**

(Chief Young)

2B. Agreement with the Kerrville Convention & Visitors Bureau, Inc. for the use of hotel occupancy tax funds for promoting the arts advertising committee. (staff)



**AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS  
AND THE KERRVILLE CONVENTION & VISITORS BUREAU,  
INC. FOR USE OF HOTEL OCCUPANCY TAX FUNDS FOR  
PROMOTING THE ARTS ADVERTISING COMMITTEE**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Kerrville, Texas, a home rule municipal corporation, hereinafter referred to as "City", and the Kerrville Convention & Visitors Bureau, Inc., hereinafter referred to as "KCVB".

**WITNESSETH:**

**WHEREAS**, the City levies a tax within the City and its extraterritorial jurisdiction upon the occupancy of any room or space furnished by any hotel or motel and, pursuant to the provisions of Chapter 351 of the Texas Tax Code, disperses the proceeds of said tax to various organizations for their use pursuant to Chapter 351; and

**WHEREAS**, City will pay monies from its receipt of the hotel occupancy tax revenues to KCVB; and

**WHEREAS**, pursuant to its receipt of such funding, KCVB will advertise and promote Kerr County arts and cultural events throughout Texas in accordance with the KCVB marketing plan; and

**WHEREAS**, it is the desire of the parties hereto to continue to combine their efforts for the purpose of attracting tourists to the City so as to promote tourism and the hotel industry in the City; and

**WHEREAS**, during this year's budget process, the City Council approved the purpose and intent of the Arts Advertising Committee ("Committee") and the use of hotel occupancy tax revenues to advertise and promote the arts in Kerr County; and

**WHEREAS**, KCVB will administer the funding designated for the purposes of the Committee; and

**NOW, THEREFORE**, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of the City of Kerrville, Texas, the parties have agreed and do hereby agree as follows:

**ARTICLE I**

A. In consideration of KCVB promoting the City of Kerrville and fulfilling the requirements specified below in support of the Committee and its purposes, the City will pay KCVB the sum of FIFTY THREE THOUSAND, SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$53,750.00) during the term of this Agreement, such funds to come from the City's receipt of hotel occupancy tax revenues.

B. The City will pay KCBV the amount specified in I.A., above, in four, equal quarterly payments, with such payments to be made by the City on or before November 11, 2011, February 1, 2012, May 1, 2012, and August 1, 2012.

## ARTICLE II

KCVB understands that the funds paid to KCVB by the City are derived from tax revenues collected under the City's hotel occupancy tax ordinance and that the City has estimated the tax revenues to be collected during the term of this Agreement in its budget for the fiscal year 2011-2012. KCVB further understands, acknowledges, and agrees that if the tax revenues actually collected by the City are less than the estimated tax revenues to be collected during the City's fiscal year 2011-2012, City will be under no obligation to pay KCVB for the full amount set forth in Article I, above, but instead, the City may reduce any one or all of the quarterly payments based upon the City's good faith estimate of present and future tax revenue.

## ARTICLE III

- A. KCVB must use the funding that it receives from City under this Agreement for the sole purpose of advertising in state-wide magazines and newspapers such as *Texas Highways*, *Texas Monthly*, *AAA Journey*, and the *Texas Events Calendar* regarding exhibits, performances, and events at or held by the Kerr Arts & Cultural Center, Playhouse 2000, Texas State Arts and Crafts Fair, Kerrville Folk Festival, Kerr County Fair, Kerrville Wine and Music Festival, Hill County Arts Foundation, Kathleen C. Cailloux City Center for the Performing Arts, Riverside Nature Center, Symphony of the Hills, and the Museum of Western Art, collectively referred to herein as the "Arts Group".
- B. KCVB must coordinate the Committee to include representatives from each member of the Arts Group.
- C. KCVB will host at least 10 monthly meetings during the term of this Agreement for the Committee. Toward that end, KCVB will prepare the meeting agendas and send out meeting notices to the Committee, the Arts Group, and the City. The meeting will be open to the public, which the meeting agenda and notice will note.
- D. KCVB will sign advance insertion orders with magazines and newspapers; prepare layout of advertisements; seek approval from each Committee member that is advertising for a specific exhibit, performance, or event; and submit the advertisements and required payment for publication.
- E. KCVB must provide a monthly written report and full documentation to the City showing the advertisements and expenditures it has made or will make pursuant to this Agreement and that the funds provided by City pursuant to this Agreement were used only for the purposes authorized by this Agreement. KCVB must maintain books of account with correct entries of all expenditures that are made according to the terms of this Agreement and of funds allocated from other sources. Any and all books of account of KCVB must be at all times open to the inspection of the City or any of its officers or duly authorized agents. Upon such inspection, the City or its officers or agents must be afforded the opportunity on premises to make photographic copies of any and all documentation of books of account, including statements of account relating to the disposition of funds provided by the City under this Agreement and funds allocated from other sources. KCVB must maintain these books of account in Kerr County for a period of three (3) years following the expiration of the term of this Agreement. Notwithstanding Article I, above, City will be under no obligation to make any payment to KCVB if the reports required by this Article III have not been delivered to City.

F. Not later than June 1, 2012, KCVB must provide the City Manager with a written report of its accomplishments and ongoing projects and programs related to the services provided for herein during the first six (6) months of this Agreement.

#### ARTICLE IV

The term of this Agreement is for a period beginning on November 9, 2011, and ending on September 30, 2012.

#### ARTICLE V

This Agreement does not create any joint venture, partnership, or agency relationship between City and KCVB, it being the intent of the parties that KCVB must at all times be and operate hereunder as an independent contractor. KCVB will have exclusive control of and the exclusive right to control the details of the work to be performed hereunder and all personnel performing same and will be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, volunteers, licensees, and invitees. In no event shall any person participating in or performing any of KCVB's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

#### ARTICLE VI

In the event of any default by KCVB hereunder, including the use of the funds provided herein for purposes other than those stated herein, City may cease all future payments hereunder and terminate this Agreement. In addition, KCVB must, at City's request, refund to City funds that are not spent in accordance with this Agreement and any unspent and unobligated funds previously paid to KCVB.

#### ARTICLE VII

KCVB agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, by or from the carrying on of work or in the performance of services performed and to be performed hereunder. **KCVB COVENANTS AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES** from all suits, actions, claims, and expenses of any character, including attorney's fees, brought for or incurred on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any intentional or negligent act, omission, or conduct of KCVB, its officers, employees, agents, or servants.

#### ARTICLE VIII

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

## **ARTICLE IX**

KCVB must adhere to all local, state, and federal laws and regulations that may affect its actions made pursuant to this Agreement, and must maintain in effect during the term of this Agreement any and all federal, state and local licenses and permits which may be required of KCVB generally.

## **ARTICLE X**

KCVB may not assign this Agreement without the written consent of the City Manager.

## **ARTICLE XI**

The waiver by City of any breach of any term, condition, or covenant herein contained will not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

## **ARTICLE XII**

The obligations of the parties to this Agreement are performable in Kerr County, Texas, and if legal action is necessary to enforce same, exclusive venue will lie in Kerr County, Texas.

## **ARTICLE XIII**

This Agreement will be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **ARTICLE XIV**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original and constitute one and the same instrument.

## **ARTICLE XV**

Neither City nor KCVB will be required to perform any term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which will mean acts of God, civil riots, floods, and any other cause not reasonably within the control of City or KCVB except as herein provided, and which by the exercise of due diligence City or KCVB is unable, wholly or in part, to prevent or overcome.

## **ARTICLE XVI**

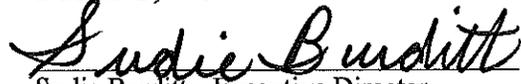
This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties, which relate to matters in this Agreement.

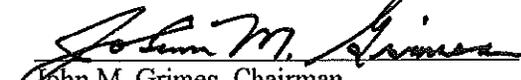
SIGNED AND AGREED by City and KCVB on the dates indicated below.

CITY OF KERRVILLE, TEXAS

KERRVILLE CONVENTION & VISITORS  
BUREAU, INC.

By \_\_\_\_\_  
Jeffrey Todd Parton, City Manager

  
Sudie Burditt, Executive Director

  
John M. Grimes, Chairman

\_\_\_\_\_  
Date

November 2, 2011  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

**Agenda Item:**  
**(Staff)**

2C. Award contract to Library Interiors of Texas in an amount not to exceed \$201,500.00 for furniture and its installation for the Butt-Holdsworth Memorial Library. (staff)

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

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**SUBJECT:** Award contract for furniture for the Butt-Holdsworth Memorial Library to Library Interiors of Texas and authorize City Manager to sign contract.

**FOR AGENDA OF:** November 8, 2011      **DATE SUBMITTED:** October 31, 2011

**SUBMITTED BY:** Daniel Schwartz      **CLEARANCES:** Kimberly Meisner  
Library Director      Director of General Operations *KM*

**EXHIBITS:** Bid Tabulation Sheet, Contract & Terms & Conditions,  
Library Interiors Furniture Order (Revision 7), Letter Response to Bid,  
Warranty Documents

**AGENDA MAILED TO:**

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

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Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$200,000.00	\$200,000.00	\$200,000.00	70-800-102
\$1,500.00	\$27,004.56	\$1,500.00	01-865-102

**PAYMENT TO BE MADE TO:** Library Interiors of Texas  
**REVIEWED BY THE DIRECTOR OF FINANCE:** *JLE*

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**SUMMARY STATEMENT**

The Friends of the Butt-Holdsworth Memorial Library (BHML) donated \$200,000.00 to the library designated to purchase new furniture at \$175,000.00 and technology at \$25,000.00. Council approved the publishing of a Request for Proposal (RFP) for Library Furniture on August 23, 2011. The RFP deadline was 3 PM on September 22, 2011.

A total of six (6) bids were received. Of those bids, two (2) vendors bid on every item in the base bid and at least one of the alternates. Two (2) vendors bid on the circulation and reference desk alone. Two (2) vendors bid on tables and chairs only.

Staff along with the President of the Friends reviewed the bids. The two vendors that bid on all the base bid items were invited to give a presentation to the group. After the presentations, the group decided to recommend Library Interiors of Texas to the Library Advisory Board due to their flexibility in selection of colors and designs, warranty, and delivery date.

The original budget for furniture was \$200,000.00. An enclosed Young Adult room was added to the project and appropriate furniture was selected for that area which increased the dollar amount needed for furniture to \$201,500.00. Since we have the donation from the Friends in the amount of \$175,000.00, we needed to find an additional \$26,500.00. We have salary savings from two unfilled positions that will allow us to fund the extra \$26,500.00 needed.

The Library Advisory Board (LAB) met on October 18, 2011. The LAB reviewed the Library Interiors of Texas proposal and the bid tabulation sheet of all bidders. They voted to accept the recommendation from staff of Library Interiors of Texas to provide furniture for the newly renovated library.

**RECOMMENDED ACTION**

Staff recommends awarding the contract for furniture for the Butt-Holdsworth Memorial Library to Library Interiors of Texas and authorizing City Manager to sign said contract in an amount not to exceed \$201,500.00.

BHMIL Furniture RFP - Vendors Bidding									
	Library Interiors	South Texas	Ted Glueck	CSI/Millwork	Demco - A	Demco - B	Demco - C	Furniture Forest	
1 - Circulation Desk	\$7,354.76	\$9,250.00	N/A	\$12,056.40	\$13,083.84	\$14,493.84	\$9,413.00	N/A	
2 - Reference Desk	\$7,354.76	\$8,185.00	N/A	\$12,056.40	\$13,083.84	\$14,493.84	\$9,413.00	N/A	
3 - Conference Table	\$3,080.48	\$5,135.00	N/A	N/A	N/A	N/A	N/A	N/A	
4 - Conference room Seating	\$7,169.23	\$4,668.00	N/A	N/A	N/A	N/A	N/A	N/A	
5 - Reading Room Table	\$2,365.73	\$1,360.00	\$800.00	N/A	N/A	N/A	N/A	See below	
6 - Reading Room Seating	\$5,848.00	\$6,320.00	N/A	N/A	N/A	N/A	N/A	See below	
7 - Computer Tables	\$19,164.92	\$17,028.00	N/A	N/A	N/A	N/A	N/A	N/A	
8 - Computer Table Seating	\$3,810.46	\$3,888.00	N/A	N/A	N/A	N/A	N/A	N/A	
9 - Children's Computer Tables	\$3,800.39	\$3,460.00	N/A	N/A	N/A	N/A	N/A	N/A	
10 - Children's Computer Table Seating	\$793.85	\$790.00	N/A	N/A	N/A	N/A	N/A	N/A	
11 - Computer Kiosks	\$7,376.92	\$6,615.00	N/A	N/A	N/A	N/A	N/A	N/A	
12 - Lounge Seating outside Reading Room	\$3,964.00	\$4,954.00	N/A	N/A	N/A	N/A	N/A	N/A	
13 - Lounge Seating Periodical Area	\$3,964.00	\$9,448.00	N/A	N/A	N/A	N/A	N/A	N/A	
14 - Lounge Seating Public -Center	\$12,324.30	\$5,136.00	N/A	N/A	N/A	N/A	N/A	N/A	
15 - Public Tables	\$8,291.08	\$18,720.00	N/A	N/A	N/A	N/A	N/A	See below	
16 - Public Seating at Tables	\$14,732.40	\$27,520.00	N/A	N/A	N/A	N/A	N/A	See below	
17 - Children's Area Seating	\$9,177.45	\$2,510.00	N/A	N/A	N/A	N/A	N/A	N/A	
18 - Staff Break Room	\$876.74	\$2,450.00	N/A	N/A	N/A	N/A	N/A	N/A	
Freight	\$12,406.67	Included	N/A	N/A	N/A	N/A	N/A	N/A	
Installation	\$9,925.34	Included	N/A	N/A	\$1,800.00	\$1,800.00	\$1,800.00	N/A	
<b>Base Bid:</b>	\$143,781.48	\$137,537.00	\$800.00	\$24,112.80	\$27,967.68	\$30,787.68	\$20,626.00	\$40,000.00	
ATL 1 - End panels	\$15,964.30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ATL 2 - Children's Area Shelving	\$27,395.80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
ATL 3 - Staff furniture	\$17,993.89	\$37,230.00	N/A	N/A	N/A	N/A	N/A	N/A	
ATL 4 - YA Room (change after bid deadline)	\$6,591.71								
<b>Total Bid:</b>	\$211,727.18	\$174,767.00	\$800.00	\$24,112.80	\$27,967.68	\$30,787.68	\$20,626.00	\$40,000.00	
Accept All	\$201,140.88								

NOTE: FURNITURE FOREST: Quote - \$40k of furniture max amount to be delivered by Dec. 30. Fifteen different tables cost \$700-1500. Six chairs from \$475-850. Adding star costs \$200, upholstered chairs add \$75, staining add 10% to base price.

GENERAL CONTRACT - SMALL PROJECT  
City of Kerrville / Library Interiors of Texas, LLC

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Kerrville, Texas, hereinafter referred to as the "Owner", and Library Interiors of Texas, LLC whose address is 701 Bluebonnet Lane, Temple, Texas 76502, hereinafter referred to as the "Contractor", is made for the following considerations:

1. The Contractor shall perform all work described in the proposal attached hereto as **Exhibit A**, attached hereto and incorporated herein by reference in accordance with plans and specifications provided to Contractor by City. In the event that the attached proposal fails to provide details related to the work to be performed, the work shall be performed in accordance with the directions of the Owner's Representative.
2. Whenever the words "Owner's Representative" or "representative" is used in this contract, it shall be understood as referring to, Kim Meismer, Director of General Operations, or to such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular capacity under this agreement.
3. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied that have well known, technical or trade meanings shall be held to refer to such recognized standards.
4. The Contractor shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract.
5. All work shall be done and all materials furnished in strict conformity with the contract.
6. The Owner's Representative:
  - a. may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents;
  - b. will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto; and

- c. will not be responsible for the Contractor's failure to perform the work in accordance with the contract.
7. All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall be understood to mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications. It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.
8. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.
9. **THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS AND ALL OF ITS 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 OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.**
10. Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this contract. When Owner so requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
11. Contractor shall carry insurance in the following types and amounts for the duration of this contract and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof to Owner:
- A. To the extent required by Texas Labor Code §409.096, certify to the Owner that Contractor has in effect workers' compensation insurance to cover Contractor's employees;

- B. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000. The policy must provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage, independent contractors coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the Owner.

Contractor shall not commence work under this contract until it has obtained all required insurance and until such insurance has been reviewed by the Owner. Contractor shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after Owner has received written notice of such cancellation or change.

12. Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned materials within a reasonable time after a written notice by the Owner, Owner may remove and replace it at Contractor's expense.
13. Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.
14. The Owner may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
  - (a) Defective work not remedied.
  - (b) Claims filed or reasonable evidence indicating possible filing of claims.
  - (c) Failure of the Contractor to make payments promptly to subcontractors or for material or labor which the Owner may pay as an agent for the Contractor.
  - (d) Damages to another contractor or subcontractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld because of them.

15. This contract may not be assigned in any way without the specific, written consent of the Owner.

16. After all work is completed by the Contractor, and the Owner has inspected and approved that work, the Owner shall not later than thirty (30) days thereafter issue payment to the Contractor the balance of the amount due under the contract as proposed in **Exhibit A**, hereto. The Owner shall be the final judge of when work is completed by the Contractor. The Owner shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all work is completed by the Contractor.
17. This contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
18. In the event of conflict between the provisions of any attachments or exhibits to this contract and the provisions of this contract, the provisions of this contract shall prevail.
19. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of this Agreement.

SIGNED AND AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011.

