

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, APRIL 10, 2012, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, APRIL 10, 2012, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Stockton Williams, Rector of St. Peter's Episcopal Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by the Boy Scouts 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. PRESENTATION:

2A. Proclamation for Alamo Area Council Boy Scouts of America 100 Year Centennial Celebration. (Mayor Wampler)

2B. Proclamation proclaiming April 29, 2012 as "Ray Price Day". (Mayor Wampler)

2C. Proclamation recognizing "Foursquare Day 2012". (Mayor Wampler)

2D. Resolution of Commendation to Brett McDowell for service on the Main Street Advisory Board. (Mayor Wampler)

2E. Resolution of Commendation to Dana Cardwell for service on the Parks and Recreation Advisory Board. (Mayor Wampler)

2F. Recognition and appreciation of the Butt-Holdsworth Memorial Library staff for their professionalism and invaluable service to the community especially in their efforts in completing the major library renovations. (Mayor Wampler)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time: April 5, 2012 at 1:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig

City Secretary, City of Kerrville, Texas

3. 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:

3A. Minutes of the regular city council meeting held February 14, 2012, and the informal social meeting held February 23, 2012. (staff)

3B. Radio communications memorandum of understanding with Texas Alcohol and Beverage Commission and the Kerrville Police Department. (staff)

3C. A resolution ratifying the appointment of an election judge for the municipal general election to be held May 12, 2012. (staff)

3D. A resolution authorizing participation in TexasTERM, local government investment pool and designating authorized representatives. (staff)

3E. Execute a professional services agreement with LNV, Inc. to provide design and construction administration services for the G Street wastewater interceptor in an amount not to exceed \$209,500.00. (staff)

3F. Execute a professional services agreement with Pape-Dawson Engineers, Inc. to provide design services for the Riverhill/Ridgewood storage tank transmission line in an amount not to exceed \$129,450.00. (staff)

END OF CONSENT AGENDA

4. CONSIDERATION AND POSSIBLE ACTION:

4A. Interlocal service agreement between Kerr Emergency 9-1-1 Network and the City of Kerrville regarding addressing property within the city. (staff)

4B. Proposal by Playhouse 2000 to conduct a free production of Shakespeare in the Park, tentatively scheduled for June 1-3, 2012, at Louise Hays Park. (staff)

4C. Establishing a road hump program and adopting a road hump policy on city residential streets. (Councilmember Keeble)

4D. Establish a regular city council work session to be held prior to each regular city council meeting. (Councilmember Conklin)

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Brenda Craig
City Secretary, City of Kerrville, Texas

5. INFORMATION AND DISCUSSION:

5A. Report regarding Sign Regulations, Chapter 6, Article II of the City Code. (staff)

5B. Water resources report. (staff)

5C. Budget and economic update. (staff)

6. ITEMS FOR FUTURE AGENDAS

7. 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.

8. 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.

9. ADJOURNMENT.

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Brenda Craig

City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Proclamation for Alamo Area Council Boy Scouts of America 100 Centennial Celebration (Mayor Wampler)



CITY OF KERRVILLE

800 Junction Highway
Kerrville, Texas 78028
830-257-8000

PROCLAMATION

- WHEREAS,** The City of Kerrville has a strong tradition and scouting has had a profound impact on the lives of our youth and has contributed significantly to the quality of life within our community; and
- WHEREAS,** In 1910 on the Seventh day of October, the first Scout troop of the Alamo Area Council, Boy Scouts of America was organized in San Antonio; and
- WHEREAS,** The Y.M.C.A. organization sponsored the first Scout Troop, with George S. Chessum as the Scoutmaster, making it the first in Texas and the region; and
- WHEREAS,** In 1912 on the Sixteenth day of May, the reorganization of the Boy Scout Council in San Antonio was perfected and recognized by the great State of Texas, making this the official birthday; and
- WHEREAS,** In 1912 on the Twenty-Fourth day of May, at the St. Anthony Hotel in San Antonio, the local Boy Scout Council was named the "Alamo Council, Boy Scouts of America"; and
- WHEREAS,** The Alamo Area Council, Boy Scouts of America are a cherished and growing organization that continues to strengthen the moral, physical, spiritual, and economic vitality of our local community,

NOW, THEREFORE, I, David Wampler, Mayor of the City of Kerrville, Texas, do hereby proclaim May 16, 2012 as the

"Alamo Area Council, Boy Scouts of America 100 Year Centennial Celebration"

And urge citizens to help the Scouts celebrate this birthday and support all efforts that the Alamo Area Council, Boy Scouts of America continue to make to prepare young people for life by providing the nation's foremost youth program of character development and values-based leadership training utilizing outdoor activity, citizenship, and sports fitness.

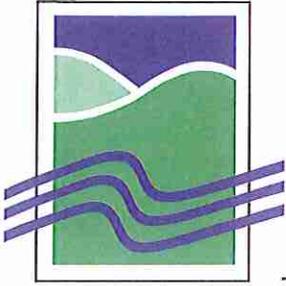
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the ____ day of _____, 2012.

David Wampler, Mayor



Agenda Item:

2B. Proclamation proclaiming April 29, 2012 as "Ray Price Day" (Mayor Wampler)



CITY OF KERRVILLE

MAYOR AND CITY COUNCIL

800 Junction Highway

Kerrville, Texas 78028

830-257-8000 / www.kerrvilletx.gov

PROCLAMATION

WHEREAS, Ray Price, also known as "The Cherokee Cowboy" is an American country and western singer/songwriter/guitarist whose fame has spanned the years from 1948 to the present time; and

WHEREAS, Early in his career he was closely associated with Hank Williams, rooming with him for a time and using his band, the Drifting Cowboys, which resulted in his having a hint of the Hank Williams sound which, in the 1960's, gave way to his popular mellow, balladeer style with a honky-tonk flavor; and

WHEREAS, He formed his famous band, the Cherokee Cowboys, which at various times included such well-known artists as Roger Miller, Willie Nelson and Johnny Paycheck and, where in those early years he developed the famous "Ray Price Shuffle Beat"; and

WHEREAS, He has been recognized twice with Grammy Awards, first in 1970 with "For the Good Times", and then in 2008 for "Lost Highway"; and

WHEREAS, In 1996 Ray Price received country music's highest honor by being inducted into the Country Music Hall of Fame, and was presented the award by his life-long friend, Kris Kristofferson, who termed him "a living link between Hank Williams and the country singers of today":

NOW, THEREFORE I David Wampler, Mayor of the City of Kerrville, Texas, do hereby proclaim April 29, 2012; as

"RAY PRICE DAY"

In the City of Kerrville, and invite all citizens and visitors to take this opportunity to hear one of the music industry's most well-loved icons, and to show their appreciation to him **"FOR THE GOOD TIMES"** he has given to us.

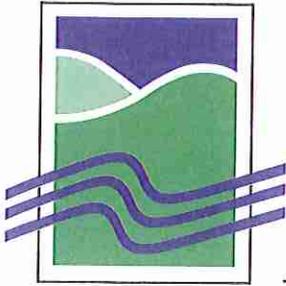


IN WITNESS WHEREOF,
I have hereunto set my hand and
caused the Seal of the City of
Kerrville to be affixed hereto,
the ___ day of April, 2012.

David Wampler, Mayor

Agenda Item:

2C. Proclamation recognizing "Foursquare Day 2012" (Mayor Wampler)



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

PROCLAMATION

WHEREAS, April 16 has been established as Foursquare Day, the global social media event recognizing the positive influence that social media can have for individuals, organizations and communities; and

WHEREAS, A rapidly growing phenomenon, the idea for Foursquare Day began in Tampa, Florida, where its originator had the idea of getting followers of Foursquare to hit the streets on one specific day to meet at local businesses, restaurants and clubs, and share the love of social media and networking; and

WHEREAS, This idea soon spread across the nation and to several countries where participants are planning similar events proving how powerful social media has become and how everyone has the ability to create a successful social media and networking; and

WHEREAS, This social media and networking idea has proven to be of importance to the economic vitality and quality of life by advertising, marketing and tracking the various events held in Kerrville throughout the year;

NOW, THEREFORE, I, David Wampler, Mayor of the City of Kerrville, Texas, do hereby proclaim April 16, 2012 to be:

“FOURSQUARE DAY 2012”

In the City of Kerrville and urge our fellow citizens to recognize that we will be part of a global celebration of social media that has revolutionized the way we connect with our world.

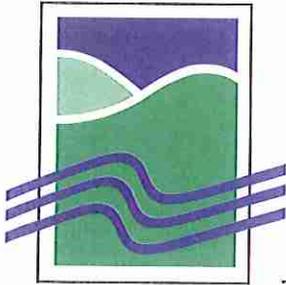


IN WITNESS WHEREOF,
I have hereunto set my hand and
Caused the Seal of the City of
Kerrville to be affixed hereto,
the ___ day of _____, 2012.

David Wampler, Mayor

Agenda Item:

2D. Resolution of Commendation to Brett McDowell for service on the Main Street Advisory Board (Mayor Wampler)



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

RESOLUTION OF COMMENDATION

WHEREAS, BRETT MCDOWELL has served as a member of the Main Street Advisory Board with the date of service beginning August 10, 2010; and

WHEREAS, BRETT MCDOWELL has served faithfully and dutifully on said board;

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

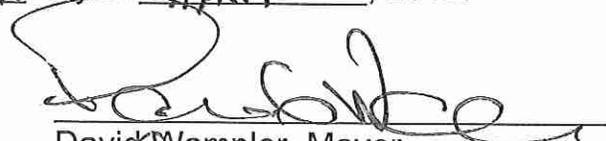
That **BRETT MCDOWELL** be recognized for outstanding service as a member of the Main Street Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 10th day of April, 2012.

ATTEST:



Brenda G. Craig, City Secretary



David Wampler, Mayor

E. G. Allen, Mayor Pro Tem



Carson Conklin, Councilmember



Stacie Keeble, Councilmember



T. Scott Gross, Councilmember



Agenda Item:

2E. Resolution of Commendation to Dana Cardwell for service on the Parks and Recreation Advisory Board (Mayor Wampler)



CITY OF KERRVILLE

MAYOR AND CITY COUNCIL

800 Junction Highway

Kerrville, Texas 78028

830-257-8000 / www.kerrvilletx.gov

RESOLUTION AND COMMENDATION

WHEREAS, **DANA CARDWELL** has served as a member of the Parks and Recreation Advisory Board with the date of service beginning September 28, 2010 and

WHEREAS, **DANA CARDWELL** has served faithfully and dutifully on said board;

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

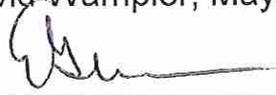
That **DANA CARDWELL** be recognized for outstanding service as a member of the Parks and Recreation Advisory Board, and that on behalf of the citizens of Kerrville, as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the 10th day of April, 2012.