CITY OF KERRVILLE, TEXAS

CONTRACTOR,  
LIBRARY INTERIORS OF TEXAS, LLC

By: \_\_\_\_\_  
Todd Parton, City Manager

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

ATTEST:

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

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

## LIBRARY INTERIORS OF TEXAS, LLC - TERMS AND CONDITIONS OF SALE

City of Kerrville, TX Butt-Holdsworth Memorial Library

Revision 7-A

Please read these terms and conditions carefully. All orders for goods and any related services ("Products") by any buyer ("you") from Library Interiors of Texas, LLC ("LI-TX") are governed by these terms and conditions.

**1. Exclusive Terms.** LI-TX AGREES TO SELL ITS PRODUCTS ONLY ON THESE TERMS AND CONDITIONS. LI-TX EXPRESSLY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS IN YOUR PURCHASE ORDER OR SIMILAR DOCUMENT. No action by LI-TX shall be construed as an acceptance of any additional or different terms. You shall be deemed to have accepted these terms and conditions by any written indication of acceptance, by submitting an order in response to a quotation, by any action affirming your order without objection to these terms and conditions, by accepting any whole or partial shipment of Products, or by making any whole or partial payment to LI-TX.

**2. Price.** Unless LI-TX agrees otherwise in writing, you agree to pay LI-TX's price in effect at the time an order is accepted by LI-TX for all products and services ordered. Prices do not include freight, insurance, installation, export fees, storage, duties, or sales, use, or excise taxes, any special processing, handling, packaging, or other special treatment, or any other charges, fees, or taxes, all of which are your responsibility; provided, however, that the price shall include ocean freight, duties, and other costs incurred, if any, to bring the Products to the United States. LI-TX reserves the right, by giving you notice at any time before delivery, to increase the price of the Products to reflect any increase in the manufacturing or production cost to LI-TX, any change to delivery dates, quantities or specifications for the Products requested by you, or any delay caused by your instructions or your failure to give LI-TX adequate information or instructions.

**3. Cancellation of Orders.** You may not cancel an order, in whole or in part, without the written consent of LI-TX. No cancellation will be accepted by LI-TX except on terms that will fully indemnify and reimburse LI-TX against loss, including recovery of all costs incurred by LI-TX, and including indirect and overhead charges and profit.

**4. Delivery.** You acknowledge that shipment dates and delivery dates are estimates only. LI-TX agrees to use reasonable efforts to meet the estimated shipping date subject to your prompt provision of all necessary specifications and information; however, LI-TX will not be held responsible for any failure to meet an estimated date. If you request a delay in shipment, LI-TX shall have the right to (i) bill you for the Products at the initial requested delivery date, and (ii) bill you for any storage charges incurred. In the case of delivery of Products by installments, you agree that you will not treat the delivery of faulty Products in any one installment or the late delivery or non-delivery of any one installment as a repudiation of the whole contract. Unless special shipping instructions are received and accepted by LI-TX before the shipment date, LI-TX shall, in its sole judgment, determine the means and routing of shipment, or store the Products at your expense until you provide shipping instructions.

**5. Risk and Title to Products.** Unless otherwise expressly agreed by LI-TX, all shipments are F.O.B. point of shipment. "Point of shipment" shall be, as applicable: LI-TX's dock; for drop shipments, manufacturer's or distributor's dock; for international Products, the United States point of entry. LI-TX will select the origin of all shipments, and all delivery destinations will be subject to LI-TX's approval. Title to and risk of loss for Products will pass at the F.O.B. point.

**6. Exclusion of Warranties.** You acknowledge that LI-TX is not the manufacturer of the Products, and therefore (a) LI-TX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS, and (b) LI-TX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Products are warranted only to the extent of the manufacturer's warranties, which LI-TX has provided to the City of Kerrville, TX.

**7. Limitation of Remedies and Damages.** LI-TX's liability and your remedies under this Agreement will be limited solely to replacement or credit, at LI-TX's option, with respect to Products for which LI-TX has received, within thirty (30) days after your receipt of the Products, evidence satisfactory to LI-TX of defective or incorrect Products. LI-TX'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCTS. LI-TX WILL NOT BE LIABLE, UNDER ANY

CIRCUMSTANCE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS RESULTING FROM THE USE OF OR INABILITY TO USE THE PRODUCTS OR FROM THE PRODUCTS BEING INCORPORATED IN OR BECOMING A COMPONENT OF ANY OTHER ARTICLE. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

**8. Variations.** Any minor shortages or defects that do not materially affect the use for which the Products are intended will not affect the terms of payment. Products, specifications, and colors may differ slightly from those illustrated in LI-TX's literature and samples. Any typographical or clerical omission in any sales literature, price list, quotation, acceptance of offer, invoice or other document or other information issued by LI-TX shall be subject to correction without any liability on the part of LI-TX.

**9. Claims.** LI-TX's responsibility for shipment shall cease upon delivery to the carrier. Any claims for damages or loss occurring in shipment shall be made by you directly to the carrier. All other claims for damages, defects, loss, shortages, or incorrect Products must be made within fourteen (14) days after receipt of the Products, unless otherwise agreed by the parties in writing. YOUR FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE UNCONDITIONAL WAIVER OF THAT CLAIM. LI-TX reserves the right to accept or reject any claim in whole or in part. LI-TX shall not be responsible for any defects caused by your willful or negligent acts, incorrect storage or installation of the Products, or normal wear and tear. Any claim based on a manufacturer's warranty shall be made within the period prescribed by the warranty.

**10. Credit Report and Payment.** You hereby give LI-TX permission to make all reasonable inquiries into your credit history. Following such reviews, LI-TX will notify you of the payment terms for your orders, which will be one of the following:

- (a) **Net 30 Days.** All amounts for the Products ordered are due within 30 days of date of LI-TX's invoice for the Products.
- (b) **25% Down, Net 30 Days.** You must pay 25% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.
- (c) **50% Down, Net 30 Days.** You must pay 50% of the order amount upon notice from LI-TX of the terms of payment, and the remaining balance is due within 30 days of date of LI-TX's invoice for the Products.
- (d) **100% Down or Payment Bond.** The full price of all orders must be paid upon notice from LI-TX of the terms of payment. Alternatively, you may provide a payment bond or other security acceptable to LI-TX.
- (e) **As Negotiated with the City of Kerrville, Texas:**
  - 10% of the order amount with Contract.**
  - 40% of the order amount upon delivery of product[s]. Payable five (5) days from invoice date.**
  - 50% of the order amount upon substantial completion. Payable five (5) days from invoice date.**

If you are required to make a down payment under the preceding payment terms, LI-TX may not process your order for Products under this contract until such down payment is received by LI-TX. If payment is not made in full by the due date, LI-TX may charge interest at a rate of up to 1 ½% per month (18% per year compounded monthly) on the amount outstanding until its is paid in full. You agree that you will not withhold payment of any amount due because of any other claims or set-off you may have against LI-TX.

**11. Collection and Other Fees.** You agree to pay LI-TX all costs, including reasonable attorneys fees, incurred by LI-TX in collecting amounts you owe to LI-TX or in otherwise enforcing, asserting, or defending these terms and conditions.

**12. Indemnity.** To the extent permitted by law, if the Products are to be manufactured or any process is to be applied to the Products in accordance with a specification submitted by you, to the extent permitted by law, you hereby indemnify LI-TX against all loss, damages, costs and expenses awarded against or incurred by LI-TX in connection with or paid or agreed to be paid by LI-TX in settlement of any claim whatsoever including, but not limited to, infringement of any patent, copyright, design, trademark or other intellectual property rights of any other person that results from LI-TX's use of your specification.

**13. No installation.** These terms and conditions do not govern the installation of any Products purchased from LI-TX, unless installation is quoted by LI-TX, and performed by LI-TX.

**14. Force Majeure.** LI-TX shall not be responsible for any failure or delay in the performance of any of its obligations due to causes beyond its control, including, without limitation, fire, storm, flood, freeze, accident, customs or other acts of government, labor disputes, failure or delays of energy, wars, acts of terrorism, riots, public disorders and acts of God.

**15. Disputes.** Any disputes relating to these terms and conditions shall be decided in accordance with the laws of the State of Texas without reference to conflicts of laws principles. Exclusive jurisdiction and venue of any lawsuit relating to this contract shall lie in the state and federal courts of Kerr County, Texas.

**16. Miscellaneous.** The invalidity or unenforceability of any of these Terms and Conditions shall not affect the validity or enforceability of any other Terms and Conditions. Any delay or failure by LI-TX in enforcing its rights shall not be construed as a waiver of those rights. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, legal personnel, representatives, successors and assigns, but shall not be assignable by you without the written consent of LI-TX. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, representations, warranties, statements, promises, arrangements, and understandings, whether written or oral, expressed or implied with respect thereto. Any changes or amendments to these Terms and Conditions must be agreed in writing by both parties.

The following shall be considered as part therein to these Terms & Conditions and to any resulting Contract with the City of Kerrville, Texas:

- [A] LI-TX letter date 9/22/2011 to the City of Kerrville, TX in response to their RFP for "Furniture for BHML". Elsewhere also referred to as "Exhibit A"
- [B] LI-TX quotation [Revision 7 dated 11/1/2011] to the City of Kerrville, TX in response to their RFP for "Furniture for BHML". Elsewhere also referred to as "Exhibit A"
- [C] City of Kerrville, Texas "Request for Proposal" for "Furniture for BHML" with due date of 9/22/11 @ 3:00 PM.
- [D] Manufacturers' Standard Warranty Statements [attached].

Revision Z

RFP#	Description	Color	Product #	Qty	List Each	Sell Ea.	Sell Total
1	Circulation Desk, 38"x17'x8'6", 3 HPL, Design "C"	Toekick: brushed aluminum HPL Lower panel: Asian Night Upper Panel: Brune Slate Work Surface: Brune Slate Work Surface Height = 31"	T2DW69211A WA 7949K-18 HPL WA 1763-60 HPL WA 1763-60 HPL	1		\$6,100.00	\$6,100.00
	ADA Counter Height = 31"		Nicole	1			included
	Patron Station, ADA height	Granite: TBD 3 CM	SW 7048	1			included
	Gate, double swing, 24"	Urban Bronze on maple	SW 7048	1			included
	Pedestal Drawer, File/File, steel	Dark Neutral	orp621.23	1	\$290	\$178.46	\$178.46
	Pedestal Drawer, Box/Box/File, steel	Dark Neutral	orp631.23	1	\$290	\$178.46	\$178.46
	CPU Holder, steel	Dark Neutral	ump162.01bk	2	\$188	\$115.69	\$231.38
	Pencil Drawer, steel	Dark Neutral	ump453.02bk	2	\$33	\$20.31	\$40.62
	Chair, caster base, mid-back, Grade 4	Shell = Suede Frame = Dark Neutral Fabric: Stinson "Ace"	AB10501-AmSeCo	2	\$396	\$243.69	\$487.38
	Wiring Channel	Black	Marina FLG custom	18	\$10.00	\$7.69	\$138.46
2	Reference Desk, 38"x17'x8'6", 3 HPL, Design "C-Mirror"	Toekick: brushed aluminum HPL Lower panel: Asian Night Upper Panel: Brune Slate Work Surface: Brune Slate Work Surface Height = 31"	T2DW69211B WA 7949K-18 HPL WA 1763-60 HPL WA 1763-60 HPL	1		\$6,100.00	\$6,100.00
	ADA Counter Height = 31"		Nicole	1			included
	Patron Station, ADA height	Granite: Nicole TBD	SW 7048	1			included
	Gate, double swing, 24"	Urban Bronze on maple	SW 7048	1			included
	Pedestal Drawer, File/File, steel	Dark Neutral	orp621.23	1	\$290	\$178.46	\$178.46
	Pedestal Drawer, Box/Box/File, steel	Dark Neutral	orp631.23	1	\$290	\$178.46	\$178.46
	CPU Holder, steel	Dark Neutral	ump162.01bk	2	\$188	\$115.69	\$231.38
	Pencil Drawer, steel	Dark Neutral	ump453.02bk	2	\$33	\$20.31	\$40.62
	Chair, caster base, mid-back, Grade 4	Shell = Suede Frame = Dark Neutral Fabric: Stinson "Ace"	AB10501-AmSeCo	2	\$396	\$243.69	\$487.38
	Wiring Channel	Black	Marina FLG custom	18	\$10.00	\$7.69	\$138.46
3	Conference Table, 42"x120"x31", T-Bevel edge	Style: Boat shaped 6 leg Edgeband: Urban Bronze on maple Top: Mission Shadow Work Surface Height = 31"	TB42x120Med-Teres SW 7048 WA 4892-38	1	\$4,312	\$2,388.18	\$2,388.18
	Power Data port [2-AC, 2-data]	Black	byrnc	2	\$400	\$307.69	\$615.38
	Wiring Channel	Black	custom	10	\$10.00	\$7.69	\$76.92
4	Chair, Executive Height Swivel, with arms, Grade 4	Caster Base: Black Fabric: Faux Leather "Legacy" Black Arms: Black	HPF1 621-cougar LY625	10	\$1,165	\$716.92	\$7,169.23

Revision 7

RFP#	Description	Color	Product #	Qty	List Each	Sell Ea.	Sell Total
5	Reading Table, 48"x48"x31", T-Bevel edge	Style: Square 4 leg Edgeband: Urbane Bronze on maple Top: Mission Shadow	TB4848M-teres SW 7048 WA 4852-38	1	\$983	\$544.43	\$544.43
	Power port [2-AC] under-mount	Work Surface Height = 31"	mini-top	1	\$150	\$109.92	\$109.92
	Wiring Channel	Black		2	\$10.00	\$7.69	\$15.38
	Chair, Management Height Swivel, with arms, Grade 4	Caster Base: Black	HPFI 750-nextop	4	\$689	\$424.00	\$1,696.00
		Seat: Faux Leather "Legacy" Black					
		Back: Mesh Black					
		Arms: Black					
6	Team Chair, tablet arm, caster base, Grade 4	Arms & Tablet: Graphite	HPFI 1737D-generis	4	\$2,478	\$1,462.00	\$5,848.00
		Base: Open					
		Casters: Carpet type					
		Sides: Maharam "Article"	031 Truffle				
		Seat & Back: Momentum "Spin"	Gray Matter				
7	Computer Table, 24"x36"x31" h, T-Bevel Edge	Style: Square 4 leg Edgeband: Urbane Bronze on maple Top: Mission Shadow	TB2436M-teres SW 7048 WA 4852-38	24	\$785	\$434.77	\$10,434.46
		Work Surface Height = 31"					
		Grommet: 3" Black					
	Privacy Screen	Frosted: Standard K&J	T2DW69211C	24	\$300	\$230.77	\$5,538.46
	Power Port [2-AC] under-mount	Black	mini-top	24	\$150	\$109.92	\$2,638.45
	Wiring Channel	Black	custom	72	\$10.00	\$7.69	\$553.85
8	Chair, caster base, mid-back, molded, without arms	Shell = Suede Frame = Dark Neutral	AB02501-AmSeCo	24	\$258	\$158.77	\$3,810.46
9	Computer Table, 24"x36"x27" h, TR Edge	Style: Square 4 leg Edgeband: Clear coat on maple Top: Tropical Illusion	TR2436M-teres NV alb001+	5	\$785	\$434.77	\$2,173.85
		Work Surface Height = 27"	Nicole				
		Grommet: 3" Black					
	Privacy Screen	Frosted: Standard K&J	T2DW69211C	5	\$300	\$192.31	\$961.54
	Power Port [2-AC] under-mount	Black	mini-top	5	\$150	\$109.92	\$549.62
	Wiring Channel	Black	custom	15	\$10.00	\$7.69	\$115.38
10	Chair, caster base, mid-back, molded, without arms	Frame: Steel Gray Shell: "Leaf" [qty = 2] Shell: "Aqua" [qty = 2]	AB02501-AmSeCo	5	\$258	\$158.77	\$793.85
11	iPAC Stations, w/CPU box, floor mount, weighted base	Frame: Urbane Bronze Laminate: Mission Shadow	T2DW69211D SW 7048 WA 4852-38	7	\$1,500	\$1,053.85	\$7,376.92

Revision 7

RFP#	Description	Color	Product #	Qty	List Each	Sell Ea.	Sell Total
12	Club Chair, Grade 4, "Claudia"	Seat & Back: Momentum "Spin" Arms: Maharam "Article"	HPFI 5301-claudia Grey Matter 031 Truffle	2	\$1,762	\$1,022.00	\$2,044.00
	Loveseat, Grade 4, "Claudia"	Seat & Back: Momentum "Spin" Arms: Maharam "Article" Finish: "Expresso"	HPFI 5302-claudia Grey Matter 031 Truffle HPFI hw_ct48 hyperwork	1	\$2,419	\$1,488.62	\$1,488.62
13	Club Chair, Grade 4, "Claudia"	Seat & Back: Momentum "Spin" Arms: Maharam "Article"	HPFI 5301-claudia Grey Matter 031 Truffle	2	\$1,762	\$1,022.00	\$2,044.00
	Loveseat, Grade 4, "Claudia"	Seat & Back: Momentum "Spin" Arms: Maharam "Article" Finish: "Expresso"	HPFI 5302-claudia Grey Matter 031 Truffle HPFI hw_ct48 hyperwork	1	\$2,419	\$1,488.62	\$1,488.62
14a	Club Chair, Grade 4, "Claudia"	Seat & Back: Momentum "Spin" Arms: Maharam "Article"	HPFI 5301-claudia Metro Stop 031 Truffle	8	\$1,762	\$1,022.00	\$6,176.00
14b	Loveseat, Grade 4, "Claudia"	Seat & Back: Maharam "Article" Arms: Maharam "Article" Finish: "Expresso"	HPFI 5302-claudia 031 Truffle 031 Truffle	2	\$2,319	\$1,427.08	\$2,854.15
14c	Coffee Table, 24"x48"x18"	Finish: "Expresso"	HPFI hw_ct48 hyperwork	3	\$701	\$431.38	\$1,294.15
15	Reading Table, 48"round x31", T-Bevel edge	Style: Round 4 leg Edgeband: Urbane Bronze Laminate: Mission Shadow Work Surface Height = 31"	TB048M-teres SW 7048 WA 4852-38	15	\$998	\$552.74	\$8,291.08
16	Chair, Leg Base, maple, without arms, "Jasper Chair"	Frame: Urbane Bronze Seat & Back: Momentum "Spin"	JC 433-UBS-18 SW 7048 Bright Idea	60	\$399	\$245.54	\$14,732.40
17b	Children's Area [Tables] Reading Table, 42" round, 25"h, T-Bevel edge	Style: Round 4 leg Edgeband: Clear coat on maple Laminate: Tropical Illusion Work Surface Height = 25"	TB042M-teres NV alb001t	3	\$947	\$524.49	\$1,573.48
	Reading Table, 48" round, 25"h, T-Bevel edge	Style: Round 4 leg Edgeband: Clear coat on maple Laminate: Tropical Illusion Work Surface Height = 25"	TB048M-teres NV alb001t	3	\$998	\$552.74	\$1,658.22
	Reading Table, 60" round, 27"h, TriBase	Style: Round 4 leg Edgeband: Clear coat on maple	TR060Mmod-teres	1	\$2,902	\$1,607.26	\$1,607.26