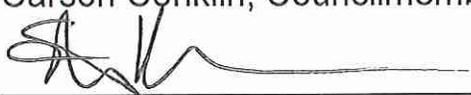
ATTEST:

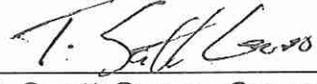

Brenda G. Craig, City Secretary


David Wampler, Mayor


E. G. Allen, Mayor Pro Tem


Carson Conklin, Councilmember


Stacie Keeble, Councilmember


T. Scott Gross, Councilmember



Agenda Item:

2F. Recognition and appreciation of the Butt-Holdsworth Memorial Library staff for their professionalism and invaluable service to the community, especially in their efforts in completing the major library renovations. (Mayor Wampler)

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

SUBJECT: Recognition and appreciation of the Butt-Holdsworth Memorial Library staff for their professionalism and invaluable service to the community especially in their efforts in completing the major library renovations.

FOR AGENDA OF: April 10, 2012 **DATE SUBMITTED:** April 4, 2012

SUBMITTED BY: Kim Meisner **CLEARANCES:** Todd Parton
Director of General Operations City Manager

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *TD*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The Butt-Holdsworth Memorial Library staff is to be recognized and appreciated for their hard work and efforts in completing the recent library renovations. The staff was required to work under extreme conditions and went well above and beyond the call of duty to maintain service levels. In fact, the library staff continued to execute their regular operational duties and assignments even during a re-grand opening event that brought an estimated 3,000 visitors through the doors.

Our staff has exhibited their dedication to the City of Kerrville, its citizens, and its leadership through their hard work and exemplary performance. It is with great pleasure that the following Butt-Holdsworth Memorial Library staff be recognized and appreciated for all that they have done in service to the community.

Library Staff

Daniel Schwartz, Library Director
Lolita Holczer, Librarian II – Patron Services Supervisor
Audrey Tolle, Librarian II – Circulation Services Supervisor
Laura Bechtel, Librarian II – Technical Services Supervisor
Pat Gordinier, Librarian I - Reference
Gretchen Atkinson, Library Assistant
Gaelynn Brougham, Library Technician
Amy Trevino, Library Clerk
Melissa Amyx, Library Clerk
Larue "Lash" Vance, Library Shelver

RECOMMENDED ACTION

City staff recommends recognizing and appreciating the Butt-Holdsworth Memorial Library staff for their hard work and commitment.

Agenda Item:

3A. Minutes of the regular city council meeting held February 14, 2012, and the informal social meeting held February 23, 2012. (staff)

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
FEBRUARY 14, 2012

On February 14, 2012, the Kerrville City Council meeting was called to order by Mayor Wampler at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Eldon Sheffer, Director of Church Relations at Schreiner University, followed by the Pledge of Allegiance led by Jerry Lane, of the Military Officers Association of America.

COUNCILMEMBERS PRESENT:

David Wampler	Mayor
Gene Allen	Mayor Pro Tem
Carson Conklin	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Cheryl Brown	Administrative Assistant to City Secretary
Travis Cochran	Director of Information Technology
Mike Erwin	Director of Finance
Charlie Hastings	Director of Public Works
Kim Meisner	Director of General Operations
Mindy Wendele	Director of Business Programs
Robert Ojeda	Fire Chief
Jeff Finley	Director of Building Services

VISITORS PRESENT: List is on file in city secretary's office.

1. VISITORS/CITIZENS FORUM:

- Bill Cantrell spoke regarding the homeless veterans project presented at the January 24 meeting, at which time the council voted unanimously to deny support because the developer could not provide an all veterans facility; he stated the developer now had approval to make the project veterans only. He stated that Kerr County had 17,000 veterans, and the AM Vets Post 1000 had 41 members that were in strong support of the project. He felt this facility would not be in competition with other nursing homes. He requested council reconsider their vote on the project.
- Julie Leonard supported council's action to replace overhead transmission lines with underground utilities in the downtown area. She invited councilmembers to attend the monthly meeting of the Kerr County Historical Commission on February 20 in the Logan Library at Schreiner University, the topic of discussion would be research on downtown buildings.

2. CONSENT AGENDA:

Mr. Conklin requested items 2B and 2C be removed from the consent agenda. Citizen John Mosty requested item 2G be removed from the consent agenda and discussed later in the meeting.

Mr. Conklin moved for approval of items 2A, 2D, 2E, 2F, 2H, and 2I; Ms. Keeble seconded the motion and it passed 5-0:

2A. Minutes of the regular city council meeting of January 10, 2012.

2D. Estoppel and consent agreement regarding airport lease between Joseph L. Kennedy Enterprises, LTD, and the Kerrville-Kerr County Airport Board.

2E. Purchase of a backhoe from ASCO Equipment in the amount of \$92,566.18.

2F. Amend the professional services agreement with Peter Lewis Architect + Associates, PLLC for design of the city hall facility and renovation of adjacent administrative space in an additional amount not to exceed \$25,000.00 for a total contract amount not to exceed \$227,250.00.

2H. Request from Hill Country Telephone Cooperative for license agreement for the installation of wireless access points on city-owned water towers.

2I. Request recycled asphalt product from the Texas Department of Transportation (TxDOT).

END OF CONSENT AGENDA

4. ORDINANCE, FIRST AND ONLY READING:

4A. Ordinance No. 2012-02 authorizing the issuance, sale and delivery of \$10,000,000 in aggregate principal amount of "City of Kerrville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012"; securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city's waterworks and sewer system; and approving and authorizing the execution of a paying agent/registrar agreement, an official statement and all other instruments and procedures related thereto. Mayor Wampler read the ordinance by title.

Mr. Erwin noted the ordinance would approve the issuance of debt in the amount of \$3.5 million for a total debt issuance of \$7 million for the river trail and parks improvement project. The first issuance in December 2011 was in the amount of \$3.5 million. The economic improvement corporation had committed 4B funds to pay the debt service on the \$7 million. The remaining debt issuance would fund utility projects and be paid from the water/wastewater fund, in part from the 2011 water and sewer rate increase. The capital improvement plan proposed \$6.3 million in capital projects in the FY12 budget. Mr. Erwin noted that compared to other communities, Kerrville's debt service level was low; he proposed that the water/sewer debt service never be more than 33-35% of the income.

Ann Burger Entrekinn, financial advisor with First Southwest, noted that current interest rates were the lowest since 1967. Standard and Poor's had reaffirmed the city's rating at "AA-" based on the city's strong financial position. The city

received twelve bids, and she recommended the city award the bond sale to the lowest bidder, Southwest Securities, at the rate of 2.183896%.

The council also discussed the following:

- The city's utility rate structure was well within the state-wide average utility bill.
- In the past, the city failed to adequately invest in infrastructure and the city had fallen behind.
- System improvements would accommodate additional commercial and residential growth.
- Adequate infrastructure and amenities were necessary to attract and retain people to Kerrville.

Ms. Keeble moved for approval of Ordinance No. 2012-02 on first and only reading; Mr. Gross seconded the motion and it passed 5-0.

2B. Economic development grant agreement between Fox Tank, Inc. and the City of Kerrville, Texas Economic Improvement Corporation for construction of a new facility in the amount of \$600,000.00.

Council requested a review of the benefits of the project.

Ray Watson, Executive Director of the Kerr Economic Development Corporation, reported on the benefits of the project, and noted that Fox Tank produced steel tanks for the oil industry. The original scope of the project was to provide 60 employees at a minimum hourly wage of \$15 for a total \$1.8 million employee payroll, a local sales tax impact of \$300,000, and an ad valorem tax of \$2 million annually; however, business had increased since the project started, and Mr. Fox now anticipated hiring 105 employees. The economic development plan called for Fox Tank to receive \$600,000 from EIC, and a maximum reimbursement of \$150,000 each from the city and county for sales tax generated by Fox Tank to defer the cost of property acquisition and facility construction. Also, Alamo Community College received a grant from the state to create a welding training facility in Kerrville.

Mr. Conklin moved for approval of the agreement as presented; the motion was seconded by Mr. Allen and passed 5-0.

2C. Economic development Incentive Agreement between Fox Tank, Inc. and the City of Kerrville, pursuant to Chapter 380, Texas Local Government Code.

Mr. Conklin moved for approval of the agreement as presented; the motion was seconded by Mr. Allen and passed 5-0.

2G. Project funding agreement between the Kerrville Public Utility Board and the City of Kerrville, Texas Economic Improvement Corporation (downtown Kerrville utility line removal and undergrounding).

The following persons spoke:

1. John Mosty stated his opposition to funding the project and opined that it was

an inappropriate use of 4B funds. 4B funds could be used to fund infrastructure for a necessary power supply to develop new or expanded business; however, sufficient power was already available to meet the requirements of existing businesses, and there was no plan for businesses to expand. Also, existing businesses were landlocked and could not expand, and there was limited use of the property behind the buildings on Water Street because of the fire easement. He opined that the project was a beautification project and not a business expansion project. He said he wanted to see the project happen, but the city should find another way to fund it.

Mr. Hayes noted that EIC had found that the project met the requirements of law as it would allow businesses to expand at the back of their property along the river side. The project would also increase access and expansion of a walkway along the river and increase interest in downtown.

2. Peter Lewis stated his support for the project to remove overhead utility lines and poles and bury the utilities, thereby reducing air space clutter; further, he supported the overall concept of restoration of the downtown historic area. He encouraged council's support of the agreement and EIC funding for the project.

3. Patrick Wilt noted he was a property owner on the west side of Sidney Baker, and he had spoken with Cailloux directly and understood that Cailloux had not agreed to pay any cost on the west side. He noted that an adjacent property owner received an estimate from DW Electric of \$5,400-5,600 to run the service line from the transformer to his building; he assumed his cost would be comparable. Mr. Wilt questioned if the EIC agreement was not sufficient to cover the full cost on the west side, would he be required to pay any of the remaining cost. He was in full support of the project, but did not have the funds available to spend, and he did not want to see the project start if it could not be completed.

Mr. Parton noted that the Cailloux Foundation had set aside over \$15,000 to connect specific properties on the east side only. EIC approved the project award at \$250,000 for construction plus \$50,000 contingency; any unused contingency would be used to fund the west side for property owners who wished to participate. KPUB received a cost estimate of \$19,943 to connect the three business properties on the west side.