Revision 7

RFP#	Description	Color	Product #	Qty	List Each	Sell Ea.	Sell Total
		Laminate: Tropical Illusion	NV alb001t				
		Work Surface Height = 25"					
17c	Children's Area [Seating]						
	Chair, Hardwood, 14"	Finish: Clear coat on maple	wd880621	24	\$125	\$92.31	\$2,215.38
	Chair, Hardwood, 16"	Finish: Clear coat on maple	wd880622	6	\$150	\$107.69	\$646.15
	Cubes, Padded, Handle, "BLOX"	Different color coth face of cube:	T2DW69211E	8	\$200	\$184.62	\$1,476.96
		Fabric: Momentum "Silica"	Tropic				
		Fabric: Momentum "Silica"	Alloy				
		Fabric: Momentum "Silica"	Bistro				
		Fabric: Momentum "Silica"	Appletini				
		Fabric: Momentum "Silica"	Dewpoint				
		Fabric: Momentum "Silica"	Marrigold				
18	Staff Room						
	Table, 48"x48"x29", T-Bevel edge	Style: Round 4 leg	T84848M-Ternes	1	\$983	\$944.43	\$944.43
		Edgeband: Urbane Bronze	SW 7048				
		Laminate: Ebony Fusion	WA 1799k-07				
		Work Surface Height = 31"					
	Chair, sled base, mid-back, molded	Shell = Suede	AC0220-AnSeCo	4	\$135	\$83.08	\$332.31
		Frame = Dark Neutral					
					Total		\$121,449.52
	Sub-Total			1			\$12,406.67
	Freight, Delivery & Insurance to Jobsite			1			\$9,925.34
	Project Management, Installation, Cleanup & Warranty			1			\$143,781.53
	Total: Base Bid						
	Alternate #1: Replace Existing End panels	ToeKick: Slate Gray HPL	T2DW69211A-rotated	30		\$461.54	\$13,846.15
		Right-hand Face: Asian Night HPL	WA 7949K-18 HPL				
		Left-hand Face: Brune Slate HPL	WA 1763-60 HPL				
		Back side: Champagne Putty					
		Range Signs: 2"x8" 2-ply self print					
	Freight, Delivery & Insurance to Jobsite			1			\$800.00
	Project Management, Installation, Cleanup & Warranty			1			\$1,318.15
	Total: Alternate #1			1			\$15,964.31
	Alternate #2: Children's Area Shelving						
17a	Children's Area [Entrance Shelving]						
	12"x42" SF Shelving, backstop w/support	Champagne Putty	wf161120	4	\$310	\$169.65	\$678.61
	14" x 76" Canopy Top	Laminate: Tropical Illusion	NV alb001t	2	\$400	\$307.69	\$615.38
	14" x 42" End Panel w/slatwall	Laminate: Tropical Illusion	NV alb001t	2	\$500	\$346.15	\$692.31
	36" x 42" Printed Back Display Panel	Client provided images & quotations	custom-acrylic	2	\$1,000	\$769.23	\$1,538.46
	12"x66" SF Shelving, backstop w/support	Champagne Putty	wf161120	4	\$437	\$239.16	\$956.63

Revision 7

RFP#	Description	Color	Product #	Qty	List Each	Sell Ea.	Sell Total
	14" x 76" Canopy Top	Laminate: Tropical Illusion	NV alb001t	2	\$400	\$307.69	\$615.38
	14" x 66" End Panel	Laminate: Tropical Illusion	NV alb001t	2	\$350	\$284.62	\$569.23
	14" x 14" End Panel	Laminate: Tropical Illusion	NV alb001t	2	\$250	\$192.31	\$384.62
	36" x 66" Printed Back Display Panel	Client provided images & quotations	custom-acrylic	2	\$1,000	\$923.08	\$1,846.15
17d	Children's Area [Shelving]	Champagne Putty					
	24"x42" DF Mobile, Starter [6 levels/side]	Champagne Putty	ed42120s	10	\$730	\$399.51	\$3,995.07
	24"x42" DF Mobile, Adder [6 levels/side]	Champagne Putty	ed42120a	10	\$599	\$327.81	\$3,278.14
	Mobile Shelving Kit, per pair	Champagne Putty	hrdw13-14	10	\$162	\$88.66	\$886.58
	Backstop Shelf w/support, per section	Champagne Putty	custom	20	\$84	\$45.97	\$919.41
	24" x 42" Printed Display End Panel	Client provided images & quotations	custom-acrylite	3	\$600	\$461.54	\$1,384.62
	Sub-Total				Total		\$18,360.59
	Freight, Delivery & Insurance to Jobsite			1			\$4,699.54
	Project Management, Installation, Cleanup & Warranty			1			\$4,335.67
	<b>Total: Alternate #2</b>			<b>1</b>			<b>\$27,395.80</b>
104	Alternate #3: Office Furniture						
	Pedestal Desk, RH, 30"x48"x29", "Hyperworks"	Top laminate: Natural Maple	H_431R-hyper	5	\$900	\$553.85	\$2,769.23
		Base Laminate: Graphite	FM				
		Pulls: Ebony	G				
			HE				
	Pedestal Desk, LH, 30"x48"x29"	Top laminate: Natural Maple	H_431L-hyper	4	\$900	\$553.85	\$2,215.38
		Base Laminate: Graphite	FM				
		Pulls: Ebony	G				
			HE				
	Multi-File Cabinet, 36"x24"x29"	Top laminate: Natural Maple	H_735-hyper	9	\$1,180	\$726.15	\$6,535.38
		Base Laminate: Graphite	FM				
		Pulls: Ebony	G				
			HE				
	Chair, Management Height Swivel, with arms, Grade 4	Castor: Base: Black	DELETED	0	\$689	\$424.00	\$0.00
		Seat: Faux Leather "Legacy" Black					
		Back: Mesh Black					
		Arms: Black					
105	Bow Front Desk, frosted alum, 36"x72"x29"		H_7018F285-hyper	1	\$2,622	\$1,613.54	\$1,613.54
	Center Drawer		"G"	1	\$180	\$110.77	\$110.77
	Bookcase Credenza, 72"x24"x29"		H_84733L-hyper	1	\$1,660	\$1,021.54	\$1,021.54
	Special bottom structure		"H"	1	\$160	\$98.46	\$98.46
	Overhead Storage, frosted alum, 72"x16"x36.5		HW_738AD	1	\$2,266	\$1,394.46	\$1,394.46
	Task light		"T"	1	\$126	\$77.54	\$77.54
		Top laminate: Natural Maple					
		Base Laminate: Graphite					
		Pulls: Ebony					





401 CONGRESS AVENUE, #1540  
AUSTIN, TX 78701  
512 964 2790

Date: 9/22/2011

Project: City of Kerrville, TX  
Furniture for Butt-Holdsworth Memorial Library

For each functional area, or type of furniture, we offer to supply products as described below. Pricing for each product is shown on a separate spreadsheet document, and all of the proposed products are supported by included images or product drawings as appropriate.

1. Circulation Desk

The proposed circulation desk will be shaped as shown on the RFP drawings. This will facilitate connection to the power and data ports being supplied in the new construction. The custom built unit will use 21<sup>st</sup>. century materials, fittings, connections and fasteners, and all structural panel materials are of furniture-grade quality and specifically intended for this purpose. All functionality requested in the RFP is included in our proposal, including the ADA patron access desk and provisions for easy addition of a third work station. Desk will be completely fabricated off-site and will be simply re-assembled on-site. The patron-side fascia will be client's choice: HPL, or re-purposed solid wood paneling from excess existing shelving end panels.

The 38" high Patron Ledge will be of Class A granite construction, providing a classic look and exceptional wear resistance. The 29" high work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. Pedestals are of steel construction with locking drawers. Steel CPU holders, and pencil drawers are included. Task chairs for the staff are included and will be same style/fashion/construction as used elsewhere in our proposal, differing only in fabric, etc. All seating will "match" throughout the facility.

The proposed Circulation Desk and the Reference Desk will be mirror-images of each other, varying only in the functionality as requested.

2. **Reference Desk**

The proposed reference desk will be shaped as shown on the RFP drawings. This will facilitate connection to the power and data ports being supplied in the new construction. The custom built unit will use 21<sup>st</sup>. century materials, fittings, connections and fasteners, and all structural panel materials are of furniture-grade quality and specifically intended for this purpose. All functionality requested in the RFP is included in our proposal, including the ADA patron access desk and provisions for easy addition of a third work station. Desk will be completely fabricated off-site and will be simply re-assembled on-site. The patron-side fascia will be client's choice: HPL, or re-purposed solid wood paneling from excess existing shelving end panels.

The 38" high Patron Ledge will be of Class A granite construction, providing a classic look and exceptional wear resistance. The 29" high work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. Pedestals are of steel construction with locking drawers. Steel CPU holders, and pencil drawers are included. Task chairs for the staff are included and will be same style/fashion/construction as used elsewhere in our proposal, differing only in fabric, etc. All seating will "match" throughout the facility.

The Reference Desk and the Circulation Desk will be mirror-images of each other, varying only in the functionality as requested.

3. **Conference Room [table]**

The proposed table will be 42" wide by 120" long, 29" high with HPL top surface and solid hardwood edgeband. The table will comfortably seat a total of ten [10] and is specifically designed to accommodate the chairs listed below. The work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. The table will have built-in wire management and easy access to power, data and output to overhead projector.

4. **Conference Room [seating]**

The proposed caster-based mid back chairs [design used throughout our proposal] are based upon one of the most comfortable seats known to

mankind: the "tractor seat" from a Farmall tractor. These chairs provide true passive ergonomic features, are height adjustable [15" to 19"], with tilt/no tilt functions. The conference room chairs will have arms and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. Custom casters appropriate for the floor surface material are included. All seating will "match" throughout the facility.

5. **Reading Room [table]**

The proposed reading room table will be 48" x 48" x 29" high of the same basic design and construction as the conference room table. The table will comfortably seat a total of four [4] and is specifically designed to accommodate the chairs listed below. The work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. All materials [including the edgeband] are warranty protected for greater than 5 years. The table will have built-in wire management and easy access to power and data.

**Reading Room [seating]**

The proposed caster-based mid back chairs [design used throughout our proposal] provide true passive ergonomic features, are height adjustable [15" to 19"], with tilt/no tilt functions. The reading room chairs will not have arms and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. Custom casters appropriate for the floor surface material are included. All seating will "match" throughout the facility.

6. **Reading Room [casual arm seating]**

The proposed casual seating chairs will have removable and interchangeable [left- or right-handed] tablet arms, storage compartment below seat, are mounted on self-locking casters, have wood arm caps for stain resistance, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP.

7. **Computer Tables**

The proposed computer tables are 24" x 36" x 29" [or 31"] high, complete with custom acrylic privacy screens. The tables will have built-in wire management and easy access to power and data. The work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. Other than height, they are same design as computer tables proposed for the children's area.

8. **Computer Tables [seating]**

The proposed caster-based mid back chairs [design used throughout our proposal] provide true passive ergonomic features, are height adjustable [15" to 19"], with tilt/no tilt functions. The computer chairs will not have arms and will be injection molded textured polypropylene. Custom casters appropriate for the floor surface material are included. All seating will "match" throughout the facility.

9. **Computer Tables [Children's]**

The proposed computer tables are 24" x 36" x 25" [or 27"] high, complete with custom acrylic privacy screens. The tables will have built-in wire management and easy access to power and data. The work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. Other than height, they are same design as computer tables proposed for the adults area.

10. **Computer Table Seating [Children's]**

The proposed caster-based mid back chairs [design used throughout our proposal] provide true passive ergonomic features, are height adjustable [15" to 19"], with tilt/no tilt functions. The computer chairs will not have arms and will be injection molded textured polypropylene. Custom casters appropriate for the floor surface material are included. All seating will "match" throughout the facility.

11. **Computer Kiosks**

The proposed custom designed "iPAC" stations can be either floor mounted, wall mounted, or completely free-standing. They are fully height adjustable from 25" to 38" work surface height. The work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. Complete wire management is included, and these units can be used with tower CPUs, desktops, laptops, or monitor-only configurations. CPU cabinets are ventilated and locking.

12. **Lounge Area [outside Reading Room]**

The proposed Club Chairs have wood arm caps for stain resistance, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. The proposed matching Love Seat will also have wood arm caps for stain resistance, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. The proposed Lounge Table is truly unique in design as it includes a fold-out

work surface for reading, laptop usage or writing, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP.

**13. Lounge Area [outside Periodical area]**

The proposed Club Chairs have wood arm caps for stain resistance, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. The proposed matching Love Seat will also have wood arm caps for stain resistance, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. The proposed Lounge Table is truly unique in design as it includes a fold-out work surface for reading, laptop usage or writing, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP.

**14a. Public Seating [in Center]**

The proposed Public Seating is "serpentine" in shape consisting of outward facing sectional bench with backs, each 60 degree in arc, with connecting straight table and provisions for each section to be connected, or un-connected to the other sections, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP.

**14b. Public Seating [in Center]**

The proposed Public Seating is "serpentine" in shape consisting of inward facing sectional bench with backs, each 60 degree in arc, with connecting straight table and provisions for each section to be connected, or un-connected to the other sections, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP.

**14c. Public Seating [in Center]**

The proposed Public Seating is "serpentine" in shape consisting of sectional bench without backs, each 60 degree in arc, with connecting straight table and provisions for each section to be connected, or un-connected to the other sections, and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP.

**15. Public Tables [within stacks]**

The proposed Reading Tables will be 48" diameter x 29" [or 31"] high, and the table will comfortably seat a total of four [4] and is specifically designed to accommodate the chairs listed below. The work surface will be

High Pressure Laminate of client's selection meeting specifications as listed in the RFP.

**16. Public Seating [within stacks]**

The proposed sled-based mid back chairs [design used throughout our proposal] provide true passive ergonomic features, will not have arms and will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. All seating will "match" throughout the facility.

**17a. Children's Area [Entrance]**

The entrance to the Children's Area, located directly opposite the Main Entry should be the focal point of the building renovation. The entrance "wall" will consist of multiple 66" and 42" single faced shelving units [open into Childrens Area] with a custom designed and printed acrylic back panels facing into the library Center. The printed design will be client selected to reflect the history of Kerr County ... or any other theme desired. The client will select the artwork and provide it royalty-free for us to print.

**17b. Children's Area [tables]**

The proposed reading room tables will be 42" diameter x 25" high, 48" diameter x 25" high, and 60" diameter x 27" high of the same basic design and construction as the conference room table. The 42" and 48" tables will comfortably seat a total of four [4], while the 60" diameter will seat six [6] and each is specifically designed to accommodate the chairs listed below. The work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP.

**17c. Children's Area [seating]**

The proposed seating for the Childrens Area will consist of solid hardwood ladder back-style chairs in sizes 14" and 16", plus custom designed 14" foam cube seating "BLOX" and these will be upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP.

**17d. Children's Area [shelving]**

The proposed shelving will be 24" x 42" double faced shelving, with integral backstop shelves, wire book supports, and mobile caster kits so that the units [1-starter & 1-adder] can be rearranged as needed for special functions. Three [3] of the units will have custom designed and printed acrylic end panels facing into the library Center. The printed design will be client selected to reflect the history of Kerr County ... or

any other theme desired. Some suggested images are included in our proposal. The client will select the artwork and provide it royalty-free for us to print.

**18. Staff Breakroom**

The proposed table will be 48" x 48" x 29", of the same basic design and construction as the conference room table. The work surface will be High Pressure Laminate of client's selection meeting specifications as listed in the RFP. The proposed sled-based mid back chairs [design used throughout our proposal] provide true passive ergonomic features, will not have arms and will be injection molded textured polypropylene. All seating will "match" throughout the facility.

**ALTERNATES:**

**Alternate #1:**

We propose to refinish or replace the existing end panels [maximum quantity = 30]. If the decision is to refinish the end panels, we will clean, de-grease, lightly hand-sand, and apply a new top coat of finish. We will not attempt to re-stain the end panels to a new color [either lighter or darker] as this is probably not possible given the age, patina and oxidation of the wood. If the decision is to replace the end panels, we will produce new HPL end panels, self-edged, with integral toe-kick, using High Pressure Laminate of client's selection meeting specifications as listed in the RFP. Old panels taken in as trade.

**Alternate #2:**

Our proposal for new shelving for the Children's Area is included in our Base Bid [within budget], so no additional costs for Alternate #2.

**Alternate #3:**

For Space 104, we propose to supply 30" x 48" x 29" single pedestal laminate desks, each with a separate 36" x 24" x 29" steel multi-file cabinet, and caster-based mid back chairs [design used throughout our proposal] provide true passive ergonomic features, height adjustable [15" to 19"], with tilt/no tilt functions. All seating will "match" throughout the facility.