Ms. Keeble, EIC board member, noted concerns about the change in project scope and funding between two prior EIC meetings and the issue of equality with some property owners not willing to participate in funding.

Tracy McCuan, KPUB General Manager, noted that the KPUB Board did not vote to support or oppose the project or funding thereof; however, the board voted unanimously to authorize staff to proceed with issuing bidding documents, getting a contractor, and beginning construction, knowing that KPUB was taking the risk that the EIC funding agreement might not be approved by the city council.

TxDOT granted KPUB a permit to do the work within their right of way, but the project had to be completed no later than March 14 when TxDOT would begin pavement reconstruction. The city requested KPUB manage the project and KPUB agreed to do so with the provision that there was a \$50,000 contingency so KPUB would not have to absorb any possible cost overruns for unforeseen issues. EIC voted to authorize any unused contingency funds to be used for the west side. KPUB would not start the west side until sufficient funds were available to connect all three businesses; however, KPUB would still run the line under TxDOT right of way to the west side. Further, if KPUB received an easement for the transformer pad on the west side, KPUB would install the transformer and properties could tie on in the future at their expense. If an easement was not granted for a transformer pad, or if all owners did not tie on, KPUB would leave the poles in place. Mr. McCuan noted it was a unique opportunity to place the lines underground in the TxDOT right of way, and it was his opinion that it was unlikely that TxDOT would grant a permit again until there was a major reconstruction probably in more than 25 years, if even then.

Mike Wittler, KPUB Chief Engineer, detailed the project scope, noted where underground lines would be installed, and which poles would be removed. The cost summary for the project was \$259,818, plus \$50,000 contingency, and the west side project to connect the three services was estimated at \$19,943.

4. Jimmie Spradling questioned if all utility poles on the east side would be removed under this project; if so, that would be a good thing for downtown.

Mr. McCuan noted the project included removal of the poles behind the buildings on the east side and customer service connections. He also noted that some property owners on the east side had already converted to underground and others had committed to pay their portion. The Arcadia Theater property owners already paid KPUB to underground their utilities, and they planned to have a large deck in the back opening to the river side. The project did not include the removal of the poles on the west side fronting on Water Street as those poles served the street lights and traffic signal.

5. Steve King questioned the approximate cost of utilities on the west side and property owners' contributions and why agreements for funding were not in place prior to construction. He did not want to see the funds spent and then the poles remain.

Mayor Wampler noted that some property owners already had agreements with KPUB, but it was not a requirement that property owners tie on. If no one tied on, the poles in the back of Water Street would remain and only those poles on Sidney Baker would be removed; however, funding was in place for the east side and contingency funds may be available to tie on the three properties on the west side. This was a unique opportunity to place utilities underground in TxDOT's right of way and would allow for business expansion and increase traffic and

tourism in the downtown. If funds were insufficient for the west side, it would still be a first step and it would be available for owners to tie on in the future.

Council also discussed the following:

- If contingency is not sufficient for the west side, property owners could opt to stay with overhead utilities and would not be forced to pay to connect to the underground utilities.
- Owners did not have to participate, but anyone who did should pay their share; property owners on the east side had contributed.
- Half of the underground line in the Peterson Plaza area was under the sidewalk in TxDOT right of way and half was inside the property line.
- KPUB had already spent \$180,000 and was at risk of losing those funds if the EIC funding agreement was not approved.
- The project would enhance the river trail, was an investment in downtown, and included property owner participation.

Mr. Conklin moved for approval of the agreement as present; Mr. Gross seconded the motion and it passed 5-0.

3. ORDINANCE, SECOND AND FINAL READING:

3A. Ordinance No. 2012-01 enacting a moratorium on the acceptance of applications and the issuance of permits for the installation of electronic and traveling lighted message signs within the City and its extraterritorial jurisdiction for a period of ninety (90) days; providing an effective date; containing a savings and severability clause; and providing other matters relating to the subject.

Mr. Finley noted no changes since first reading.

Mr. Gross moved for approval of Ordinance No. 2012-01 on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

4. ORDINANCE, FIRST AND ONLY READING:

4A. Ordinance No. 2012-02 authorizing the issuance, sale and delivery of \$10,000,000 in aggregate principal amount of "City of Kerrville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012"; securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city's waterworks and sewer system; and approving and authorizing the execution of a paying agent/registrar agreement, an official statement and all other instruments and procedures related thereto. Mayor Wampler read the ordinance by title only.

This matter was held earlier in the meeting following the consent agenda.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Hear request for action from Elizabeth Bigelow regarding helicopter incident at Comanche Trace. (Elizabeth Bigelow)

Ms. Bigelow requested the item be rescheduled to a later date.

5B. Resolution No. 03-2012 suspending the March 6, 2012, effective date of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex") requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with Atmos Cities Steering Committee ("ACSC") and other cities in the Atmos Mid-Tex service area to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and ACSC's legal counsel.

Mr. Hayes noted Atmos filed a notice of intent to increase the gas rate system wide by \$49 million, or 11.94%; however, Atmos was requesting a 13.6% increase, excluding gas cost on residential customers. The resolution would extend the effective date of the rate increase 90 days and allow the Atmos Cities Steering Committee to evaluate the rate increase. Mr. Hayes recommended approval of the resolution and anticipated a settlement agreement would be on a future agenda.

Ms. Keeble moved for approval of Resolution No. 03- 2012; Mr. Conklin seconded the motion and it passed 5-0.

5C. Approval of pavement management system projects for FY12.

Mr. Hastings reviewed the streets targeted for rehabilitation for FY12. He requested council approve the list, but noted that some of the streets may have to be moved to FY13 once funding was depleted. Upon approval of the list he will move forward with franchise utility companies to ask them to begin to relocate their utilities. He noted that the \$100,000 received from the sale of Rodriguez Street would go toward this project.

Mr. Allen moved to accept the FY12 street pavement plan as presented; Mr. Conklin seconded the motion and it passed 5-0.

6. INFORMATION AND DISCUSSION:

6A. Water resources report.

Mr. Hastings reviewed the monthly US drought monitor from September 2011 to present and noted the city needed 9-12" of rain over a three month period to get out of the exceptional drought designation, and recent rains were having a positive effect. The river flow was at 47 cfs (average was 129); ASR storage was at 678 mg (last year was at 800 mg); and the aquifer level was at 1362' ms.

6B. Budget and economic update.

Mr. Erwin reported sales tax was 9.4% above February 2011 and overall at 10% above last year, and HOT at 6.7% above February 2011. The property tax collection from the county was currently at \$7.5 million, for 95% collection. The transition from Kerr County collection to Kerrville Independent School District collection of city taxes went smoothly thanks to all parties involved. Revenues were above expenditures in both the general fund and water and sewer fund.

7. ITEMS FOR FUTURE AGENDAS

- Wayfinding signs.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

- Mayor Wampler recognized Traci Carlson, former Chamber of Commerce President, for her hard work and dedication to the community.
- Mayor Wampler stated appreciation to Denny Foster for acting as the interim director at the Chamber of Commerce for his willingness to get involved and appreciated the chamber's support.
- The Mardi Gras event would be held on February 21; 6-9, proceeds of the event would be used for the public art project; over 40 sponsors and underwriters for the event.
- Kerrville Fire Department awards and recognition ceremony on Thursday, February 23 at 5:30 p.m. at St. Peter's Episcopal Church.
- Partners in Ministry were putting together teams for the Community Service Infusion event to be held Saturday, March 24.

9. EXECUTIVE SESSION:

Mr. Gross moved for the city council to go into executive closed session under Sections 551.071 (consultation with attorney), and 551.087 (deliberation regarding economic development negotiations) of the Texas Government Code; the motion was seconded by Mr. Allen and passed 5-0 to discuss the following matters:

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.

At 7:53 p.m. the regular meeting recessed and council went into executive closed session at 7:59 p.m. At 8:35 p.m. the executive closed session recessed and council returned to open session at 8:35 p.m. Mayor Wampler announced that no action had been taken in executive session.

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION: None.

11. ADJOURNMENT. The meeting adjourned at 8:35 p.m.

APPROVED: _____

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
INFORMAL SOCIAL MEETING

KERRVILLE, TEXAS
FEBRUARY 23, 2012

On February 23, 2012, the Kerrville City Council attended an informal social meeting sponsored by the Kerrville Fire Department at 5:30 p.m. at St. Peter's Episcopal Church, Tucker Hall, 320 St. Peter's Street, Kerrville, Texas.

CITY COUNCIL MEMBERS PRESENT:

David Wampler	Mayor
Carson Conklin	Councilmember
T. Scott Gross	Councilmember
Stacie Keeble	Councilmember

CITY COUNCIL MEMBERS ABSENT:

Gene Allen	Mayor Pro Tem
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CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Brenda G. Craig	City Secretary
Robert Ojeda	Fire Chief
Mary Reyes	Administrative Assistant to the City Manager

FIRE DEPARTMENT ANNUAL AWARDS AND RECOGNITIONS CEREMONY:

Awards and recognitions were presented to many members of the Kerrville Fire Department.

EMS Person of the Year: Jason Lackey.
Firefighter of the Year: Dwain Kutzer.

The ceremony ended at 7:05 p.m.

APPROVED: _____

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3B. Radio communications memorandum of understanding with Texas Alcohol and Beverage Commission and the Kerrville Police Department. (staff)

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

SUBJECT: Approve radio communications memorandum of understanding with Texas Alcohol and Beverage Commission

FOR AGENDA OF: April 10, 2012

DATE SUBMITTED: March 30, 2012

SUBMITTED BY: Chief John Young

CLEARANCES: Todd Parton, City Manager

EXHIBITS: MOU

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

This Memorandum of Understanding (MOU) establishes permissions and guidelines for the use of certain Kerrville Police Department radio frequencies by law enforcement agents of the Texas Alcohol and Beverage Commission (TABC). This MOU allows a limited number of enforcement agents for the TABC, specifically one (1) sergeant and two (2) agents, to utilize designated channels of the Kerrville Police Department's law enforcement frequencies and dispatch services for the purpose of providing voice communications in support of TABC's law enforcement operations. This agreement is subject to changes in FCC regulations and rulings as they may be applied to this agreement. This agreement applies to a limited number of mobile or portable voice radio communications units communicating between like units at certain radio frequencies used primarily for law enforcement and emergency purposes of both parties. The Kerrville Police Department will determine the number of specific units in each category, mobile and portable, that are permitted to be programed by TABC for use by their sergeant and two agents that are assigned to the Kerrville area.

RECOMMENDED ACTION

The Chief of Police recommends that City Council authorize the Mayor to sign the Memorandum of Understanding.

**Memorandum of Understanding (MOU)
Between the Texas Alcoholic Beverage Commission and the
Kerrville Police Department**

Parties:

This agreement is between Kerrville Police Department (KPD) and the Texas Alcoholic Beverage Commission (TABC) for the use of certain radio frequencies licensed by the City of Kerrville.

Purpose:

This Memorandum of Understanding (MOU) establishes permissions and guidelines for the use of certain Kerrville Police Department radio frequencies by Law Enforcement Agents of the TABC. A listing of these frequencies for use by TABC are as follows:

TRANSMIT FREQUENCY *

KPD 1: 158.7525 NAC293
KPD 2: 156.1575 NAC293
KPD MAD1: 158.9325 NAC 293
KPD MA: 158.9325 DPL356

RECEIVE FREQUENCY*

KPD 1: 155.4150 NAC293
KPD 2: 154.7325 NAC293
KPD MAD1: 154.1075 NAC 293
KPD MA: 154.1075 DPL356

*KPD 1, 2, and MAD1 are ADP encrypted and narrow banded. KPD MA is analog and not encrypted.

Authority:

Execution of this agreement by the Kerrville Police Department and the TABC is authorized by Texas Government Code Chapter 771 (Texas Interagency Cooperation Act) and Chapter 791 (Inter-local Cooperation Act).

This MOU satisfies Federal Communications Commission (FCC) Part 90 rules for extending license privileges to other by agreement.

Details:

This MOU allows a limited number of Enforcement Agents for the TABC, specifically one (1) Sergeant and two (2) Agents, to utilize designated channels of the Kerrville Police Department's Law Enforcement Frequencies and Dispatch services for the purpose of providing voice communications in support of TABC's law enforcement operations. This agreement is subject to changes in FCC regulations and rulings as they may be applied to this Agreement. This agreement applies to a limited number of mobile or portable voice radio communications units communicating between like units at certain radio frequencies used primarily for law enforcement and emergency purposes of both parties. The Kerrville Police Department will determine the number of specific units in each category, mobile and portable, that are permitted to be programed by TABC for use by their Sergeant and two Agents that are assigned to the Kerrville area.

During the term of this Agreement the Kerrville Police Department agrees to:

1. Allow the TABC access to the radio system 24 hours a day/7 days a week and to engage in radio communications per defined protocols of the radio system as established by the KPD communications manager.
2. Establish Priority Access to ensure all Public Safety Radio Units are given the same priority level, regardless of jurisdiction. The Kerrville Police Department's radio system manager will coordinate the issuance of user radio identifiers (ID) for the TABC and determine the number of mobile and portable radios permitted on the KPD system.
3. Assume all monitoring and management for the equipment and infrastructure associated with the radio system located at any facility owned or operated by Kerrville Police Department. All fees incurred for servicing infrastructure and/or equipment owned by the Kerrville Police Department are the sole responsibility of the Kerrville Police Department except as noted in this Agreement.
4. Investigate any reported failure of coverage in any part of the coverage area reported by the TABC, and take reasonable steps to resolve the issue. The Kerrville Police Department has no obligation to periodically check the radio system.
5. Notify TABC at least 60 days prior to any major system expansion or issue that may impact the radio system, including but not limited to, the following:
 - a. Adding an additional tower site.
 - b. Adding new system partners that may exceed the capacity of the radio system.
 - c. Any planned maintenance that may reduce or affect radio coverage
 - d. Any system change that would impact radio frequency coverage for the system;
6. Appoint or designate a single point of contact as a representative of the Kerrville Police Department as it relates to the radio system.

During the term of this Agreement TABC agrees to:

1. Provide to TABC employees, at its own expense, radio units with access to the radio system.
2. Appoint or designate a single point of contact as a representative of the TABC. The TABC will keep a record of all user ID's issued to TABC law enforcement personnel and to which vehicle location and/or person the radio is assigned. KPD will preapprove the assignment of users to the KPD system. A copy of the TABC user list with Name, Rank, Duty Station, cell phone number and Radio ID Number will be furnished to KPD.
3. Use the same encryption key for day to day law enforcement communications as established by the Kerrville Police Department and prohibit its use on communications equipment used by non-law enforcement personnel or non-TABC equipment. Encryption programming of TABC equipment on behalf of the KPD system will be accomplished by Advantage Communications of Kerrville, Texas.
4. Notify the Kerrville Police Department of loss or theft of any radio units within (24) hours after discover of loss/theft. TABC will be responsible for the rekeying of network access codes and encryption keys for the compromised fleet of radios if it was determined that TABC was negligent.
5. Notify the Kerrville Police Department of any security breach that may affect the radio system integrity including computer breach or any activity that may compromise the system code or encryption code(s). TABC will be responsible for the cost of reprogramming all radios compromised by this breach if it is determined that TABC was at fault for the compromise.

6. Update at its own expense any software or hardware needed to ensure TABC radio equipment compatibility to the radio system.
7. Be responsible for all costs associated with maintenance and operation of any and all TABC owned equipment and/or programming that is connected to or used on the radio system.
8. Prohibit use of radio equipment with KPD frequencies and encryption by an entity outside the authority of the TABC.

During the term of this Agreement both parties agree to:

1. Observe and abide by all applicable state and federal statutes, laws, rules and regulations, including but not limited to those of the FCC.
2. Notify the other party of any statutes, rules, or regulations change during the term of this Agreement requiring a modification of the Agreement.

Defense and Immunity:

Notwithstanding any expressed or implied statement elsewhere in this Memorandum, each party hereto fully retains all defenses, immunities, and affirmative defenses accorded to it now or in the future by state or federal constitution, statute, administrative regulation, equity, or common law.

Term:

This agreement can be cancelled by either party on 60 days written notice. The agreement shall renew annually on the anniversary of the execution date, until terminated by either party in writing.

Executed on the _____ day of _____, 20__.

City of Kerrville

Texas Alcoholic Beverage Commission

David Wampler, Mayor

Shelby Eskew 3/20/12

Shelby Eskew Date
Director, Business Services

APPROVED AS TO FORM:

Emily Helm 3/20/12

Emily Helm Date
General Counsel

Heather Stebbins

Heather Stebbins
Assistant City Attorney

Joel Moreno 3-21-12

Joel Moreno Date
Chief Field Operations

T:\Legal\Police\Contracts\MOU_KPD TABC_Radio_030112.docx

ATTEST:

Brenda G. Craig
City Secretary

Agenda Item:
(Staff)

3C. A resolution ratifying the appointment of an election judge for the municipal general election to be held May 12, 2012. (staff)

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

SUBJECT: Resolution Ratifying Appointment of Kathy Coleman, as Election Judge for the General Election to be held on May 12, 2012

FOR AGENDA OF: 4-10-2012

DATE SUBMITTED: March 27, 2012

SUBMITTED BY: Brenda Craig *BC*

CLEARANCES: Todd Parton
Mike Hayes

EXHIBITS: Resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *W*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

At the meeting of January 24, 2012, the city council approved Resolution No. 02-2012 ordering the general election and appointing election judges and alternate judge for the general election to be held May 12, 2012. Since that time, Eugenia Webb has asked to be replaced as the city's election judge. In order to meet the required notification and election training deadlines, I appointed Kathy Coleman to serve as election judge, and the attached resolution ratifies this appointment.

RECOMMENDED ACTION

Approval of the resolution ratifying the appointment of Kathy Coleman as election judge for the City of Kerrville General Election being held May 12, 2012.

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

**A RESOLUTION RATIFYING THE APPOINTMENT OF AN
ELECTION JUDGE FOR THE MUNICIPAL GENERAL
ELECTION TO BE HELD MAY 12, 2012**

WHEREAS, pursuant to Resolution No. 02-2012, City Council appointed election judges and an alternate election judge to oversee the conduct of the City's general election to be held on May 12, 2012; and

WHEREAS, the City Secretary has recently learned that an appointed election judge will be unavailable to serve on election day; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to ratify the appointment of a new election judge;

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

Kathy Coleman, who resides within Kerrville, Texas, is appointed as election judge for the City election to be held on May 12, 2012.

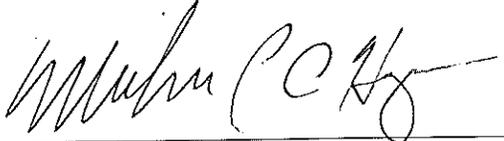
PASSED AND APPROVED ON this the __ day of _____, A.D., 2012.

David Wampler, Mayor

ATTTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3D. A resolution authorizing participation in Texas TERM, local government investment pool and designating authorized representatives. (staff)

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

SUBJECT: Resolution authorizing the participation in TexasTERM and designating authorized representatives

FOR AGENDA OF: April 10, 2012

DATE SUBMITTED: March 30, 2012

SUBMITTED BY: Mike Erwin 
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The City of Kerrville maintains funds in different two public funds investment pools, TexPool and TexStar. The attached resolution authorizes the City to also participate in TexasTERM, which provides the City with another option for the use of investment pools.

Currently Todd Parton, Mike Erwin, Kathy Schneider and Sai Vongchampa are authorized to conduct transactions. The request is for these four employees to remain as the Authorized Representatives for TexasTERM. For internal control purposes, all transactions must be handled by three to four different employees. Authorizing account access for these individuals provides a fail-safe in the case that the Director of Finance is unavailable, and ensures that the City always has access to its liquid reserves in TexPool.

RECOMMENDED ACTION

The Director of Finance recommends approval of the attached resolution authorizing the participation in TexasTERM and employees to serve as Authorized Representatives.

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

**A RESOLUTION AUTHORIZING PARTICIPATION IN TEXASTERM,
LOCAL GOVERNMENT INVESTMENT POOL AND DESIGNATING
AUTHORIZED REPRESENTATIVES**

WHEREAS, the City of Kerrville, Texas ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Texas Public Funds Investment Act ("Act"); and

WHEREAS, the TexasTERM Local Government Investment Pool ("TexasTERM"), a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Act; and

WHEREAS, the City Council for the City of Kerrville, Texas, finds it to be in the public interest to enter into a Participation Agreement for TexasTERM and to designate authorized representation;

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

SECTION ONE. The following individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are hereby authorized to transmit funds for investment in TexasTERM and are further authorized to withdraw funds from time to time, to issue letters of instruction, to be issued P.I.N. numbers, and to take all other actions deemed necessary or appropriate for the investment of Participant funds:

Jeffrey Todd Parton, City Manager

Direct Phone: (830) 258-1105

Signature

Mike Erwin, Director of Finance

Direct Phone: (830) 258-1120

Signature

Sai Vongchampa, Budget/Purchasing Manager

Direct Phone: (830) 258-1122

Signature

Katherine Schneider, Accounting Clerk/Payables

Direct Phone: (830) 258-1123

Signature

SECTION TWO. Mike Erwin, Director of Finance for the Participant, is designated as the representative for the Participant that will have primary responsibility for performing transactions and receiving confirmations and monthly statements from TexasTERM.