For Space 105, we propose to supply 36" x 72" x 29" bow-front double pedestal laminate desk, frosted acrylic modesty panel, matching book case credenza with overhead storage unit with frosted acrylic doors, with one [1] caster-based mid back chairs and two [2] sled-based visitor chairs [design used throughout our proposal] all upholstered with client selected fabric/vinyl, up to Grade 4, meeting the specifications in the RFP. All seating will "match" throughout the facility.

**General Notes & Comments:**

- A. We have confirmed with our various manufacturers that we can produce, deliver and install all of the products contained in this proposal within eight to ten [8-10] weeks of the date that the City of Kerrville issues a Contract, Purchase Order, Deposit, approval of submittal drawings and complete selections of the laminates, fabrics, vinyls and stains desired, and release of any digital images which we are to print.
- B. We propose the following payment schedule:
  - a. 25% payment with Contract.
  - b. 25% payment 30 days after Contract date.
  - c. 25% payment 60 days after Contract date.
  - d. 25% payment upon substantial completion.
- C. We lack both the qualifications and certifications to insure that the floor loading in the Children's Area is adequate. We have proposed a layout for shelving, tables and seating that will fit into the space and meet the needs of the patrons, but the responsibility for calculating the floor loading and structural ability of the floor to carry that load shall be the responsibility of the City of Kerrville, TX or its assigned agent.
- D. Our fees for installation and project management are only for the new furniture listed in our proposal and supplied by us. We have not included funds for the relocation of any of the existing books, furniture or shelving.
- E. We did not have adequate time after receipt of the AutoCAD files to create a total plan overview drawing. Our proposal and the quantities proposed are based upon the original .pdf files submitted with the RFP. We will create such a total plan overview upon receipt of order.

It has been a great pleasure to compose this Proposal. We look forward to working together with the City of Kerrville, Texas to complete the renovation and restoration of the Butt-Holdsworth Memorial Library.

A handwritten signature in black ink, appearing to read 'DWG', with a long horizontal line extending to the right.

Dave

David W. Gaskins  
Educational Facility Specialist  
Library Interiors of Texas

P: 888-689-5489

C: 254-654-2439

F: 888-690-5489

E: [Dave@LI-TX.Com](mailto:Dave@LI-TX.Com)



## TENNSCO LIMITED WARRANTY

Tennsco warrants goods purchased hereunder to be free of defects in materials and workmanship for a period of one (1) year from the date of shipment, hereunder. Tennsco's warranty shall not apply in the event goods are damaged as a result of misuse, abuse, neglect, accident, improper application, modification or repair by persons not authorized by Seller, where goods are damaged during shipment, or where the date stamps on the goods have been defaced, modified or removed. **UNLESS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW:**

- a. **ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED:**
- b. **BUYERS REMEDY, IF ANY, FOR ANY DEFECTIVE GOODS SHALL BE LIMITED TO A REFUND BY SELLER OR REPLACEMENT OF THE GOODS AT SELLER'S OPTION, AND SHALL IN NO EVENT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.**

**NO GOODS ACCEPTED FOR RETURN WITHOUT PRIOR APPROVAL.** Seller shall have the right to inspect any goods claimed to be defective at Buyers place of business or require Buyer to return the goods to Seller for inspection on Seller's premises. Transportation charges covering returned goods will be borne by Seller only if such goods are proven to be defective, are covered by this warranty and are returned within the warranty period stated above.



T2 DESIGN

## Warranty

The following warranty applies to the original purchaser of T2 Design products sold in North America beginning with February 2010 shipments.

Products shall be free from defect in material workmanship and specification, under conditions of normal use\* and maintenance, for a period of one year (labor and materials).

If such a defect causes failure of the product or a portion of the product, T2 Design, at its option, and in its sole discretion, will either repair, or replace, the defective product.

This warranty is the original purchaser's exclusive remedy for product defect and does not apply to:

- In-transit damage caused by a carrier
- Products altered or modified by the user
- User attached accessories
- Products not installed in accordance with T2Design installation/application instructions
- Customers own material and leather
- Natural variations occurring in wood and leather shall not be considered defects, and T2 Design does not guarantee the color fastness or matching of the colors, grains or textures of such materials

THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED ABOVE WHETHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. T2 DESIGN SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE ARISING FROM ANY PRODUCT DEFECT.

\*Normal use refers to institutional use for a standard 40-hour operating week

360 Nueces Street #3509  
Austin, Texas 78701

P: 512-964-2790 F: 512-382-7746

# Product Warranty

The following warranty applies to the original purchaser of American Seating products sold in North America beginning with February 2008 shipments. Products shall be free from defect in material workmanship and specification, under conditions of normal use\* and maintenance, for a period of one year (labor and materials). An extended warranty (for replacement of materials only) applies to the products noted below, for the applicable warranty period specified below.

If such a defect causes failure of the product or a portion of the product, American Seating at its option and in its sole discretion will either repair or replace the defective product.

- LIFETIME:**
  - Panel frames, connecting hardware used in Office environments
- 10 YEARS:**
  - Panel inserts, panel trim, power and electrical components used in Office environments
  - Storage products including pedestal drawers, lateral files, flipper door cabinets, shelving, organization accessories (excluding operating mechanisms)
  - Work surfaces and supports (excluding laminate, veneer and surface finishes)
  - Office Seating structural components
  - Pneumatic cylinders for Office seating
- 5 YEARS:**
  - Panel frames, inserts, trim, connecting hardware used in Laboratory and Factory/Technical environments
  - Stack chairs, Public Seating used in Office, Educational and Healthcare environments
  - Component parts of operating mechanisms used in Office and Educational
  - Casters for Office Seating
- 3 YEARS:**
  - Fabrics, wood, laminates and other surface finishes
  - Lighting fixtures
- 1 YEAR:**
  - Auditorium, Stadium, Arena, Amusement Seating
  - Stack chairs used in Auditorium, Stadium, Arena or Amusement environments
  - Custom design, non-catalog, and special made products

This warranty is the original purchaser's exclusive remedy for product defect and does not apply to:

- In-transit damage caused by a carrier
- Products altered or modified by the user
- User attached accessories
- Products not installed in accordance with American Seating installation/application instructions
- Customers own material and leather
- Natural variations occurring in wood and leather shall not be considered defects, and American Seating does not guarantee the color fastness or matching of the colors, grains or textures of such materials.

\*Normal use refers to single shift, commercial use for a standard 40 hour work week.

THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED ABOVE WHETHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. AMERICAN SEATING SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE ARISING FROM ANY PRODUCT DEFECT.

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## Library Interiors of Texas, LLC

701 Bluebonnet Lane

Temple, TX 76502

David W. Gaskins

888-689-5489 [Dave@LI-TX.Com](mailto:Dave@LI-TX.Com)

### **Pricing**

All prices shown are list and are F.O.B. factory. Effective price lists supersede any and all prices previously quoted and are subject to change. Jasper Chair will only honor pricing from an effective price list or a valid written quote.

### **Freight Estimates**

Freight estimates are approximated costs and are subject to change. Please contact our Customer Service Department for help.

### **Orders**

All orders must clearly state the quantity, model number, wood species, finish selection, fabric selection if applicable, expected delivery date, and shipping address to be entered. It is the responsibility of the salesperson to supply Jasper Chair with all the necessary information. We accept no liability for an incomplete order. Incomplete orders cannot be entered and cannot be scheduled into production until all the necessary information is received. If you place an order with Jasper Chair and do not receive an order acknowledgment within five business days, please contact the factory.

### **Acknowledgments**

Order acknowledgments are faxed the same day the order is entered. Please review the acknowledgment and contact the factory within ten calendar days of our date received if corrections are necessary. Later changes will be subject to factory approval and possible charges depending on the status of the order. Orders being processed in two weeks or less will not be allowed to change after the date received.

### **Order Amendments**

Amendments to an entered order must be done in writing. There may be charges assessed depending on the status of the order.

### **Cancellations**

Cancellation of an order must be done in writing. There may be charges assessed depending on the status of the order. Orders specifying a custom finish may not be canceled once the finish process is underway.

### **Shipments**

Jasper Chair will select a quality carrier with the best possible freight rate unless a carrier has been specified in writing on the order. If a dealer selects the carrier, Jasper Chair cannot be held liable for any damages that occur to said shipment.

### **Freight Claims**

All shipments are delivered to the carrier in good condition and our liability ceases thereafter. Please inspect all shipments upon receipt and note any shortages or damages on the bill of lading. If the shipment arrives damaged or short, and Jasper Chair has chosen the carrier, you must notify the factory within 7 days of receipt of the shipment. However, if the carrier is one of your own choosing, you should file a claim immediately with the carrier. Failure to file a claim within 7 days after receipt of the shipment constitutes acceptance and a waiver of any possible claim.

### **Returns and Repairs**

All returns must be factory authorized and must be shipped freight prepaid. Any shipment returned unauthorized or freight collect will be refused. Upon receipt of the returned product, Jasper Chair will determine whether the product is defective. Liability for defective products is limited to repair or replacement. There will be no credit issued for returned product.

#### Replacement Parts

Please contact your factory service person for help and pricing concerning replacement parts.

#### Warranty

Each piece of furniture manufactured by Jasper Chair Company, Inc. is warranted to the original purchaser to be free from defects in material or those resulting from workmanship for a period of five years. All swivel controls, casters, and fabrics are warranted by their respective manufacturers based on their conditions. This warranty does not apply to damage resulting from misuse accident. Warranty claims must be in writing and Jasper Chair will determine whether to repair or replace the defective product.

#### Contact

PO Box 311  
Jasper, IN 47547-0311  
Telephone: 812-482-9209  
Toll Free 866-891-8489  
Fax: 812-192-1066

[Contact](#)

#### Products

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[Hospitality](#)  
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[Benches](#)  
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[Product Guide](#)



Worden

### PRODUCT WARRANTY CERTIFICATE

The Worden Company hereby warrants its products to: \_\_\_\_\_  
(customer)  
for the \_\_\_\_\_ project as follows:

The Worden Company (the "Company") warrants its wood products or shelving to be free from defects in materials and workmanship for a period of ten (10) years from the date of initial delivery of the products to the installation and/or from the date of completion of installation if installation is accomplished according to the Company's installation procedures.

The Company warrants its seating items to be free from defects for a period of two (2) years after delivery and installation where the defect is clearly the fault of material and workmanship (except upholstery materials referred to below) and not from misuse.

The Company's obligation and the Customer's remedy pursuant to the Warranty are limited to repair or replacement, at the Company's option, of products which prove to be defective within the warranty period under conditions of normal use when used pursuant to the Company's published instructions.

This Warranty does not apply to:

- Variations in color, grain or texture of wood.
- Upholstery materials either stocked materials or C.O.M. Any warranty on upholstered materials is solely the responsibility of the materials manufacturer.
- Individuals purchasing the Company's products for personal, family, or household use
- Products altered or modified by the user.
- User attached accessories.

The Company's liability with respect to its products shall not exceed that expressly set forth above, irrespective of the theory upon which any claim might be based, including breach of warranty, breach of contract, negligence or strict liability, and no person or entity is authorized to assume any liability on behalf of the Company in connection with the sale or installation of the Company's products except as set forth above.

THERE ARE NO OTHER WARRANTIES RELATING TO THE COMPANY'S PRODUCTS, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ITS PRODUCTS.

Invoice #: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

(warranty 4/06)

## **Agenda Item:** **(Staff)**

2D. Work order amendment to the professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion project at the Butt-Holdsworth Memorial Library in an amount not to exceed \$25,000.00 for a total contract amount not to exceed \$146,000.00. (staff)

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

---

**SUBJECT:** Authorize the City Manager to amend the Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion project at the Butt-Holdsworth Memorial Library in an amount not to exceed \$25,000.00 for a total contract amount not to exceed \$146,000.00.

**FOR AGENDA OF:** November 8, 2011 **DATE SUBMITTED:** November 2, 2011

**SUBMITTED BY:** Kristine Ondrias  **CLEARANCES:** Todd Parton, City Manager  
Assistant City Manager

**EXHIBITS:** Professional Services Agreement Amendment #1

**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>
\$25,000.00	\$1,552,562.88	\$2,165,000.00	G95

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:** 

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**SUMMARY STATEMENT**

At the January 25, 2011 meeting, the City Council authorized the City Manager to enter into a Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for the design of the renovation and expansion of the Butt-Holdsworth Memorial Library in an amount not to exceed \$121,000.00.

On June 28, 2011, the City Council authorized the City Manager to execute a construction contract with JM Lowe & Company for the Renovation/Expansion of the Butt-Holdsworth Memorial Library in the amount of \$1,478,000.00 and authorized the City Manager to execute additional change orders in an amount not to exceed \$200,000.00.

Since the project came in under budget and had a contingency to execute additional upgrades, staff has asked the architect to provide additional design services such as the enclosure of the teen room, the change of the entrance and entrance structure and other miscellaneous items not covered in the previous design contract. Additionally, last week, staff learned the James Avery Foundation will be granting the library project an additional \$100,000.00 through the Library Foundation. These funds will be used to upgrade the existing meeting space and restrooms in the basement but will require additional design and specification work. Staff anticipates this work to be complete with the current construction. This design contract amendment includes all design work described above.

**RECOMMENDED ACTION**

Authorize the City Manager to amend the Professional Services Agreement with Peter Lewis Architect + Associates, PLLC for design of the renovation and expansion project at the Butt-Holdsworth Memorial Library in an amount not to exceed \$25,000 for a total contract amount not to exceed 146,000.00.



PETER LEWIS  
ARCHITECT + ASSOCIATES

201040.01  
BTWL ADD. SVCS.  
HI

October 31 2011

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

RE: Butt Holdsworth Memorial Library: Additional Services  
Kerrville, Texas

Dear Kristine:

Thank you for the continuing opportunity to be of service to the City of Kerrville in support of the 'reimagined' Butt Holdsworth Memorial Library.

Based on discussions to date we expect to be asked to provide additional design services, on an as needed basis, to be funded by the project contingency. Please allow the following to document our understanding of Scope, Services and Fees.

**I. Work Scope**

- A. Miscellaneous upgrades and enhancements, including responses to as-built conditions discovered during demolition and remodeling.

**II. Scope of Services**

- A. Meet with Assistant City Manager and City staff, as required
- B. Meet with JM Lowe representative(s), as required
- C. Construction Document Services (DD/CD)
  - 1. Architectural
  - 2. Structural Engineering
  - 3. Mechanical/Electrical/Plumbing
  - 4. Interior Design
- D. Prepare Proposal Request(s)

**III. Fee Budget**

- A. Additional Services will be provided on an hourly basis to a Guaranteed Maximum Fee, for all Services, of 10% (Ten percent) of Construction Cost, unless otherwise authorized by the City of Kerrville. For the purposes of this Agreement, total Construction Cost, for all changes shall not exceed \$250,000, unless authorized by the City of Kerrville.

**Guaranteed Maximum Fee** \$ 25,000

**IV. Reimbursable Expenses**

Reimbursable expenses will be billed at a multiple of 1.15 times cost (invoice): reproduction of documents, shipping and mailing expenses, long distance telephone and fax, and out-of-town Project related mileage will be billed at current Standard Rate.

Estimated Reimbursable Expenses \$ 2,000.00

PWL

**V. Hourly Fee Schedule**

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

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

We look forward to getting started!

Very truly yours,

 10-31-11

Peter W. Lewis, Architect  
Principal

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Accepted for City of Kerrville

Date

# **Agenda Item:**

**(Staff)**

2E. Work order amendment to the professional services agreement with Freese and Nichols, Inc. for additional design services of the Birkdale lift station and new force main/co-mingle box at the wastewater treatment plant in an amount not to exceed \$117,000.00. (staff)

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

**SUBJECT:** Council authorization for the City Manager to amend the professional services agreement with Freese and Nichols, Inc. for an amount not to exceed \$117,000.00 for additional design services of the Birkdale Lift Station and New Force Main/Co-Mingle Box at the WWTP-Design.

**FOR AGENDA OF:** November 8, 2011      **DATE SUBMITTED:** October 28, 2011

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

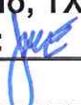
**EXHIBITS:** Professional services agreement (Exhibit C), Map of the proposed line route

**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>
\$117,000.00	\$117,000.00	\$730,000.00	W75

**PAYMENT TO BE MADE TO:** Freese and Nichols, Inc.  
4040 Broadway, Suite 600  
San Antonio, TX 78209

**REVIEWED BY THE FINANCE DIRECTOR:** 

**SUMMARY STATEMENT**

In July 2009, the City of Kerrville contracted with Freese and Nichols, Inc. to design the New Birkdale Lift Station and Force Main for a not to exceed contract amount of \$526,000.00. An amendment to the original design contract scope, approved at the March 8, 2011 regular meeting of the City Council, added the design of a co-mingle box at the WWTP to the Birkdale Lift Station and Force Main Project since the design and construction of the force main and co-mingle box need to be done simultaneously in order for the Birkdale Lift Station and Force Main to come online. The approved amendment added \$30,000.00 to the design contract for a not to exceed contract amount of \$556,000.00.