SECTION THREE. This Resolution and its authorization shall continue in full force and effect until amended or revoked by Participant and until TexasTERM receives a copy of any such amendment or revocation.

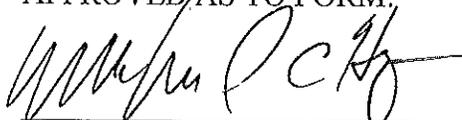
PASSED AND APPROVED this the ____ day of _____, A.D., 2012.

David Wampler, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

3E. Execute a professional services agreement with LNV, Inc. to provide design and construction administration services for the G Street wastewater interceptor in an amount not to exceed \$209,500.00. (staff)

A portion of the flow from the Jefferson lift station will also be redirected to the proposed Birkdale lift station via the interceptor. Ultimately, the proposed interceptor is anticipated to also convey a portion of the flows from the Broadway lift station via a force main that will tie in near the location of the existing G Street lift station. The additional anticipated costs for this project are due to the design and construction issues of existing topography (rock, deep ravines, etc.) which must be considered, and which determine the extra depth required for such a gravity line to function properly with adequate slope in the line. The proposed gravity sewer is expected to vary in depth from 1.5 feet of cover to over 29 feet of cover.

LNV, Inc. was selected as the design engineer for this project based upon their experience and qualifications with municipal wastewater systems. LNV has also served as the design consultant for the Safe Routes to School Project and the Phase 2 & 3 Wastewater Inflow and Infiltration Rehabilitation/Replacement Project. LNV's fee proposal for this project is summarized in the following table:

Engineering Service	Proposed Not to Exceed Fee
Basic Services	
Design and Survey	\$163,000.00
Bid Phase	5,000.00
*Environmental, Permitting, Archaeological	16,000.00
*Geotechnical Engineering	11,000.00
Construction Phase	14,500.00
TOTAL	\$209,500.00

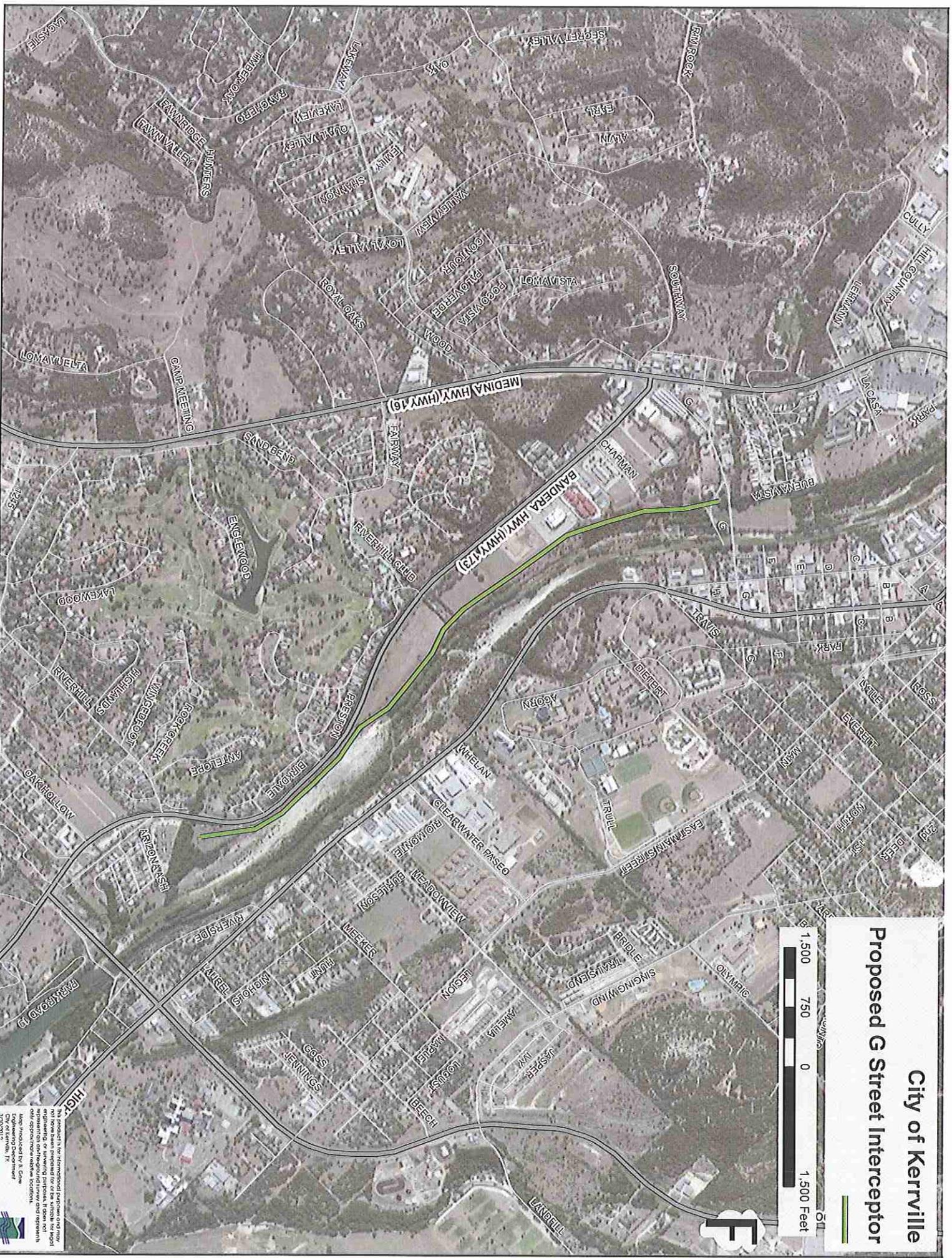
*Additional services for geotechnical engineering, environmental investigation, permitting and archeological assessments are provided on an as-needed basis only. The requirement for said assessments will be determined by such agencies as the Texas Historical Commission, for example, upon submittal and review of proposed project route and design.

A summary of the project anticipated cost and timeline is as follows:

Task	Cost	Timeline
Preliminary Engineering Study/Report	\$163,000.00	Completed March 2012
Design	209,500.00	4 months
	Budget	
Construction Phase	2,052,900.00	8 months

RECOMMENDED ACTION

The Director of Engineering recommends the City Council authorize the City Manager to execute a Professional Services Agreement with LNV, Inc. to provide professional engineering design services for Design of the G Street Wastewater Interceptor in an amount not to exceed \$209,500.00.



City of Kerrville

Proposed G Street Interceptor



This product is for informational purposes only and may not have been prepared for the specific project represented on this map. It is not intended to be used for any other purpose without the express written consent of the City of Kerrville, Texas.

Map prepared by: F. Crow
City of Kerrville, Texas
2/20/2012

Professional Services Agreement

Between

LNV, Inc. and City of Kerrville

THIS AGREEMENT is made as of this _____ day of _____, 2012, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 800 Junction Highway, Kerrville, Texas, 78028-5069, hereinafter referred to as "CLIENT", and LNV, INC. with its offices located at 1101 S. Capital of Texas Hwy., Suite C-220, Austin, Texas 78746, 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 1101 S. Capital of Texas Hwy., Suite C-220, Austin, Texas 78746, 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 _____, 2012.

CITY OF KERRVILLE

LNV, INC.

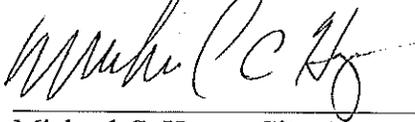
BY: _____
Jeffrey Todd Parton,
City Manager

BY: _____
Derek E. Naiser, P.E.
Vice President

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



engineers | architects | contractors

EXHIBIT "A"

SOLUTIONS TODAY WITH
A VISION FOR TOMORROW

November 9, 2011

Dieter Werner, P.E.
Director of Engineering
City of Kerrville
800 Junction Hwy.
Kerrville, TX 78028

RE: G Street Interceptor Project
Engineering Services Fee Proposal
Design Phase through Construction Phase

Dear Mr. Werner,

Please find enclosed LNV Inc.'s fee proposal for Design, Bid, and Construction Phase Services for the above-referenced project.

Project Understanding

This project will involve development of plans, specifications, and contract documents for a new gravity sanitary sewer main as outlined in the draft Preliminary Engineering Report submitted by LNV on September 30, 2011. This new main will be designed (slope and diameter) to accept the ultimate maximum flow of 5,100 gpm per the City's Master Plan and the memorandum prepared by Freese and Nichols dated June 6, 2011. This new main will start at the existing G Street Lift Station, generally follow along the Guadalupe River and terminate at the proposed Birkdale Lift Station (approximately 8,000 linear feet) on the East Side of Bandera Highway.

Project Approach

The following describes the project tasks and deliverables:

Task 130 - Design Phase – Under this task, LNV will develop and submit sets of 60%, 90% and final 100% plans and construction contract documents to the City. The contract documents will include a cover sheet, table of contents, bid proposal, special conditions (including any necessary contractor qualification requirements and special specifications. The final contract documents will include the City of Kerrville Standard Specifications and Details. The plans will consist of a cover sheet, general notes, sanitary sewer main plan and profile drawings, special details, temporary erosion and sediment control layout sheets and details. Traffic control plans and pavement replacement sheets are not anticipated at this time and have therefore not been included in the scope and fee of this project. Final engineering drawings and specifications will also be forwarded to TCEQ to secure their approval for this project if necessary.

LNV and Hewitt Engineering (HE) will perform the following subtasks as part of Tasks 130:

- Project meetings and coordination with City;
- Project Site Visits to gather data and determine existing site conditions;
- Collection and review of pertinent design documents and data (design memos, as-built drawings, proposed lift station plans, City's Master Plan);
- Utility coordination (Obtain and review utility block maps, correspond with utility companies concerning potential conflicts, utility coordination meeting, One Call notification);
- Attend and provide support to City Staff for one public meeting concerning the project.
- Obtain right-of-entry from property owners for design survey and field investigations;
- Determine the tree impacts from the proposed alignment easement.
- Preparation of plans and specifications for the project. LNV will submit five (5) copies of 60% and 90% plans for review. After 90% review, one set of final signed and sealed plans (full size) and specifications will be submitted for City approval. After the City's approval of the plans and specifications, bid sets will be prepared and submitted as outlined in Task 140 below.
- Identify alternatives for pipe materials and construction methods;
- Coordination with TxDOT for locations in or near TxDOT ROW and assist City with obtaining any TxDOT permits needed for the project;
- Development of a Construction Cost Estimate for each submittal (60%, 90%, and Final);
- Development of a Construction Timeline.

Task 210 – Survey for Design

Under this task, LNV will perform additional topographic survey of the proposed alignment in order to develop a detailed profile for the proposed sewer main. The topographic survey will be limited to the proposed easement limits. Trees 8-inch in diameter and greater will also be located within the easement.

Task 140 – Bid Phase Services

Bid phase services will include review and addressing any comments from the City of Kerrville Contracting Department, furnishing final bid plans and contract documents, attending the pre-bid meeting, preparing pre-bid meeting minutes and developing responses to contractor's questions. Final bid plans and contract documents will consist of three (3) full size plan sets, five (5) half size plan sets, and five (5) sets of contract documents. LNV will also prepare any addenda that are necessary, attend the bid opening, review the bids and contractor qualifications, check contractor's references and provide a recommendation of award letter.

Task 140 – Construction Phase Services

During the construction phase of this project, LNV will prepare conformed drawings and specifications, attend the preconstruction meeting, review contractor submittals and shop drawings, and evaluate and respond to RFI's and change orders as needed. LNV will also attend construction progress meetings, perform construction observation site visits (every two weeks) and review the contractor's pay estimates. Once the project is completed, LNV will prepare and

Dieter Werner, P.E.
G Street Interceptor Project
Engineering Services Fee Proposal – Design through Construction
November 9, 2011

submit Record Drawings based on the Contractor's submitted markups. Record drawings will be submitted in AutoCAD and PDF format on a CD/DVD, and one set will be provided on mylar.

Task 225 – Geotechnical Investigations

Under this task, LNV's sub-consultant will perform a subsurface geotechnical investigation. This will include up to ten boring locations, each to a depth of 5 vertical feet below the proposed sewer main. Total footage of all borings combined will not exceed 240 vertical feet. A geotechnical engineering report will also be prepared. The geotechnical engineering report will be included with the 60%, if available. Please note that task and fees for obtaining Right of Entry to private properties for geotechnical borings has not been included in the fee proposal. It is assumed that Kerrville staff will facilitate the ROE for geotechnical engineering.

Task 900 – Environmental, Permitting and Archeological

It is anticipated that a Section 404 permit from the U.S. Army Corps of Engineers may be required prior to commencement of construction for possible wetlands identified during the preliminary assessment this project. Based upon the proposed scope of this project, we anticipate that this project will qualify for a Nationwide Permit. LNV, Inc. and or its sub-consultant will delineate the extent of the wetlands in the project area to determine the need for a permit. If it is determined that a permit is required, LNV, Inc. and or its sub-consultant will prepare the Nationwide Permit Application to include, as applicable, the purpose and need of the proposed project, a description of the proposed project, a description of the subject area, a jurisdictional waters of the United States impacts analysis, a description of the presence/absence of endangered and/or threatened species. Although not anticipated, compensatory mitigation would be required for wetland losses that exceeded 1/10 acre. The scope of this proposal is limited to a Nationwide Permit. If it is determined that this project does not qualify for a Nationwide Permit, the City of Kerrville will be immediately notified.

LNV, Inc. will also coordinate with the Texas Historical Commission (THC) for this project. Due to the multiple known archaeological sites recorded along the river, it is likely that a site investigation will be required prior to commencement of development. If required, the investigation will be completed by a qualified archeologist. Investigation will include background searches for information about previously recorded sites or other cultural resources within or near the project area. Pedestrian examination of the surface of the area of potential affects and/or level-subsurface testing of selected portions of the project area will be performed as required by the THC.

Please note that fees for these tasks will only be assessed if these services are needed and are performed.

Project Scope Exclusions

Please note that the scope and fee noted within this proposal **does not include** the following at this time:

- Existing or future service area and flow determinations;
- Drainage or floodplain study or modeling for minor grade changes due to stream bank protection;
- Subsurface Utility Engineering (SUE) locates;
- Plans and Specifications for Decommissioning of the existing G Street Lift Station;
- Design of any odor control equipment or product specifications;
- Right of entry for Geotechnical Engineering.
- Archeological excavations if cultural resources are found during design or construction.
- Structural engineering services.

Fee Proposal

Our fee proposal for the City of Kerrville G Street Interceptor Project based on the above scope of work is **\$ 209,500.00**. It is anticipated that the Basic Services can be completed in 120 calendar days. Following is a breakdown of the fee proposal:

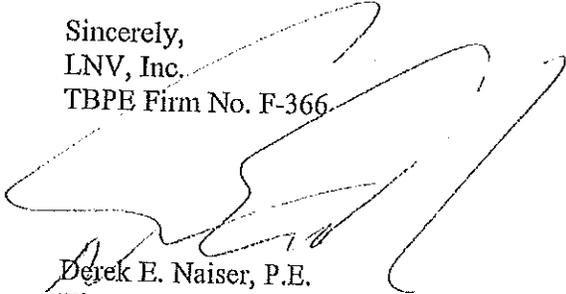
<u>BASIC SERVICES</u>	<u>FEE</u>
Design Phase	\$ 147,500.00
Survey for Design	15,500.00
Bid Phase	5,000.00
<u>Construction Phase</u>	<u>14,500.00</u>
Total Basic Services	\$ 182,500.00
 <u>ADDITIONAL SERVICES</u>	
Geotechnical Engineering	\$ 11,000.00
<u>Environmental, Permitting, Archeological</u>	<u>16,000.00</u>
Total Additional Services Not to Exceed Amount	\$ 27,000.00
 TOTAL FEE PROPOSAL AMOUNT	 \$ 209,500.00

Basic services amounts are lump sum fees that will be invoiced based on percent complete. Additional services amounts are not to exceed amounts. Final scope and fee for additional services will be identified during the design phase. LNV will provide written request for authorization of scope and fee prior to starting work on additional services.

Dieter Werner, P.E.
G Street Interceptor Project
Engineering Services Fee Proposal – Design through Construction
November 9, 2011

If you have any questions or concerns, please feel free to contact me at 210-822-2232. We look forward to working with you on this project.

Sincerely,
LNV, Inc.
TBPE Firm No. F-366

A large, stylized handwritten signature in black ink, appearing to read 'Derek E. Naiser', is written over the typed name and title.

Derek E. Naiser, P.E.
Vice President

Agenda Item:

- 3F. Execute a professional services agreement with Pape-Dawson Engineers, Inc. to provide design services for the Riverhill/Ridgewood storage tank transmission line in an amount not to exceed \$129,450.00. (staff)

Stadium Pressure Plane, will increase the current flow capacities to the Riverhill elevated tank and improve system operating pressures within the entire Stadium Pressure Plane, and enhance the system's ability to maintain desired water levels in all of the existing water storage tanks. Construction of the proposed water transmission main will entail installation of approximately 20,000 linear feet of transmission main from the existing water treatment plant on Thompson Drive, following a route along Thompson Drive, through Louise Hays Park along the south side of the Guadalupe River, and ultimately crossing State Highway 173 to the south at the approximate location of the existing theater. The water main will then be routed to the existing Ridgewood/Riverhill elevated storage tank where it will tie in to existing infrastructure.

Pape-Dawson Engineers, Inc. (P-D) was selected as the design engineer for this project based upon their experience and qualifications with municipal water systems and their familiarity with the city's water infrastructure. P-D's proposal is summarized in the following table:

Engineering Service	Proposed Not to Exceed Fee
Design Phase	\$85,000.00
Bid Phase	10,000.00
Permitting	5,000.00
Construction Phase	28,000.00
Direct Expenses	1,450.00
Total	\$129,450.00

A summary of the project anticipated cost and timeline is as follows:

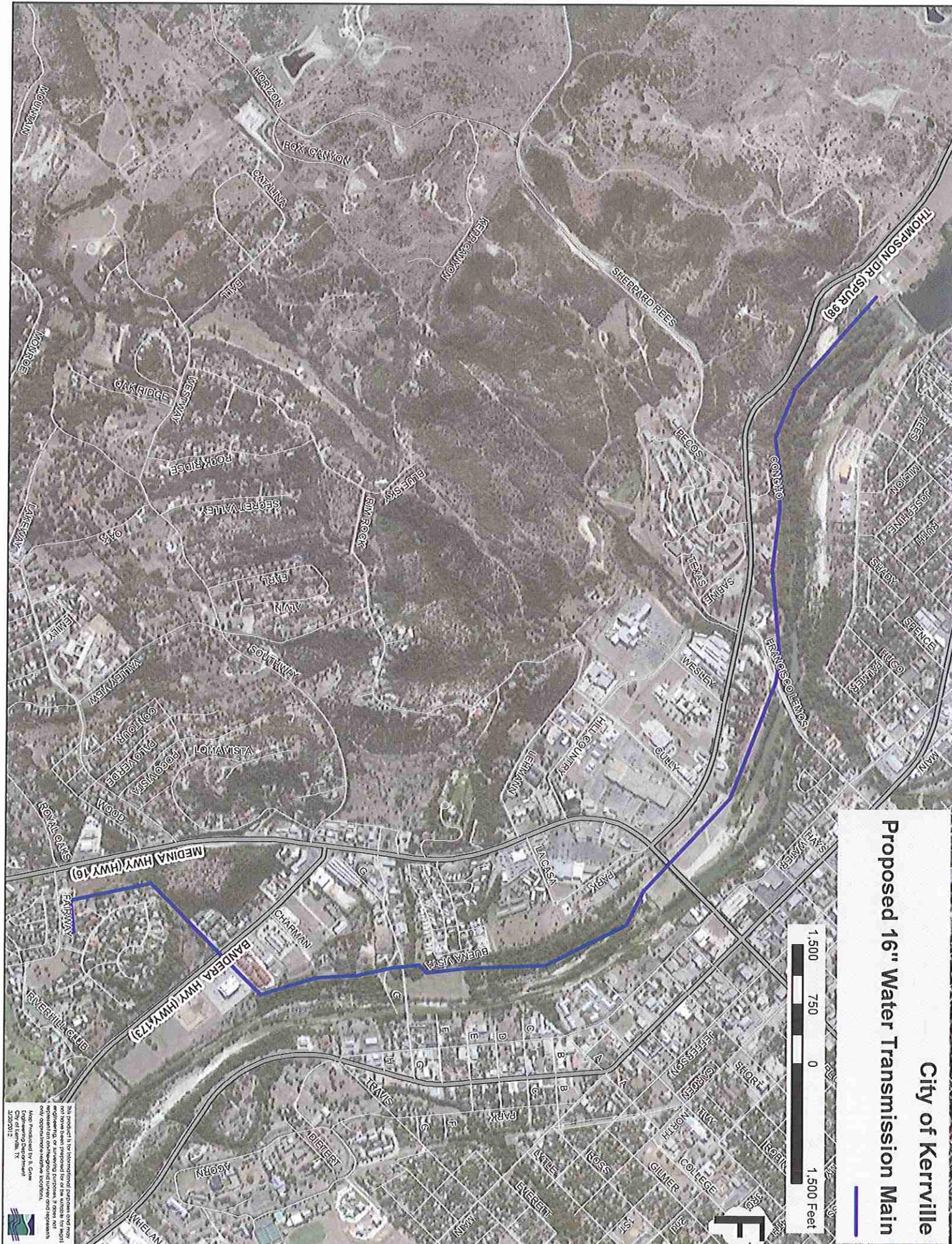
Task	Cost	Timeline
Preliminary Engineering Study/Report	\$99,000.00	Completed March 2012
Design	129,450.00	2 months
	Budget	
Construction Phase	3,000,000.00	7 months