Due to multiple iterations, revisions and route issues associated with such obstacles as construction of a dual force main within the TxDOT right of way, the current design of the Birkdale Lift Station is anticipated to exceed the City's current budget for this project by approximately one million dollars, or 20%. On October 5, 2011, Freese and Nichols, Inc.(FNI) and City staff met to discuss proposed options to lower the cost of the lift station back within the City's budget. The necessary task of redesign will require significant value engineering on the part of FNI. FNI has proposed to complete the required redesign for a lump sum fee of \$117,000.00, and comprising approximately 1750 man hours of additional

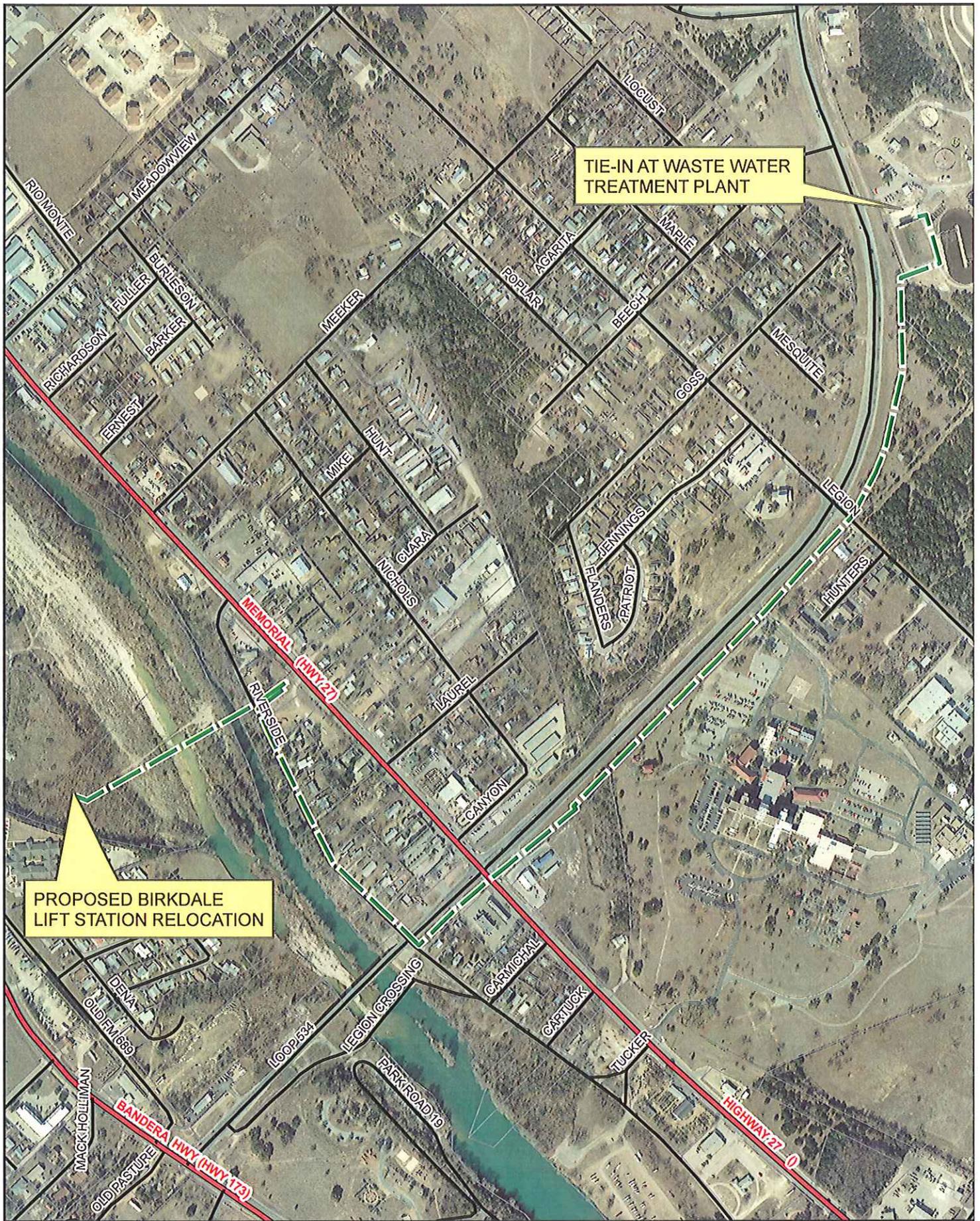
redesign work. As part of the redesign, FNI has proposed keeping some, if not all, of the flows from the Broadway Lift Station going to the Legion Lift Station to reduce the peak flow capacity at the Birkdale Lift Station. Redesign of the project will entail an analysis of flow rates and velocities which can be maintained in a single 20" force main to meet TCEQ requirements, as well as modifications to the proposed lift station structure, emergency flow diversion structure, and pumping systems in order to reduce the construction costs back to within the City's budget. Specifically, FNI will redesign the lift station to include removing the influent flow splitter structure and revising the lift station wet well from a split wet well to a single wet well structure. Additionally, modifications will be made to the Emergency Flow Diversion Structure at the WWTP to accommodate a single force main. This redesign will reduce the immediate construction costs of the project, while still allowing for future expansion as necessary based on predetermined wastewater flow triggers. Although this is beyond the original scope of the design contract, staff believes that it is a reasonable amount in order to save approximately one million dollars in overrun and get the project back within the City's budget, thus allowing construction of this project to proceed in a timely manner.

Project Accounting Summary:

Original FNI Contract	\$526,000.00
Amendment One	\$30,000.00
Amendment Two (Proposed)	<u>\$117,000.00</u>
	<b>\$673,000.00</b>
Project Budget	<b>\$730,000.00</b>

RECOMMENDED ACTION

Staff recommends that Council authorize the City Manager to amend the original professional services agreement with Freese and Nichols, Inc. for the engineering redesign of the Birkdale Lift Station and related improvements in an amount not to exceed \$117,000.00.



TIE-IN AT WASTE WATER TREATMENT PLANT

PROPOSED BIRKDALE LIFT STATION RELOCATION



# PROPOSED BIRKDALE LIFT STATION AND FORCE MAIN

- PROPOSED FORCE MAIN
- INTERSTATE
- HIGHWAY
- ROAD



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



**WORK ORDER AMENDMENT**

Pursuant to Part III of the *Professional Engineering Services Agreement Between Freese and Nichols, Inc., and City of Kerrville*, dated July 29, 2009, attached as **Exhibit A** is a Work Order Amendment.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF KERRVILLE

FREESE & NICHOLS, INC.

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

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

ATTEST:

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

APPROVED AS TO FORM:



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

FREESE & NICHOLS, INC.  
 Birkdale Lift Station  
 Redesign and new force  
 main/co-mingle box at  
 wastewater treatment plant

**Description of Services Added/Deleted:**

A. Added: Birkdale Lift Station Redesign and Value Engineering

Background

The current design of the Birkdale Lift Station is anticipated to exceed the City's current budget for this project. On October 5<sup>th</sup>, 2011, Freese and Nichols, Inc. (FNI) and the City met to discuss proposed options to lower the cost and value engineer the project to bring the cost of the lift station back within the City's budget. FNI proposed keeping some, if not all, the flows from the Broadway Lift Station going to the Legion Lift Station to reduce the peak flow capacity at the Birkdale Lift Station. This reduces the anticipated ultimate peak flow at Birkdale from 8,750 gpm to 7,300 gpm. FNI will design for an interim flow of 5,850 gpm which is the anticipated 2017 peak flow indicated in the 2008 Master Plan minus future flows from the future Tuscany Lift Station (500 gpm) and the expansion flows of the Comanche Trace Lift Station (1,000 gpm). The existing plans will need to be modified to provide for this reduced flow and the following scope is proposed:

1. FNI will redesign the lift station structure and piping as follows:
  - a) Remove the influent flow splitter structure.
  - b) Revise the lift station wet well from a split wet well to a single wet well structure.
  - c) Re-evaluate and redesign the pumping system, i.e. number of pumps, sizes of pumps, hydraulic calculations, resize discharge piping, revise the pump clearances and all other items of work required to provide a lift station with an ultimate firm pumping capacity of 7,300 gpm and an interim firm capacity of 5,850 gpm.
  - d) Update surge model.
2. FNI will redesign the proposed force main to provide a single pipe force main. Dual force mains under the river will be evaluated and incorporated into the design if it is constructible and within design criteria. An alternate bid item and design may be provided to allow for both a dual force main and single force main under the river as an alternate bid item. PVC and HDPE will be evaluated for the river crossing. The rest of the force main will be design using PVC as the only material option.
3. FNI will make modifications to the Emergency Flow Diversion Structure at the plant site to accommodate a single force main.
4. FNI will support the City in obtaining new TxDOT permits for utilities constructed within TxDOT ROW.
5. FNI will provide additional support with KPUB and the TCEQ to identify if dual electrical feeds are available and if the TCEQ will consider that as an "or equal" to an onsite generator. FNI will provide plans and specifications for either power source.
6. FNI will modify the project specifications as required.
7. FNI will use FNI standard front end documents and general conditions.
8. Bid Phase services will be provided to re-advertise and rebid the project per the original agreement.

**Deliverables:**

FNI will provide Final Design Review, Bid Set and Construction deliverables per the original contract.

**Fee:**

FNI proposes to provide the re-design as described for a lump sum fee of \$117,000.

4040 BROADWAY, SUITE 600 | SAN ANTONIO, TEXAS 78209 | TELEPHONE: 210-298-3800 | FAX: 210-298-3801

**Agenda Item:**  
**(Staff)**

2F. Professional services agreement with Freese and Nichols, Inc. to provide preliminary engineering survey and design of the Jefferson lift station force and gravity mains in an amount not to exceed \$71,000.00. (staff)

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

**SUBJECT:** Council authorization for the City Manager to execute a Professional Services Agreement with Freese and Nichols, Inc. to provide Preliminary Engineering Survey and Design of the Jefferson Lift Station Force and Gravity Mains in an amount not to exceed \$71,000.00.

**FOR AGENDA OF:** November 8, 2011      **DATE SUBMITTED:** October 28, 2011

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

**EXHIBITS:** Professional Service Agreement

**AGENDA MAILED TO:** Freese and Nichols, Inc.  
Attention: Charles Kucherka, P.E.  
4040 Broadway, Suite 600  
San Antonio, Texas 78209

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

Expenditure	Current Balance	Amount	Account
Required:	in Account:	Budgeted:	Number:
\$71,000.00	\$100,000.00	\$100,000.00	W92

**PAYMENT TO BE MADE TO:** Freese and Nichols, Inc.

**REVIEWED BY THE FINANCE DIRECTOR:** 

**SUMMARY STATEMENT**

As part of the FY 2011 budget amendments, the Jefferson Lift Station and Force Main – Preliminary Engineering project was approved and funded by the closure of the College Cove Tank Repaint project (W83). In-lieu of commencing with full design services, the Engineering Department is submitting this phase of the project so that a route for the wastewater mains can be finalized and easement acquisition initiated prior to developing the final set of construction documents.

This project was identified in the 2008 Water & Wastewater Master Plan as a critical upgrade due to it currently operating beyond its firm capacity. Jefferson Lift Station will be expanded to increase its firm pumping capacity, its wet well capacity, and be sized to accommodate future pumps to serve the existing and future peak flows from the Jefferson Basin and Ingram wholesale area. In addition to the lift station improvements, a new force main & gravity main will be constructed to convey flow across the Guadalupe River to the proposed G Street Interceptor that is currently under design and slated for construction commencement by May 2012.

Freese and Nichols, Inc. (FNI) was selected as the design engineer for this project based upon the complexity of the route and overall project, as well as their experience and

qualifications with municipal wastewater systems. FNI has also served as the design consultant for several other city projects including the 2008 Water and Wastewater Master Plan and the Birkdale Lift Station & New Force Main / Co-Mingle Box at the WWTP.

FNI's fee proposal for this project's preliminary engineering report (PER), route study, environmental & archeological studies, easements, & limited survey is a not to exceed amount of \$71,000.00.

### **RECOMMENDED ACTION**

The Director of Engineering recommends the City Council authorize the City Manager to execute a Professional Services Agreement with Freese and Nichols, Inc. to provide Preliminary Engineering Survey and Design of the Jefferson Lift Station Force and Gravity Mains in an amount not to exceed \$71,000.00.

**Professional Engineering Services Agreement**

**Between**

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

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 800 Junction Highway, Kerrville, Texas, 78028-5069, hereinafter referred to as "CLIENT", and Freese and Nichols, Inc., with its offices located at 4040 Broadway, Suite 600, San Antonio, Texas 78209, hereinafter referred to as "ENGINEER", for the performance of professional engineering services in consideration of the following terms, conditions, and agreements:

**PART I. SERVICES**

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

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

**PART II. CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

### PART III. WORK ORDER AMENDMENTS

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

PART IV. COMPENSATION

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

PART V. PAYMENTS

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

PART VI. INSURANCE

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

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

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

PART VII. TERMINATION

A. CONDITIONS OF TERMINATION

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

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

B. ACTIONS ON TERMINATION

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

C. COMPENSATION PAYABLE ON TERMINATION

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

PART VIII. MISCELLANEOUS

A. REUSE OF DOCUMENTS

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

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

B. OPINION OF COST

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

C. TRENCH SAFETY DESIGN

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

D. LATE PAYMENT

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

E. ATTORNEY'S FEES

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

F. PERIOD OF SERVICE

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

G. CONSTRUCTION OBSERVATION

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

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

H. SALES AND USE TAXES

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

I. SUCCESSORS AND ASSIGNS

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

J. CONTROLLING LAW; VENUE

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

K. SEVERABILITY AND WAIVER

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

L. EXTENT OF AGREEMENT

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

M. AMENDMENTS

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF KERRVILLE

FREESE & NICHOLS, INC.

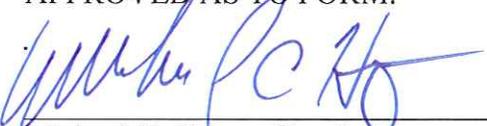
BY: \_\_\_\_\_  
Jeffrey Todd Parton  
City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

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

**City of Kerrville Jefferson Lift Station Force and Gravity Main Preliminary Engineering Report and Route Assessment Scope of Services**

**Section 1. Scope of Project.**

Provide engineering services described herein to perform a route study for the proposed force main and gravity line between the existing Jefferson and G Street lift stations. In addition, Freese and Nichols, Inc. (FNI) will determine the location of the new Jefferson Lift Station and provide route adjustments to the existing mains should the lift station be relocated. The City of Kerrville (the City) will be presented with a signed and sealed Preliminary Engineering Report (PER) summarizing recommendations by FNI and a strip map indicating property ownership.

**Section 2. Basic Services.**

**Basic Services Fee: \$71,000.00**

**PER Including Pipeline Route and Alignment Study** – FNI will evaluate a maximum of three (3) route alternatives for the proposed force and gravity main. The following tasks will be performed with the pipeline route study;

- a. Attend a project kickoff meeting with the City to review the scope of services and project schedule and to confirm the City's goals and objectives in conjunction with the study.
- b. Review previously prepared reports, master plans, water models, construction plans, and/or other pertinent documents on file with the City and other appropriate agencies.
- c. Obtain record information on existing water, wastewater, storm drainage, floodplain, zoning, GIS data, aerial photography, topographic data and other information applicable to the project
- d. Obtain plans and drawings from ongoing design work adjacent to the project.
- e. Perform preliminary sizing of pumps and force and gravity main for the proposed Jefferson Lift Station. Verify proposed line sizes based upon proposed slope and flows.
- f. Coordinate location and alignment with proposed waterline (designed by others) to be constructed parallel to the proposed sanitary sewer line for the alignment south of the Guadalupe River crossing. Recommend easement width for proposed pipelines.
- g. Conduct site visits to the project site as necessary to gather information on existing conditions. These visits are in addition to the project kick-off meeting with the City.
- h. FNI will prepare overall aerial and property map showing existing property lines and ownership information along the alignment corridor. The map will include 2010 TNRIS Orthoimagery. The City will provide FNI with the latest information and electronic files along the project alignment if needed.
- i. FNI will confirm limits of authority for TxDOT, Texas Parks and Wildlife, and USACE and provide a summary of all state and federal permit requirements.

- j. FNI will provide a summary of pipeline material options to be incorporated into the PER.
- k. FNI will develop a maximum of three (3) schematic-level alignments for a new force and gravity main from the existing Jefferson Lift Station to the existing G Street Lift Station. Alignments will be selected to avoid or minimize impacts to areas that may cause schedule delays or higher costs due to environmental, permitting, floodplain, easement, engineering and constructability issues or damage to property. Exhibits will identify significant trees and structures. These alignment options will be presented to the City for review and comment.
- l. FNI will facilitate one (1) meeting with the City to review alignments and receive City comments and questions prior to FNI developing the alignments and routes to a more detailed level.
- m. After the review meeting is held, FNI will further develop the pipeline alignment options incorporating information and data gathered in the above tasks. Conflicts and constructability will be analyzed as well as proposed construction and planning of future projects from the City information and field visits to each of the proposed routes. FNI will provide four (4) hard copy maps/exhibits of the proposed routes showing the information and data used to determine the options. FNI will detail the routes and list benefits and conflicts associated with each of all alignment options in a draft memo. FNI will submit the draft map/exhibit package to the City for review and comment.
- n. FNI will also prepare Opinion of Probable Construction Costs for the maximum three (3) alignments. These will be included with the above mentioned draft deliverable to the City.
- o. FNI will facilitate one (1) meeting with the City to review comments. From this meeting FNI will develop a recommendation for a proposed force and gravity main alignment from the presented options. The memo and exhibits will be finalized reflecting the selected alignment option.
- p. FNI will incorporate the selected route into a Draft PER, along with preliminary line and pump sizing, permitting and material selection and submit to the City for review and comment.
- q. FNI will hold one review meeting with the City to discuss the Draft PER.
- r. FNI will incorporate comments from the City into the Draft PER and submit the final PER to the City.
- s. Where necessary along the route, FNI will contact private property owners and attempt to ascertain permission to enter and survey within the private properties. If FNI encounters a hostile property owner, FNI will consult with the City of Kerrville and the project could possibly be delayed. If such a situation occurs, the City will be notified immediately and will be kept apprised of any potential delays.
- t. When the preferred alignment is selected, FNI will perform limited topographic survey of the proposed alignment in order to develop a schematic profile. This will include natural ground measurements at approximately 100 foot stations along the pipeline route and additional ground measurements or cross sectional information for

significant topographical changes. It will also include a detailed topographic survey for the crossing of the Guadalupe River and the Lemos Street Bridge.

- u. FNI will prepare a maximum of three (3) easements for the City once the alignment is finalized.
- v. Conduct environmental study of the proposed alignments to identify possible environmental conflicts. Avoidance of jurisdictional wetlands and endangered species is required by state and federal law.
- w. Conduct preliminary archeological study of the proposed alignments to identify possible archeological conflicts. This study will not include any shovel or backhoe testing. Archeological investigation is required for all public agencies as stated in Chapter 26 of the Rules of Practice and Procedure for the Antiquities Code of Texas.

## **Agenda Item:** (Staff)

3A. An ordinance abandoning, vacating, and closing two public right-of-ways consisting of Rodriguez Street as it extends between Water Street and Main Street (State Highway 27) and the alley which intersects with Rodriguez Street and extends between Francisco Lemos Street and Hays Street; said right-of-ways comprise 0.719 acre, more or less, and are out of Blocks 46 and 47 Schreiner's Addition, within the City of Kerrville, Kerr County, Texas; making a finding that neither the street nor the alley is required for present or future public use; providing for the terms and conditions of abandonment, vacation, and closure; and authorizing the city manager to take all necessary actions to effectuate the abandonment, vacation, and closure. (staff)

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

---

**SUBJECT:** Approve on Second Reading an Ordinance Abandoning Right of Way in the 200 Block of Rodriguez Street and Two Alleys between Rodriguez Street and Hays Street and Rodriguez Street and Lemos Street

**FOR AGENDA OF:** November 8, 2011 **DATE SUBMITTED:** October 28, 2011 

**SUBMITTED BY:** Kevin Coleman  **CLEARANCES:** Kristine Ondrias

**EXHIBITS:** Proposed Ordinance

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

---

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

---

At its June 26, 2011 meeting, the Council granted preliminary approval of this proposed abandonment based upon Council review of a conceptual redevelopment plan for 413 Water Street (Crenwelge Motors) and an appraisal of the value of the right of way.

The ordinance was approved on first reading on October 25th and is presented for consideration of second reading with a minor change.

The City Attorney has clarified language in Section Five of the ordinance to streamline the trigger for property transfer when a final plat is filed and deemed administratively complete by the City.

**RECOMMENDED ACTION**

Approve the ordinance as presented on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2011-\_\_\_\_\_**

**AN ORDINANCE ABANDONING, VACATING, AND CLOSING TWO PUBLIC RIGHT-OF-WAYS CONSISTING OF RODRIGUEZ STREET AS IT EXTENDS BETWEEN WATER STREET AND MAIN STREET (STATE HIGHWAY 27) AND THE ALLEY WHICH INTERSECTS RODRIGUEZ STREET AND EXTENDS BETWEEN FRANCISCO LEMOS STREET AND HAYS STREET; SAID RIGHT-OF-WAYS COMPRISE 0.719 ACRE, MORE OR LESS, AND ARE OUT OF BLOCKS 46 AND 47, SCHRIENER'S ADDITION, WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; MAKING A FINDING THAT NEITHER THE STREET NOR THE ALLEY IS REQUIRED FOR PRESENT OR FUTURE PUBLIC USE; PROVIDING FOR THE TERMS AND CONDITIONS OF ABANDONMENT, VACATION, AND CLOSURE; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE ABANDONMENT, VACATION, AND CLOSURE**

**WHEREAS**, MJTJ Investments, L.P., operating as the Crenwelge Motors of Kerrville ("MJTJ") and located at 301 Main Street, is currently undergoing redevelopment of its automobile dealership and repair facilities; and

**WHEREAS**, based upon this redevelopment, MJTJ has requested that the City abandon, vacate, and close a portion of Rodriguez Street as this street extends between Water Street and Main Street (State Highway 27) and the alley that intersects with Rodriguez Street and crosses a significant portion of MJTJ's property, specifically that segment of the alley that extends between Francisco Lemos Street and Hays Street; and

**WHEREAS**, a portion of the alley abuts the properties of three other owners (see Tracts 1, 3, 4, and Tract 5 on **Exhibit A**) and MJTJ has received a written consent from each property owner for the City to abandon, vacate, and close the alley and has reached a written agreement with each owner to convey their property interests to MJTJ; and

**WHEREAS**, City staff has considered the public's present and future use of both Rodriguez Street and the alley and does not believe that the street or alley is required for such use; and

**WHEREAS**, based upon its analysis, City staff recommends abandoning, vacating, and closing Rodriguez Street and the alley as each are described herein; and

**WHEREAS**, prior to any action by the City, MJTJ will be required to dedicate appropriate utility easements within the same areas as the street and the alley; and

**WHEREAS**, the City Council previously required MJTJ to submit an appraisal as to the fair market value of the City's interest in both Rodriguez Street and the alley and the Council determined that the resulting appraised amount of \$100,000.00 represents fair market value; and

**WHEREAS**, upon receipt of the appraised value, approval of a final plat, and the resulting conveyance of required easements to the City, the City Council authorizes the City Manager to effectuate the formal abandonment, vacation, and closure of Rodriguez Street and the alley;

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

**SECTION ONE.** The facts and findings set forth in the preamble to this Ordinance are hereby found to be true and correct and are adopted.

**SECTION TWO.** Rodriguez Street, designated by Tract 2 on **Exhibit A**, and the alley, designated by Tracts 1, 3, 4, and 5 on **Exhibit A** and which intersects Rodriguez Street, both of which are located within Kerrville, Kerr County, Texas, are hereby abandoned, vacated, and closed insofar as the right, title, and easement of the public is concerned; subject, however, to the conditions, requirements, and restrictions provided herein and which street and alley are more fully described and depicted in the attached **Exhibit A**, which is incorporated herein for all purposes.

**SECTION THREE.** The abandonment, vacation, and closure authorized herein is made and accepted subject to all zoning and deed restrictions, if the latter exist, and all easements, whether apparent or non-apparent, aerial, or underground. In addition, the approval of this Ordinance does not waive any part of the City's development process or approvals required by the City for development and construction activities, which includes the conveyance of easements to the City, such as easements for utilities, fire lanes, and access.

**SECTION FOUR.** The abandonment, vacation, and closure authorized herein shall extend only to the public right, title, easement, and interest for the street and alley and shall be construed to extend only to that interest which the City Council for the City of Kerrville, Texas, may legally and lawfully abandon, vacation, and close.

**SECTION FIVE.** The City Manager, upon completion of all conditions and requirements set forth in this Ordinance, to include the City's approval of a final plat, the resulting conveyance of easements to the City as described above, and any other permits or approvals required by the City for development and construction activities required at the time that the final plat is filed and deemed administratively complete by the City, is hereby authorized and directed to execute and deliver a Certificate of Compliance to MJTJ, with a copy to the three other abutting owners. In addition, and following the issuance of the Certificate of Compliance as described above, the City Manager is hereby authorized and directed to convey by Quit Claim or Deed Without Warranty all of the interests that the City has to the right-of-ways interests described in Section Two, above.

**SECTION SIX.** MJTJ shall pay all costs associated with procedures necessitated by the request to abandon, vacate, and close this street and alley, plus the payment of \$100,000.00 to the City as compensation for the fair market value of the street and alley to be abandoned, vacated, and closed.

**SECTION SEVEN.** The abandonment, vacation, and closure shall be effective upon MJTJ satisfying all conditions and requirements set forth in this Ordinance as evidence by the Certificate of Completion executed by the City Manager.

**SECTION EIGHT.** The payment for fair market value of the street and alley that the City receives pursuant to Section Six above shall be transferred into the appropriate budget line item and shall be utilized solely for street maintenance purposes.

PASSED AND APPROVED ON FIRST READING, this the 25<sup>th</sup> day of October, A.D., 2011.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

\_\_\_\_\_  
David Wampler, Mayor

ATTEST:

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

APPROVED AS TO FORM:



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



# MATKIN-HOOVER

## ENGINEERING & SURVEYING

6 Spencer Road, Suite 300, Boerne, Texas 78006  
Phone: 830-249-0690 FAX: 830-249-0089

### FIELD NOTES FOR A 0.024 ACRE TRACT OF LAND 1,052.0 SQUARE FEET

BEING A 0.024 ACRE (1,052.0 SQUARE FEET) TRACT OF LAND OUT OF AN ALLEY WITHIN BLOCK 47, SCHREINER'S ADDITION TO THE TOWN OF KERRVILLE RECORDED IN VOLUME K, PAGES 1-7, DEED RECORDS, KERR COUNTY, TEXAS, SAID 0.024 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS FOLLOWS.

Beginning at a 1/2" Iron rod found in the southeast right-of-way line Francisco Lemos Street, for the north corner of the herein described tract, said point also being the west corner of Lot 296, Block 47 of the above referenced Schreiner's Addition;

Thence, with the southeast lines of Lots 296, 295 and 294, Block 47 and the northeast line of an alley, South 43 degrees 07 minutes 57 seconds East, a distance of 150.03 feet to a 1/2" iron rod found at the south corner of Lot 294 and the west corner of Lot 293, said point also being the east corner of the herein described tract;

Thence, severing an alley within Block 47, the following two (2) courses and distances:

South 44 degrees 32 minutes 03 seconds West, a distance of 7.01 feet to a calculated point for the south corner of the herein described tract;

and North 45 degrees 07 minutes 57 seconds West, a distance of 150.03 feet to a calculated point by the southeast right-of-way line of Francisco Lemos Street for the west corner of the herein described tract;

Thence, with the southeast right-of-way line of Francisco Lemos Street, North 44 degrees 32 minutes 03 seconds East, a distance of 7.01 feet to the Point of Beginning, containing 0.024 acres.

Note: This description is based on an on the ground survey performed in November of 2010. The bearings are based on GPS observations. A survey drawing of the above described tract was prepared.



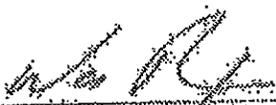
  
Wes Rexrode      Date: December 29, 2010  
Registered Professional Land Surveyor No. 6001  
Job Number: 10-4036 Tract 1

EXHIBIT "A"  
PAGE 2 OF 7

# MATKIN-HOOVER

## ENGINEERING & SURVEYING

8 Spencer Road, Suite 300, Boerne, Texas 78006  
Phone: 830-249-0600 FAX: 830-249-0099

### FIELD NOTES FOR A 0.647 ACRE TRACT OF LAND 28,163.2 SQUARE FEET

BEING A 0.647 ACRE (28,163.2 SQUARE FEET) TRACT OF LAND BEING COMPRISED OF A PORTION OF THE ALLEYS WITHIN BLOCKS 46 AND 47, SCHREINER'S ADDITION TO THE TOWN OF KERRVILLE RECORDED IN VOLUME K, PAGES 1-7, DEED RECORDS, KERR COUNTY, TEXAS AND A PORTION OF RODRIGUEZ STREET (FORMERLY KNOWN AS HOUSTON STREET) AS SHOWN ON THE MAP OF SCHREINER'S ADDITION TO THE TOWN OF KERRVILLE RECORDED IN VOLUME K, PAGES 1-7, DEED RECORDS, KERR COUNTY, TEXAS, SAID 0.647 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1" iron pipe found in the northeast right-of-way line of Water Street, said point also being the west corner of Lot 249, Block 46 of the above referenced Schreiner's Addition, said point bears North 49 degrees 34 minutes 29 seconds West, a distance of 150.89 feet from a 1 1/2" iron pipe found at the south corner of Lot 251 and the west corner of 252, Block 46;

Thence, crossing Rodriguez Street (formerly known as Houston Street per Volume K, Pages 1-7, Deed Records, Kerr County, Texas) with the northeast right-of-way line of Water Street, North 52 degrees 21 minutes 49 seconds West, a distance of 59.15 feet to a concrete nail set at the south corner of Lot 248, Block 47, said point bears South 49 degrees 56 minutes 55 seconds East, a distance of 151.07 feet from a 1/2" iron rod found at the south corner of Lot 245 and the west corner of Lot 246, Block 47;

Thence, with the northwest right-of-way line of Rodriguez Street and the southeast line of Lot 248, Block 47, North 44 degrees 40 minutes 17 seconds East, a distance of 181.11 feet to a 1/2" iron rod found at the east corner of Lot 248, Block 47 for an interior corner of the herein described tract;

Thence, with the southwest line of an alley within Block 47 and the northeast lines of Lots 248, 247, 246, 245, 244, 243, 242 and 241, Block 47, North 45 degrees 07 minutes 57 seconds West, a distance of 400.67 feet to a 1/2" iron rod set with a red "Matkin-Hoover Eng. & Survey" plastic cap in the southeast right-of-way line of Francisco Lemos Street, said point also being the north corner of Lot 241, Block 47;

Thence, with the southeast right-of-way line of Francisco Lemos Street, North 44 degrees 52 minutes 03 seconds East, a distance of 7.01 feet to a calculated point for corner;

Thence, severing an alley within Block 47, the following three (3) courses and distances:

South 45 degrees 07 minutes 57 seconds West, a distance of 150.03 feet to a calculated point;

South 45 degrees 07 minutes 57 seconds West, a distance of 109.55 feet to a calculated point for an interior corner of the herein described tract;

and North 44 degrees 52 minutes 03 seconds East, a distance of 7.01 feet to a calculated point in the southwest line of Lot 291, Block 47, said point also being the south corner of Tract No. Three (3) recorded in Volume 1707, Pages 705-713, Official Public Records, Kerr County, Texas and the west corner of Tract III recorded in Volume 1622, Pages 515-527, Official Public Records, Kerr County, Texas;

Thence, with the southwest lines of Lots 291, 290 and 289, Block 47 and the northeast line of an alley within Block 47, South 45 degrees 07 minutes 57 seconds East, a distance of 141.04 feet to a concrete nail set in the northwest right-of-way line of Rodriguez Street and being at the south corner of Lot 289, Block 47, said point also being an interior corner of the herein described tract;

Thence, with the northwest right-of-way line of Rodriguez Street and the southeast line of Lot 289, Block 47, North 45 degrees 40 minutes 17 seconds East, a distance of 140.00 feet to a concrete nail set in the southwest right-of-way line of Main Street and being at the east corner of Lot 289, Block 47;

Thence, crossing Rodriguez Street, with the southwest right-of-way line of Main Street, South 46 degrees 43 minutes 03 seconds East, a distance of 61.72 feet to a concrete nail set at the north corner of Lot 288, Block 46;

Thence, with the southeast right-of-way line of Rodriguez Street and the northwest line of Lot 288, Block 46, South 45 degrees 11 minutes 31 seconds West, a distance of 140.00 feet to a calculated point at the west corner of Lot 288, Block 46 for an interior corner of the herein described tract;

Thence, with the southwest lines of Lots 288, 287, 286, 285, 284, 283, 282 and 281, Block 46 and the northeast line of an alley within Block 46, South 44 degrees 57 minutes 33 seconds East, a distance of 390.73 feet to a concrete nail set in the northwest right-of-way line of Hays Street and being at the south corner of Lot 281, Block 46;

Thence, with northwest right-of-way line of Hays Street, South 45 degrees 02 minutes 05 seconds West, a distance of 7.00 feet to a calculated point for corner;

Thence, crossing an alley within Block 46, the following three (3) courses and distances:

North 44 degrees 57 minutes 55 seconds West, a distance of 100.16 feet to a calculated point;

North 44 degrees 57 minutes 55 seconds West, a distance of 75.22 feet to a calculated point for an interior corner of the herein described tract;

and South 45 degrees 02 minutes 05 seconds West, a distance of 7.00 feet to a calculated point in the northeast line of Lot 283, Block 46, said point also being the north corner of that certain 0.264 acre tract recorded in Volume 881, Pages 186-190, Official Public Records, Kerr County, Texas and the east corner of Tract Y recorded in Volume 1644, Pages 71-80, Official Public Records, Kerr County, Texas;

Thence, with the northeast lines of Lots 253, 252, 251, 250 and 249, Block 46 and the southwest line of an alley within Block 46, North 44 degrees 57 minutes 33 seconds West, a distance of 224.38 feet to a concrete nail set in the southeast right-of-way line of Rodriguez Street and being at the north corner of Lot 249, Block 46, said point also being an interior corner of the herein described tract;

Thence, with the southeast right-of-way line of Rodriguez Street and the northwest line of Lot 249, Block 46, South 45 degrees 11 minutes 31 seconds West, a distance of 175.40 feet to the Point of Beginning, containing 0.647 acres;

Note: This description is based on and on the ground survey performed in November of 2010. The bearings are based on GPS observations. A survey drawing of the above described tract was prepared.



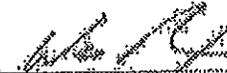
  
WEG REXRODE Date: December 22, 2010  
Registered Professional Land Surveyor No. 6001  
Job Number: 10-4036 Tract 3

EXHIBIT "A"  
PAGE 4 OF 7

# MATKIN-HOOVER

## ENGINEERING & SURVEYING

4 Spillcof Road, Suite 200, Hesperia, Texas, 78040  
Phone: 830-249-0600 FAX: 830-249-0699

### FIELD NOTES FOR A 0.016 ACRE TRACT OF LAND 701.1 SQUARE FEET

BEING A 0.016 ACRE (701.1 SQUARE FEET) TRACT OF LAND OUT OF AN ALLEY WITHIN BLOCK 46, SCHREINER'S ADDITION TO THE TOWN OF KERRVILLE RECORDED IN VOLUME K, PAGES 1-7, DEED RECORDS, KERR COUNTY, TEXAS, SAID 0.016 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found at the north corner of Lot 255, Block 46 and the east corner of Lot 254, Block 46 of the above referenced Schreiner's Addition, said point also being the west corner of the herein described tract and is in the southwest line of an alley within Block 46;

Thence, severing an alley within Block 46, the following two (2) courses and distances:

North 45 degrees 02 minutes 05 seconds East, a distance of 7.00 feet to a calculated point for the north corner of the herein described tract;

and South 44 degrees 57 minutes 55 seconds East, a distance of 100.16 feet to a calculated point in the northwest right-of-way line of Hays Street for the east corner of the herein described tract;

Thence, with the northwest right-of-way line of Hays Street, South 45 degrees 02 minutes 05 seconds West, a distance of 7.00 feet to a 1/2" iron rod set with a red "Matkin-Hoover Eng. & Survey" plastic cap at the east corner of Lot 256, for the south corner of the herein described tract;

Thence, with the northeast lines of Lots 256 and 255 and the southwest line of an alley within Block 46, North 44 degrees 57 minutes 55 seconds West, a distance of 100.16 feet to the Point of Beginning, containing 0.016 acres.