RECOMMENDED ACTION

The Director of Engineering recommends the City Council authorize the City Manager to execute a Professional Services Agreement with Pape-Dawson Engineers, Inc. to provide professional engineering design services for Design of the Riverhill/Ridgewood Storage Tank Transmission Line in an amount not to exceed \$129,450.00.

City of Kerrville

Proposed 16" Water Transmission Main



This product is for informational purposes only and may not have been prepared for or be suitable for local use. It is not intended to be used as a substitute for professional engineering or other licensed services. Only approved materials and methods should be used. Map produced by: A. Gray
City of Kerrville
2/20/2012

Professional Engineering Services Agreement

Between

Pape-Dawson Engineers and City of Kerrville

THIS AGREEMENT is made as of this _____ day of _____, 2012, between the CITY OF KERRVILLE, a Texas home rule municipality with principal offices at 800 Junction Highway, Kerrville, Texas, 78028-5069, hereinafter referred to as "CLIENT", and Pape-Dawson Engineers with its offices located at 555 East Ramsey, San Antonio, Texas 78216, 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 555 East Ramsey, San Antonio, Texas 78216, 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 non-renewal by endorsement of any insurance referenced therein and shall indicate that all required coverage and endorsements are in effect.

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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.

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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.

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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.

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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.

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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.

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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).

ENGINEER shall not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

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 _____, 2012.

CITY OF KERRVILLE

PAPE-DAWSON ENGINEERS

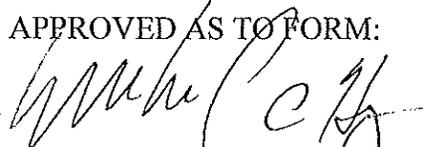
BY: _____
Jeffrey Todd Parton,
City Manager

BY: _____
Paul A. Bizier, P.E., BCEE
Vice President, Water and Wastewater

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

October 21, 2011
(REVISED March 12, 2012)

Mr. Dieter Werner, P.E.
Director of Engineering
City of Kerrville
800 Junction Highway
Kerrville, Texas 78028-5069

Re: Scope for Final Design and Construction Services – 16" Water Main (Revised)

Dear Mr. Werner:

Pape-Dawson is pleased to submit this scope for final design and construction services for the proposed 16" water main. This final design will be based on the survey and preliminary engineering designs previously prepared. The water main is intended to connect the City's water plant and the River Hills Elevated Storage Tank. The proposed project includes final design, based on the approved 30% preliminary drawings, permitting, bid phase, and construction services.

For purposes of this scope, the following assumptions have been made:

- The City of Kerrville shall be responsible for preparing temporary and permanent easement dedication legal documents, obtaining necessary signatures from owners, and filing the documents for recordation.
- The City of Kerrville shall be responsible to locate, expose, and/or mark existing utilities owned by the City along the proposed pipeline route.
- The City of Kerrville shall be responsible to locate and expose discharge piping at the water plant.
- Design shall be in accordance with current (June 2011) City of Kerrville and TCEQ Standards.
- All necessary information will be provided by the City of Kerrville in a timely fashion.

Based on these assumptions, the following scope of work will be provided:

- I. 16" WATER MAIN DESIGN \$85,000**
- Based on the approved 30% drawings, the Consultant will prepare a final design for the proposed water main. Consultant will prepare plan sheets for the pipeline route, from the water plant to the River Hills elevated storage

tank. The drawings will include profiles, based on the survey data obtained by MDS, and details based on City of Kerrville standards.

- Consultant will prepare technical specifications, based on City of Kerrville standards, for the proposed water main construction.
- Consultant will prepare bid documents for the proposed water main construction. The construction contract documents will be based on Engineers' Joint Contract Document Council (EJCDC) Standard General Conditions, or on General Conditions provided by the City.
- Consultant will submit drawings and specifications at the 90% level of completion for review by City staff.
- Consultant will attend one meeting with City staff to walk the final alignment, review the 90% drawings, and discuss any required revisions.
- Consultant will prepare a preliminary opinion of probable construction cost (OPCC) based on the 90% drawings.
- Consultant will prepare a preliminary schedule for design, permitting and construction of the proposed improvements. This schedule will be in the form of a bar chart, based on available information and the preliminary design.
- Consultant will revise the 90% drawings as appropriate based on City comments.
- Consultant will submit final drawings to the City. Three (3) full-sized sets of plans, five (5) half-sized sets of plans, five (5) sets of specifications, and the Engineer's Opinion of Probable Construction Cost (sealed by a Texas Licensed Professional Engineer) will be provided in the final design submittal.

II. PERMITTING **\$5,000**

- Provide documentation and schematics necessary to support applications to TCEQ for municipal water main construction.
- Provide permit application for Texas Department of Transportation (TxDOT) right-of-way use permit for submittal by the City.

III. BIDDING AND AWARD SERVICES **\$10,000**

- Prepare bid documents for public advertisement and bidding by City. The project shall be bid as one contract.
- Prepare draft Advertisement for Bid for use by City in public advertisement of project to comply with City requirements.
- Assist City staff in preparing for and conducting Pre-Bid Conference for project.
- Attend Pre-Bid Conference for project.
- Prepare meeting minutes and distribute, as Addenda, to bidders.

- Attend public bid opening, evaluate bid proposals, and provide written recommendation to City.

IV. CONSTRUCTION PHASE SERVICES

\$28,000

- Prepare agenda for and attend Pre-Construction Conference for project. Provide written summaries and directives as appropriate.
- Assist City staff in review of project requirements and schedules.
- Review contractor submittals; provide comments as appropriate.
- Make one (1) site visit every two (2) weeks to the construction site during construction to observe the progress of the work, prepare written summaries of each trip, and provide written comments to contractor as appropriate.
- Attend substantial completion walk-through, and prepare punch-list for Contractor.
- Assist City in final walk-through of completed work.
- Prepare opinion of construction completion letter.
- Prepare record drawings of completed improvements, based on information provided by Contractor. Final submittal shall include one (1) mylar reproducible of the record drawings, two (2) blackline hardcopy sets, and one electronic copy of the record drawings on CD-Rom in .pdf format.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Agency review fees or impact fees are not included herein.*
- *Revision of drawings previously approved by City is not included.*
- *Development of additional local, state or federal permits, or applications for these permits other than shown in Item II, are not included within our proposed scope of services.*
- *Geotechnical engineering, subsurface investigations and reports shall be by Others*
- *Construction staking shall be performed by Others.*
- *Does not include archeological, historical, and environmental investigations*
- *Design assumes that the relocation of existing underground utilities, if any, is to be completed by others.*
- *Construction materials testing to be provided by Others.*
- *This scope does not include preparation of a floodplain study or floodplain development permit.*
- *Based upon our experiences with the TxDOT utility permitting process, the City of Kerrville will be required to submit the permit application and plans (and exhibits) prepared by Pape-Dawson. It will be necessary for the City to acquire or setup an account with TxDOT in order to provide the submittal.*
- *The City will provide a project inspector to perform periodic site visits, observations, attend meetings, verify pay quantities submitted to the contractor, attend walk-throughs (substantial completion and final), hydrostatic testing.*

- *Collection of water samples for biological testing and reporting shall be performed by the City.*
- *Biological testing shall be performed by others.*
- *Fee for substantial completion and final completion walk throughs during the construction phase does not include for time for procedures such as the opening/closing of all valves nor flow testing of fire hydrants.*
- *City shall provide their standard details and specifications applicable to this project in electronic form (preferably in Auto format).*
- *Fee does not include any staking for construction clearing.*

V. SUMMARY

I.	16" Water Main Design	\$85,000
II.	Permitting	\$5,000
III.	Bidding and Award	\$10,000
IV.	Construction Phase	\$28,000

Tasks Subtotal: \$128,000

Direct Expenses \$1,450

Estimated Total Budget: \$129,450

VI. COMPENSATION

Basis of Compensation

Pape-Dawson's compensation for the above services will be on a fixed fee basis for personnel services. The project fee will be \$128,000 for these services based on Pape-Dawson's current understanding of the services identified above. This budget figure does not include any Direct Expenses (defined below) nor applicable sales tax on services.

Direct Expenses shall include reproduction, travel, long distance telephone calls, express mail, special deliveries and subcontractor expenses directly related to these services. Direct Expenses shall include a 10% markup on cost. Direct expenses will be billed separately, and will not exceed \$1,450 without prior written authorization by the Client. This budget figure will not be exceeded without written modification of this Agreement.

Agreement

Upon Client's signing of this Proposal, this Proposal and the attached Terms and Conditions become the Agreement between the Client and Pape-Dawson. The services outlined above, through completion of the preliminary plans, will be completed within 75 days of receipt of written authorization and receipt of all rights-of-entry.

We appreciate the opportunity to work with you on this project. Please find attached duplicate originals of our Professional Services Agreement. If this proposal and agreement meets with your approval, please acknowledge such by signing this proposal letter and the attached duplicate originals of the Professional Services Agreement and returning one original of each to our office for our records. Receipt of the executed documents will serve as your authorization for us to proceed with the work.