Note: This description is based on an on the ground survey performed in November of 2010. The bearings are based on GPS observations. A survey drawing of the above described tract was prepared.



*Wes Rexrode*  
Wes Rexrode Date: December 22, 2010  
Registered Professional Land Surveyor No. 6001  
Job Number: 10-4036 Tract 3

# MATKIN-HOOVER

## ENGINEERING & SURVEYING

8 Spencer Road, Suite 200, Kermo, Texas 76004  
Phone: 817-249-0000 FAX: 817-249-0099

### FIELD NOTES FOR A 0.018 ACRE TRACT OF LAND 768.1 SQUARE FEET

BEING A 0.018 ACRE (768.1 SQUARE FEET) TRACT OF LAND OUT OF AN ALLEY WITHIN BLOCK 47, SCHREIBER'S ADDITION TO THE TOWN OF KERRYVILLE RECORDED IN VOLUME K, PAGES 1-7, DEED RECORDS, KERR COUNTY, TEXAS; SAID 0.018 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found at the south corner of Lot 294, Block 47 and the west corner of Lot 293, Block 47, said point also being the north corner of the herein described tract;

Thence, with the northeast line of an alley within Block 47 and the southwest lines of Lots 293, 292 and 291, Block 47, South 45 degrees 07 minutes 57 seconds East, a distance of 109.55 feet to a calculated point for the east corner of the herein described tract, said point also being the south corner of Tract No. Three (3) recorded in Volume 1707, Pages 705-713, Official Public Records, Kerr County, Texas and the west corner of Tract III recorded in Volume 1622, Pages 513-527, Official Public Records, Kerr County, Texas;

Thence, crossing an alley within Block 47, the following three (3) courses and distances:

South 44 degrees 52 minutes 03 seconds West, a distance of 7.01 feet to a calculated point for the south corner of the herein described tract;

North 45 degrees 07 minutes 57 seconds West, a distance of 109.55 feet to a calculated point for the west corner of the herein described tract;

and North 44 degrees 52 minutes 03 seconds East, a distance of 7.01 feet to the Point of Beginning containing 0.018 acres.

Note: This description is based on an on the ground survey performed in November of 2010. The bearings are based on GPS observations. A survey drawing of the above described tract was prepared.



*Wes Kerkode*  
Wes Kerkode Date: December 22, 2010  
Registered Professional Land Surveyor No. 6001  
Job Number: 10-4036 Tract 4

# MATKIN-HOOVER

## ENGINEERING & SURVEYING

6 Spencer Road, Suite 300, Noemia, Texas 78006  
Phone: 830-249-0609 FAX: 830-249-0099

### FIELD NOTES FOR A 0.012 ACRE TRACT OF LAND 526.5 SQUARE FEET

BEING A 0.012 ACRE (526.5 SQUARE FEET) TRACT OF LAND OUT OF AN ALLEY WITHIN BLOCK 46, SCHREINER'S ADDITION TO THE TOWN OF KERRVILLE RECORDED IN VOLUME K, PAGES 1-7, DEED RECORDS, KERR COUNTY, TEXAS, SAID 0.012 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found at the north corner of Lot 255, Block 46 and the east corner of Lot 254, Block 46 of the above referenced Schreiner's Addition, said point also being the south corner of the herein described tract and is in the southwest line of an alley within Block 46;

Thence, with the southwest line of an alley within Block 46 and the northeast lines of Lots 254 and 253, Block 46, North 44 degrees 57 minutes 55 seconds West, a distance of 75.22 feet to a calculated point for the west corner of the herein described tract, said point also being the north corner of that certain 0.264 acre tract recorded in Volume 381, Pages 186-190, Official Public Records, Kerr County, Texas and the east corner of Tract 1 recorded in Volume 1644, Pages 71-80, Official Public Records, Kerr County, Texas;

Thence, crossing an alley within Block 46, the following three (3) courses and distances:

North 48 degrees 02 minutes 05 seconds East, a distance of 7.00 feet to a calculated point for the north corner of the herein described tract;

South 44 degrees 57 minutes 55 seconds West, a distance of 75.22 feet to a calculated point for the east corner of the herein described tract;

and South 48 degrees 02 minutes 05 seconds East, a distance of 7.00 feet to the Point of Beginning containing 0.012 acres.

Note: This description is based on an on the ground survey performed in November of 2010. The bearings are based on GPS observations. A survey drawing of the above described tract was prepared.



*Wes Rexrode*  
Wes Rexrode      Date: December 22, 2010  
Registered Professional Land Surveyor No. 6001  
Job Number: 10-4036 Tract A

# **Agenda Item:**

**(Staff)**

4A. An ordinance to continue the taxation of tangible personal property, goods-in-transit, which would otherwise be exempt pursuant to Texas Tax Code Section 11.253. (staff)

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

---

**SUBJECT:** Ordinance to continue the taxation of tangible personal property, goods-in-transit, which would otherwise be exempt pursuant to Texas Tax Code §11.253 (PUBLIC HEARING)

**FOR AGENDA OF:** Nov. 8, 2011 **DATE SUBMITTED:** Nov. 2, 2011

**SUBMITTED BY:** Mike Hayes *McB* **CLEARANCES:**  
City Attorney

**EXHIBITS:** None

**AGENDA MAILED TO:**

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

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
\$ 0	\$ 0	\$ 0	NA

**PAYMENT TO BE MADE TO:** NA

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

Recent changes to the Texas tax code mean the City Council must once again decide whether it wants to opt in or out of the goods-in-transit tax exemption. Legislation passed during last June's special session modified the law relating to property taxes on certain types of "goods-in-transit." A property tax exemption, referred to as the "Super Freeport" exemption, allows a local option exemption for goods traveling elsewhere in Texas and can be claimed when the goods are at certain warehouses not owned by the owner of the goods. The legislation, Senate Bill 1, requires cities to take action between Oct. 1, 2011, and Dec. 31, 2011, to provide for the taxation of goods-in-transit in 2012 and subsequent years. The City must conduct a public hearing prior to doing so. The City has opted out of the exemption since 2007, meaning that it currently collects property taxes on goods that are stored in warehouses for less than 175 days and then shipped to other locations in the state. Article I of Chapter 94 "Taxation" of the City's Code of Ordinances sets out this exemption. Senate Bill 1's requirements for local action to institute or affirm opting out of the exemption apply regardless of any action taken by a city in the past to tax Super Freeport goods. In other words, any city that wishes to collect property taxes on Super Freeport goods in 2012 must now conduct a public hearing and take action within the specific timeframe. Failure to take official action within the timeframe will mean that the goods-in-transit will be exempt from taxation in 2012.

**RECOMMENDED ACTION**

Open public hearing and discussion and possible action as may be necessary.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2011-\_\_\_\_\_**

**AN ORDINANCE TO CONTINUE THE TAXATION OF TANGIBLE  
PERSONAL PROPERTY, GOODS-IN-TRANSIT, WHICH WOULD  
OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE SECTION  
11.253**

**WHEREAS**, the 82<sup>nd</sup> Texas Legislature, during its Special Session, enacted Senate Bill 1 (“SB1”), which amended Texas Tax Code Section 11.253, under which personal property consisting of goods-in-transit, as newly defined, are exempt from taxation; and

**WHEREAS**, SB1 added a new subsection (j-1) to Section 11.253, which provides for a local option under which a taxing unit may tax the otherwise exempt goods-in-transit, but only where the governing body of such taxing unit, after a public hearing, takes official action to tax such personal property; and

**WHEREAS**, the City Council previously adopted Ordinance No. 2007-21, which added Article I to Chapter 94 “Taxation” of the City’s Code of Ordinances, and which provided that a person is not entitled to an exemption from taxation of the appraised value of that portion of the person’s personal property that consists of goods-in-transit; and

**WHEREAS**, on the 8<sup>th</sup> day of November, 2011, the City Council held a public hearing as required by Section 1-n (d), Article VIII, Texas Constitution, at which members of the public were permitted to speak for or against the taxation of goods-in-transit; and

**WHEREAS**, following the public hearing, the City Council finds it to be in the public interest to continue to tax such goods-in-transit, as could be exempted by Texas Tax Code Section 11.253, for tax year 2012 and all subsequent years;

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

**SECTION ONE. Findings.** The findings set forth above are hereby found to be true and correct and are adopted for all purposes.

**SECTION TWO. Goods-in-transit to Remain Taxed.** Goods-in-transit, as defined Texas Tax Code 11.253(a)(2), as amended by Senate Bill 1, enacted by the 82<sup>nd</sup> Texas Legislature in Special Session, shall remain subject to taxation by the City of Kerrville, Texas, which affirms the previous action of City Council and its adoption of Article I, Chapter 94 of the City’s Code of Ordinances, and specifically Section 94-2(b).

**SECTION THREE. Severability Clause.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

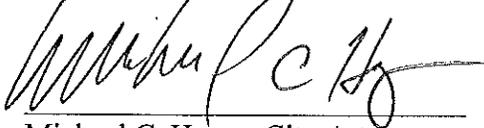
**SECTION FOUR. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, as provided by the City Charter and the laws of the State of Texas.

**PASSED AND APPROVED ON FIRST READING, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2011.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2011.**

\_\_\_\_\_  
David Wampler, Mayor

APPROVED AS TO FORM:



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

ATTEST:

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

**Agenda Item:**  
**(Staff)**

5A. Cast the City of Kerrville's ballot for Kerr Central Appraisal District Board of Directors 2012 to 2013 term of office. (staff)

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

**SUBJECT:** Cast the City of Kerrville's Ballot for Kerr Central Appraisal District Board of Directors 2012 to 2013 term of office.

**FOR AGENDA OF:** November 8, 2011 **DATE SUBMITTED:** November 2, 2011

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

**EXHIBITS:** KCAD Ballot Document Dated October 24, 2011

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

**SUMMARY STATEMENT**

On October 31, 2011, the City of Kerrville received a ballot from the Kerr Central Appraisal District (KCAD) with five candidates for five positions for the KCAD Board of Directors. Directors are elected to two-year terms and those candidates elected this time will serve for 2012 and 2013.

Included for consideration on the ballot is Kerrville's nominee, Mr. William H. Moody. Mr. Moody serves as the secretary for the board and is willing to serve another term. He was included as the City of Kerrville's nominee by unanimous vote of the City Council.

There are a total of 5,000 votes distributed amongst the taxing entities in Kerr County. Kerrville is apportioned 724 of those votes. The City Council decides how to distribute those votes, which may be allocated entirely to one candidate or split amongst more than one.

Kerrville must cast its vote before December 15, 2011. The KCAD Board will be set before December 31, 2011.

**RECOMMENDED ACTION**

Staff recommends casting 720 votes for Mr. William H. Moody and casting one vote each for the remaining four candidates. This will ensure that the City of Kerrville has standing in the unlikely event of a recall of any of the five board members.

**KERR CENTRAL APPRAISAL DISTRICT**

**P.O. BOX 294387  
1836 JUNCTION HIGHWAY  
KERRVILLE, TEXAS 78029**

**RECEIVED**

**OCT 31 2011**

October 24, 2011

David Wampler, Mayor  
City of Kerrville  
800 Junction Hwy  
Kerrville, TX 78028

Re: Ballot for Kerr CAD Board of Directors 2012 to 2013 Term

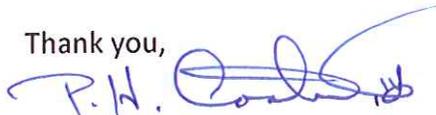
Dear Mayor Wampler:

Please cast the enclosed ballot at your next public meeting for the Kerr CAD Board of Directors 2012 to 2013 term.

As a participating taxing entity your governing body has a total of **724 votes** that may be cast for the candidate or candidates of your choice.

Please return your ballot to me by December 15, 2011. If you have any questions, please feel free to contact me by phone at 830-895-5223 or by email at [Fourth.Coates@kerrcad.org](mailto:Fourth.Coates@kerrcad.org)

Thank you,



P.H. "Fourth" Coates, IV RPA  
Chief Appraiser

**PHONE 830-895-5223**

**FAX 830-895-5227**

# KERR CENTRAL APPRAISAL DISTRICT

P.O. BOX 294387  
1836 JUNCTION HIGHWAY  
KERRVILLE, TEXAS 78029

## BOARD OF DIRECTOR'S 2012/2013 BALLOT

<u>CANDIDATE</u>	<u>NOMINATING ENTITY</u>	<u>VOTES CAST</u>
1. Mark Bigott	Kerrville ISD & Medina ISD	_____
2. Kirk Griffin	Hunt ISD	_____
3. Charles Lewis	Comfort ISD & Kerr County	_____
4. William H. Moody	City of Kerrville	_____
5. Ray Orr	Kerrville ISD	_____

Please cast your allotted votes (see below) for the candidate or candidates of your choice and return to the Chief Appraiser before December 15, 2011. Each entity may cast all of its allocated votes for one candidate or may divide its votes between two or more candidates. The entity may not initiate a recall of a director unless it casts at least one vote for that director. The votes will be counted and the Board Members for the 2012/2013 term will be declared before December 31, 2011. There are five elected positions on the Kerr Central Appraisal District Board of Directors. The County Tax Assessor/Collector serves as a non-voting member by state statute.

<u>Entity Name</u>	<u>Votes Allocated</u>
City of Ingram	21
*City of Kerrville	724
Kerr County	1,260
Center Point ISD	185
Comfort ISD	135
Divide ISD	34
Harper ISD	31
Hunt ISD	239
Ingram ISD	369
Kerrville ISD	1,994
Medina ISD	8
<b>TOTAL # Votes</b>	<b>5,000</b>

**PHONE 830-895-5223**  
**FAX 830-895-5227**

## **Agenda Item:** **(Staff)**

5B. Renaming of the City of Kerrville's lake on Guadalupe Street north of the water treatment plant dam. (Councilmember Gross)

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

---

**SUBJECT:** Renaming of the City of Kerrville's lake on Guadalupe Street north of the water treatment plant dam

**FOR AGENDA OF:** 11/8/11

**DATE SUBMITTED:** 11/3/11

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

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:** Application

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

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

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

On Wednesday, November 2, 2011 a public meeting was held at City Hall, 800 Junction Highway, Kerrville, TX at 3:00 p.m. in the Council Chambers to discuss the City Council request to rename the city water impoundment Sunset Lake. There were four speakers at the public meeting who expressed the following comments and input:

- Proposed name "Lake of the Hills" to be consistent with Kerrville branding; the name "Sunset" could be incorporated into trailheads as part of the river trail project; prefer that names of Servicemen be reserved for street names to remain consistent with past practices
- Proposed name "City Lake" to be consistent with the small town that Kerrville is
- Proposed name "Sunset Lake" to emphasize the beautiful sunsets that are often viewed on the lake; noted that "City Lake" is bland
- Proposed name "Sunset Lake" because it is beautiful and appropriate; noted that the trail system should be called "Tres Lagos" trail system to emphasize connection between the three existing lakes (Flatrock, Louise Hays Park, and the City Water Impoundment)

In addition to a public input meeting, written comments are accepted; however, there were no written comments submitted. The Kerrville naming policy does not have a procedure for accepting unofficial comments, however, it should be noted that the Kerrville Daily Times published results of their online poll where "34 percent favored the name Sunset Lake, and in comments, many readers suggested renaming the lake in honor of Marine Cpl. Jacob

Leicht, a Tivy High School graduate who was the 1,000<sup>th</sup> U.S. serviceman killed in the Afghan conflict." (source: Kerrville Daily Times 11/2/11).

The Kerrville naming policy establishes the procedure for naming a facility as: 1) review application, 2) hold a public input meeting, and 3) present the findings with a recommendation to the City Council. To date, all three procedures have been completed.

**RECOMMENDED ACTION**

The Director of Public Works recommends that Council rename the city water impoundment Sunset Lake.

City of Kerrville

# Naming Request Form

Municipally Owned Properties and Facilities

1	Existing Property/Facility Street Address: (Must Be Owned By The City Of Kerrville)	<u>UGRA Lake</u>
2	Existing Name of Property/Facility: (if known)	<u>UGRA Lake</u>
3	Proposed New Name:	<u>Sunset Lake</u>
4	Applicant Information:	<u>Kerrville City Council</u> Name <u>800 Junction Hwy.</u> Address <u>830-257-8000</u> Phone Number <u>place3@kerrvilletx.gov</u> Email _____ Signature
5	Association/Group making request: (if any)	<u>Kerrville City Council</u> _____ Address
6	Date Submitted in person (to City Secretary's Office):	<u>10/11/11</u>

**Agenda Item:**  
**(Staff)**

5C. Landscape watering times under Ch. 110, Article III "Water Management Plan" of the City of Kerrville's Code of Ordinances. (staff)

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

---

**SUBJECT:** Discussion of water conservation irrigation watering times

**FOR AGENDA OF:** 11/8/11

**DATE SUBMITTED:** 10/27/11

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

**CLEARANCES:** Todd Parton  
City Manager

**EXHIBITS:**

**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 FINANCE DIRECTOR:**

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**SUMMARY STATEMENT**

Kerrville is currently in Stage 4 of its water conservation plan where landscape watering by hand, drip irrigation, or buckets is permitted every day from 6am-9am and 7pm-11pm. Fees and penalties for violating the water conservation ordinance start at approximately \$350. Councilmember Gross requested this item be added to the agenda to determine if alteration of the times should be considered to accommodate evening watering during daylight through the winter months.

**RECOMMENDED ACTION**

This item is for information and discussion, however, the Director of Public Works recommends that the times for watering remain unchanged to avoid confusion and the potential for costly penalties.

## **Agenda Item:** **(Staff)**

5D. Settlement agreement regarding complaint of Cecil R. Atkission and City of Kerrville against Lower Colorado River Authority Transmission Services Corporation, Public Utility Commission of Texas (PUC), Docket No. 39516. (staff)

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

---

**SUBJECT:** Settlement Agreement regarding Complaint of Cecil R. Atkission and City of Kerrville against Lower Colorado River Authority Transmission Services Corporation, Public Utility Commission of Texas (PUC), Docket No. 39516

**FOR AGENDA OF:** November 8, 2011    **DATE SUBMITTED:** November 2, 2011

**SUBMITTED BY:** Mike Hayes *mh*  
City Attorney                      **CLEARANCES:**

**EXHIBITS:** Letter from LCRA to TxDot  
(Complete packet available City Secretary's office)

**AGENDA MAILED TO:**

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

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<b>Expenditure Required:</b>	<b>Current Balance in Account:</b>	<b>Amount Budgeted:</b>	<b>Account Number:</b>
<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	

**PAYMENT TO BE MADE TO:**  
**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

Presentation of Settlement Agreement regarding Complaint of Cecil R. Atkission and City of Kerrville against Lower Colorado River Authority Transmission Services Corporation, Public Utility Commission of Texas (PUC), Docket No. 39516.

**RECOMMENDED ACTION**

Discussion and possible action as may be necessary.

**PUC DOCKET NO. 39516**

<b>COMPLAINT OF CECIL R.</b>	<b>§</b>	<b>BEFORE THE</b>
<b>ATKISSON AND CITY OF</b>	<b>§</b>	
<b>KERRVILLE AGAINST LOWER</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>COLORADO RIVER AUTHORITY</b>	<b>§</b>	
<b>TRANSMISSION SERVICES</b>	<b>§</b>	<b>OF TEXAS</b>
<b>CORPORATION</b>		

**SETTLEMENT AGREEMENT**

Cecil R. Atkission, City of Kerrville (“Kerrville” or “City”), Kerr County (collectively referred to herein as “Joint Complainants”), and LCRA Transmission Services Corporation (“LCRA TSC”) (collectively referred to herein as “the Parties”) enter into this Settlement Agreement resolving all issues concerning the complaint filed by Mr. Atkission, Kerrville, and Kerr County against LCRA TSC. Accordingly, the Parties respectfully request dismissal of this docket with prejudice. As part of this Settlement Agreement, the Parties agree as follows:

**I. RECITALS**

1. Cecil R. Atkission, Kerrville, and Kerr County are the Joint Complainants in PUC Docket No. 39516, said docket being the complaint of Joint Complainants against LCRA TSC. On January 24, 2011, the Commission ordered LCRA TSC to construct a 345 KV CREZ transmission line from LCRA TSC’s McCamey D (now Big Hill) substation to LCRA TSC’s Kendall substation in PUC Docket No. 38354 along the route identified in that proceeding as modified Route MK63 (also referred to herein as the “Transmission Line”).

2. On September 29, 2011, LCRA TSC and the Texas Department of Transportation (“TxDOT”) entered into an Acknowledgement of Concurrence on Conceptual Design (“Acknowledgment”) on the route and conceptual design for numerous locations at which the Transmission Line impacts the TxDOT right-of-way along Interstate Highway I-10 (“I-10”), including the intersection of I-10 and Texas Highway 16. The Acknowledgement, which

includes conceptual transmission line adjustments at these numerous locations along I-10, is dated September 29, 2011, and is attached to this Settlement Agreement as Exhibit A and incorporated herein.

## **II. AGREEMENT**

The Parties agree as follows:

1. The Acknowledgment accurately sets out and describes the alignment of the Transmission Line at I-10 and Texas Highway 16 that has been agreed to by the Joint Complainants and LCRA TSC. In particular, the parties agree that the "Green/Purple" route modification discussed on page 2 of the Acknowledgment, and as further shown and described on Exhibit 17 of the Acknowledgment, is the best option for placement of the Transmission Line. However, the parties also acknowledge that the ultimate placement of the Transmission Line in the locations depicted in Exhibit A is a matter to be worked out between LCRA TSC and TxDOT during the detailed design phase of this Transmission Line project.

2. LCRA TSC will diligently pursue obtaining final permitting documentation from TxDOT in order to construct the Transmission Line in the vicinity of the intersection of I-10 and Texas Highway 16 consistent with the routing agreement set forth in the Acknowledgment.

3. Each of the Parties represents that he or it is fully authorized to execute this Settlement Agreement.

4. Approval of this Settlement Agreement by the Parties and dismissal of Docket No. 39516 with prejudice will resolve all issues presented in this proceeding. Upon execution of this Agreement by Parties' representatives, Parties will file this Agreement and a Joint Request for Dismissal of the Complaint in PUC Docket No. 39516, with prejudice.

**SIGNED AND AGREED** on the dates indicated below:

**LLOYD GOSSELINK**  
**ROCHELLE & TOWNSEND, P.C.**  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
(512) 322-5800  
Fax: (512) 472-0532  
gcrump@lglawfirm.com  
emcpee@lglawfirm.com

Date: \_\_\_\_\_

\_\_\_\_\_  
GEORGIA N. CRUMP  
State Bar No. 05185500

EILEEN McPHEE  
State Bar No. 24060273

**ATTORNEYS FOR CECIL R. ATKISSON  
AND THE CITY OF KERRVILLE, TEXAS**

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT HENNEKE  
State Bar No. 24046058  
Kerr County Attorney  
Kerr County Courthouse  
700 Main Street, Suite BA103  
Kerrville, Texas 78028  
Telephone: (830) 792-2220  
Facsimile: (830) 792-2228

**ATTORNEY FOR KERR COUNTY**

John W. Rubottom  
General Counsel  
State Bar No. 17363100  
William T. Medaille  
Associate General Counsel  
State Bar No. 24054502  
Fernando Rodriguez  
Associate General Counsel  
State Bar No. 17145300  
Lower Colorado River Authority  
P.O. Box 220  
Austin, Texas 78767-0220  
Telephone: (512) 473-3354  
Facsimile: (512) 473-4010 FAX  
[ferdie.rodriquez@lcra.org](mailto:ferdie.rodriquez@lcra.org)  
[bill.medaille@lcra.org](mailto:bill.medaille@lcra.org)

Date: \_\_\_\_\_

\_\_\_\_\_  
FERNANDO RODRIGUEZ

**ATTORNEYS FOR LCRA TRANSMISSION  
SERVICES CORPORATION**

**Agenda Item:**  
**(Staff)**

6A. Allied Waste's notice of solid waste curbside garbage and recycling collection day changes, including removal of Saturday collection. (staff)

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

---

**SUBJECT:** Information and discussion of Allied Waste's notice of solid waste curbside garbage and recycling collection day changes

**FOR AGENDA OF:** 11/8/11

**DATE SUBMITTED:** 10/27/11

**SUBMITTED BY:** Kim Greenman  
Street and Solid Waste Manager

**CLEARANCES:** Charlie Hastings, P.E. *CH*  
Public Works Director

**EXHIBITS:** Map of proposed collection routes

**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**

Pursuant to the Collection Agreement with Allied Waste dated August 2006, Allied Waste may from time to time propose changes in previously approved collection routes or days of collection subject to the Director's (Director of Public Works) approval, which shall not be unreasonably withheld. Should the Director approve the proposed changes, Allied Waste shall promptly give written notice to all affected customers and publish such changes at least once in the City's official newspaper (Kerrville Daily Times) no later than 20 days prior to implementing such changes.

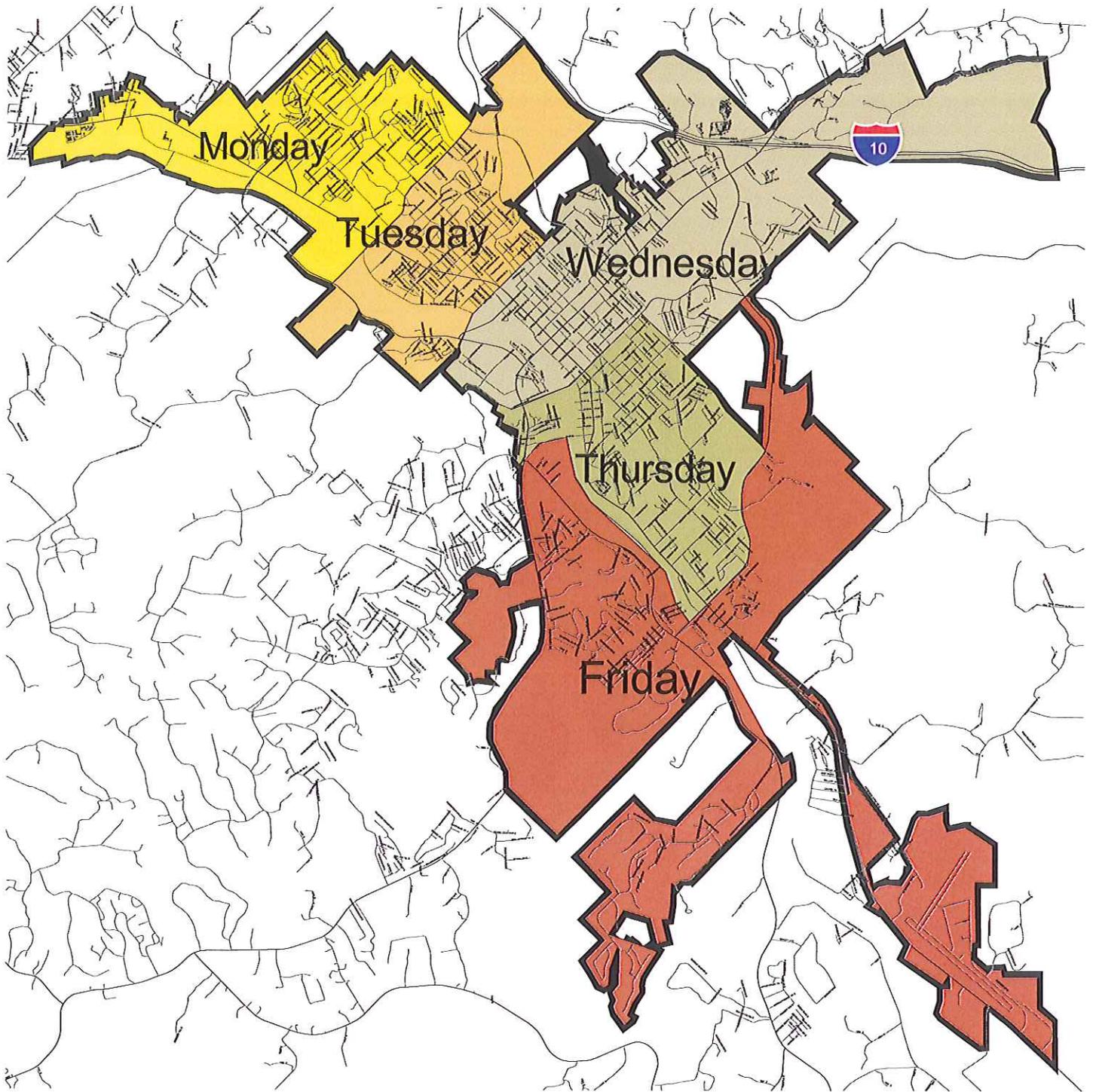
In an effort to increase safety focus within the community, to economize routes that have grown or changed over the years and to avoid collection on the weekend, Allied Waste has proposed to move from a six to five-day (Monday-Friday) collection schedule as shown on the attached map. With this new schedule, Allied Waste's garbage and recycling trucks will not be intermingling with our citizens on an otherwise quiet Saturday morning treasured by many of our working citizens. Incorporating the Saturday route into the weekly Monday through Friday route holds no real obstacles and will have little if any effect on this process, therefore it has been approved by the Director.

In addition to notification in the local newspaper, this change will be advertised on the city's website and published in the solid waste calendar which is scheduled to be mailed in December. The change will be effective January 1, 2012, and a 1-month grace period will be granted to allow residents to adjust to the new schedule.

**RECOMMENDED ACTION**

No action from council is requested. For informational purposes only.

# Proposed 2012 Solid Waste Collection Routes



2 0 2 Miles



**Agenda Item:**  
**(Staff)**

6B. Update on the city hall construction project. (staff)

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

---

**SUBJECT:** Update for the City Council on the City Hall construction project.

**FOR AGENDA OF:** November 8, 2011 **DATE SUBMITTED:** November 2, 2011

**SUBMITTED BY:** Kristine Ondrias  **CLEARANCES:** Todd Parton, City Manager  
Assistant City Manager

**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>
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**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OF FINANCE:**

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**SUMMARY STATEMENT**

At the March 8, 2011 meeting, the City Council gave the mayor authority to approve the agreement with the Cailloux Foundation to accept the gift of property for a city hall, and the authority to approve the pedestrian crosswalk assumption agreement to consent to the transfer of the crosswalk from Sid Peterson Memorial Hospital to the Cailloux Foundation property.

On March 22, 2011, City Council approved a design contract with Peter Lewis Architect + Associates to scope the design of a new 15,000 sqft City Hall facility and the renovation of existing adjacent administrative space which is included as leased space in the agreement.

The project was advertised for bid on October 7<sup>th</sup> and October 14<sup>th</sup>. A mandatory pre-bid meeting was held on October 18<sup>th</sup> and bids are scheduled to be opened at 2:00 p.m. on November 8<sup>th</sup>.

Staff will present an update to the City Council on the results of the bids, potential schedule for construction and upcoming City Council action items should the bids come in successfully in budget.

**RECOMMENDED ACTION**

This item is for information and discussion only.

**Agenda Item:**  
**(Staff)**

6C. Water resources report. (staff)

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

---

**SUBJECT:** Water Resources Report

**FOR AGENDA OF:** 11/8/11

**DATE SUBMITTED:** 10/27/11

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

**CLEARANCES:** Todd Parton  
City Manager

**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 DIRECTOR:**

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**SUMMARY STATEMENT**

Staff will present an update on the water supply and availability as it relates to the drought.

**RECOMMENDED ACTION**

Information and discussion.

**Agenda Item:**  
**(Staff)**

6D. Budget and economic update. (staff)

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

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**SUBJECT:** Kerrville Budget/Economic Update

**FOR AGENDA OF:** November 8, 2011      **DATE SUBMITTED:** October 27, 2011

**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 OR 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 NOVEMBER 2, 2011

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
<b>National</b>					
Unemployment	9.10%	9.10%	9.60%	↔	September
Consumer Confidence	45.4	45.2	48.6	↔	September
1 year T-Bills	0.10%	0.11%	0.21%	↔	11/2/11

<b>State</b>					
Monthly Unemployment	8.40%	8.40%	8.00%	↔	September
Monthly Sales Tax	\$1,756.1m	\$1,976.8m	\$1,571.3m	↑	September

<b>Local</b>					
Monthly Unemployment (Kerr Co.)	7.00%	6.70%	6.20%	↑	September
Median Listing Price	\$224,500	\$220,000	\$219,000	↑	10/1/11
Monthly Sales Tax	\$439,922	\$358,320	\$369,252	↑	October
Monthly EIC Tax	\$219,934	\$179,133	\$184,602	↑	October
Monthly HOT	\$69,508	\$61,806	\$67,898	↑	October

	FY12 Budget	FY12 as of 10/31/2011	FY12 % Received	FY11 as of 10/31/2010	FY11 % Received
<b>General Fund</b>					
Tax Revenue	\$14,401,600	\$561,075	3.90%	\$735,856	5.02%
Property Tax	\$7,900,000	\$121,125	1.53%	\$349,252	4.31%
Sales Tax	\$4,550,000	\$439,922	9.67%	\$369,252	8.21%
Permits & Fees	\$323,980	\$28,198	8.70%	\$28,549	7.09%
Intergovernmental	\$1,173,000	\$200,000	17.05%	\$145,115	20.53%
Service Revenues	\$2,571,246	-\$82,714	-3.22%	\$212,811	8.25%
Grant Revenue	\$26,500	\$0	0.00%	\$0	0.00%
Fines & Forfeitures	\$488,310	\$45,570	9.33%	\$48,522	10.16%
Interest & Misc.	\$217,770	\$15,156	6.96%	\$36,503	15.51%
Transfers In	\$1,250,000	\$104,167	8.33%	\$83,333	8.33%
<b>Total General Fund</b>	<b>\$20,452,406</b>	<b>\$871,451</b>	<b>4.26%</b>	<b>\$1,290,689</b>	<b>6.43%</b>
<b>Total General Fund Expenditures</b>	<b>\$20,052,133</b>	<b>\$1,750,588</b>	<b>8.73%</b>	<b>\$1,747,772</b>	<b>8.71%</b>
<b>Water/Sewer Fund</b>					
Water Sales	\$4,404,842	\$406,038	9.22%	\$424,993	9.66%
Sewer Sales	\$3,746,176	\$321,551	8.58%	\$304,114	8.09%
Other Revenue	\$735,226	\$73,374	9.98%	\$53,854	3.66%
<b>Total Water &amp; Sewer Fund</b>	<b>\$8,886,244</b>	<b>\$800,963</b>	<b>9.01%</b>	<b>\$782,961</b>	<b>8.13%</b>
<b>Total W&amp;S Fund Expenditures</b>	<b>\$8,809,460</b>	<b>\$633,164</b>	<b>7.19%</b>	<b>\$646,389</b>	<b>6.99%</b>