Sincerely,
Pape-Dawson Engineers, Inc.
Texas Board of Professional Engineers, Firm Registration # 470



Paul A. Bizier, P.E., BCEE
Vice President, Water and Wastewater

City of Kerrville

Signature: _____
Name: _____
Title: _____
Date: _____

Attachment

MARKETING\PROPOSALS\LETTERS\111021a1-R1.doc (12-02252)

PAPE-DAWSON ENGINEERS, INC.
PROFESSIONAL SERVICES AGREEMENT
RE: FINAL DESIGN AND CONSTRUCTION SERVICES - 16" WATER MAIN
PART I - TERMS AND CONDITIONS

WHEREAS: This Professional Services Agreement is made and entered into between CITY OF KERRVILLE, hereinafter referred to as "Client" and PAPE-DAWSON ENGINEERS, INC., a Texas corporation, 555 East Ramsey, San Antonio, Texas, 78216-4640, hereinafter referred to as "Engineer". This Agreement consists of two parts, Part I - Terms and Conditions, Part II - Work Order/Proposal - Scope of Services and Compensation.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services in conformance with the descriptions, definitions, terms and conditions as set forth herein and on Work Order(s) and/or Proposal, and Amendment(s), subsequently attached hereto.

ARTICLE 2: WORK ORDERS AND PROPOSALS

2.1 Properly executed individual and consecutively numbered Work Order(s) and/or Proposal shall be attached and are hereby made a part of this Agreement.

2.2 The Work Order(s) and/or Proposal shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Work Order(s) and/or Proposal.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Amendment, make changes within the general scope of individual Work Order(s) or Proposal relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Work Order/Proposal amendment is signed by the Client.

3.3 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 for in this Agreement and subsequent Work Orders/Proposal shall be reflected in an appropriate Work Order/Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the attached Work Order and/or Proposal, which together with these Terms and Conditions constitutes the Agreement, and continuing until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** 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 to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, 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, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

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 constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless for damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon

Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. 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).

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in individual Work Orders or as identified in Proposal.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in Work Order(s) and/or Proposal, and Amendments subsequently attached hereto. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of the Work Order and/or Proposal, and Work Order Amendment for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 555 East Ramsey, San Antonio, Texas 78216, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' 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.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **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, the Engineer shall discontinue work under this Agreement and/or Work Order immediately. In the event Client terminates the Agreement and/or Work Order based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement and/or Work Order(s).

7.2 **Compensation in Event of 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 the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or

payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in Bexar County, Texas.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration

Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

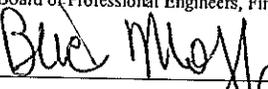
10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.11 Complaints regarding surveying may be filed with the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, TX 78753.

10.12 **Invalidation.** If the attached Proposal is not executed by Client within thirty (30) days of the date signed by Engineer, it shall become invalid.

Engineer: **PAPE-DAWSON ENGINEERS, INC.**
Texas Board of Professional Engineers, Firm Registration # 470

Client: **CITY OF KERRVILLE**

By: 

By: _____

Name: Bruce Moczygemba, P.E.

Name: _____

Title: Sr. Vice President Date: 10/21/11 (REV. 03/12/12)

Title: _____ Date: _____

Agenda Item:

4A. Interlocal service agreement between Kerr Emergency 9-1-1 Network and the City of Kerrville regarding addressing property within the city. (staff)

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

SUBJECT: Consideration for direction to city staff of an interlocal service agreement between the City of Kerrville and the Kerr Emergency 9-1-1 Network for addressing.

FOR AGENDA OF: April 10, 2012 **DATE SUBMITTED:** April 4, 2012

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

EXHIBITS: Kerr 9-1-1 Notice of Termination – Dated March 5, 2012
Draft Interlocal Agreement for Addressing

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

In a letter from the Kerr Emergency 9-1-1 Network (Kerr 9-1-1) dated March 5, 2012, the City of Kerrville was provided notice that the network was terminating the existing Interlocal agreement which went into effect on July 30, 2008. April 4, 2012, was the termination date of this agreement.

Kerr 9-1-1 terminated the agreement due to its concerns about the process for assigning and changing addresses.

City and Kerr 9-1-1 staff have met to discuss how to craft a new Interlocal agreement that addressed the stated concerns. A draft agreement has been created and attached to this report. It has been reviewed by both staffs with their comments being incorporated. At the City Council's direction, staff will finalize the agreement for final consideration by the City Council at its meeting of April 24, 2012.

This draft Interlocal agreement assigns the responsibility for establishing and changing addresses to Kerr 9-1-1. There are provisions for the creation of addressing plans for new developments as well as provisions for changing street names and street numbers. The City of Kerrville assumes an enforcement role to ensure that official addresses as established by Kerr 9-1-1 are implemented.

City staff is requesting direction from the City Council on whether to finalize the draft

agreement. With the direction to finalize, city staff will work with Kerr 9-1-1 staff to finalize the draft and present it for final action to both bodies this April.

RECOMMENDED ACTION

It is recommended that the City Council direct staff to finalize the attached interlocal agreement and present it for consideration and adoption by both bodies.

RECEIVED MAR - 9 2012



Todd Parton
City Manager
800 Junction Highway
Kerrville, TX 78028

5 March 2012

Todd,

The Kerr Emergency 911 Network Board of Managers met with the staff of Kerr 911 for their 1st Quarter 2012 meeting on 1 March 2012. The Interlocal Service Agreement for addressing between Kerr 911 and the City of Kerrville was on the agenda for review. After a discussion concerning problems with the agreement the board voted unanimously to terminate the Interlocal in accordance with section three, paragraph (e): "This agreement may be terminated by either party upon thirty (30) days written notice to the other party."

Kerr 911 will continue fulfilling its obligations under the current agreement until 4 April 2012 at which time the City of Kerrville will have complete responsibility for address verification and assignment within their jurisdiction.

Kerr 911 requests that all Kerrville address and/or road name assignments/changes be provided to Kerr 911 within 72 hours of the assignment/change. This information is essential to 911 system operation and the "Public Safety" of the citizens of Kerrville. Failure to disclose these assignments/changes to Kerr 911 within 72 hours may cause a delay in emergency services.

Sincerely,

William E. Amerine
William E. Amerine
Executive Director
Kerr Emergency 911 Network
819 Water Street, Suite 270
Kerrville, Texas 78028

CC: City of Kerrville
Director of Development Service
800 Junction Highway
Kerrville, Texas 78028

City of Kerrville
Mike Hayes, City Attorney
800 Junction Highway
Kerrville, Texas 78028

City of Kerrville
David Wampler, Mayor
800 Junction Highway
Kerrville, Texas 78028

STATE OF TEXAS)(

CITY OF KERRVILLE)(

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2012, by and between **City of Kerrville**, a political subdivision of the State of Texas, hereinafter referred to as the "City", and **Kerr Emergency 9-1-1 Network**, an emergency communication district organized under the laws of the State of Texas, hereinafter referred to as "Kerr 9-1-1."

WHEREAS, City is a duly organized political subdivision of the State of Texas engaged in the administration of city government and related services for the benefit of the citizens of Kerrville; and

WHEREAS, Kerr 9-1-1 is a duly organized emergency communication district in Kerr County, Texas, created pursuant to Texas Health and Safety Code Chapter 772, Subchapter D, et seq., and engaged in the improvement and development of emergency communication procedures and facilities and other related services for the benefit of the citizens of Kerr County; and

WHEREAS, City has previously instituted and currently maintains an urban style addressing scheme which facilitates a quick response to any person or business calling the telephone number 9-1-1 seeking police, fire, medical, rescue and/or other emergency services; and

WHEREAS, City and Kerr 9-1-1 recognize the need to maintain the addressing system and to modify current addresses as public safety dictates or add new addresses as development occurs; and

WHEREAS, City and Kerr 9-1-1 mutually desire to be subject to provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree and understand as follows:

Section One. City agrees to:

- a. retain Kerr 9-1-1 as its physical addressing agent;
- b. allow Kerr 9-1-1 to execute all physical addressing tasks;
- c. maintain the "source" records for all approved road names within the City;
- d. shall coordinate survey (individual) and subdivision plats and road name requests with Kerr 9-1-1 as specified in **Attachment A**;

- e. through its City Council, act as the authority and agent for final approval of road name changes as specified in **Attachment B**; and
- f. ensure compliance with addressing and road name assignments established pursuant to this agreement via enforcement of city codes, ordinances and regulations.

Section Two. Kerr 9-1-1 agrees to:

- a. assume the responsibility for and to provide the services necessary to maintain the physical addressing of the City such that it will have review and approval authority over physical addressing and street naming associated with survey (individual) and subdivision plats as further specified in **Attachment B**;
- b. enter future property address access points in the Kerr 9-1-1 working-address file as required;
- c. review, approve and coordinate future new road/street names and add them to the "Center Line Road" Kerr 9-1-1 working-address file;
- d. submit for City coordination and approval all address and road name changes to currently addressed properties and streets. These changes will be identified and recommended based on public safety issues that exist, as specified in **Attachment B**;
- e. notify the United States Postal Service of all newly added addresses;
- f. maintain the Master Street Address Guide (MSAG);
- g. maintain the "Center Line Road" G.I.S. file, which will be considered the "source" cartographic record for all named roads/streets within the City;
- h. maintain the 9-1-1 working address file, which will be considered the "source" record for all 9-1-1 addresses in the City. This is not the PSAP Emergency ANI/ALI file which is covered under state law;
- i. respond to inquiries regarding City addressing from the public; and
- j. participate in meetings, as requested, with the City in order to facilitate the flow of information between the parties.

Section Three. The parties make the following acknowledgments:

- a. Kerr 9-1-1 stipulates and concurs that City has original and final authority on physical addressing issues within its jurisdiction.

- b. City and Kerr 9-1-1 agree that the services specified within this Agreement shall be accomplished without any compensation paid by City to Kerr 9-1-1.
- c. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portion shall remain valid and in full force and effect to the extent possible.
- d. The covenants, conditions, and terms hereof are to be construed under the laws of the State of Texas and are performable by all parties in Kerrville, Texas.
- e. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The City may, without cause, order Kerr 9-1-1 in writing to suspend, delay, or interrupt any or all of the services specified by this Agreement, in whole or in part for such period of time as the City may determine.
- f. If, by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as used here shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement by any Force Majeure shall be remedied with all reasonable dispatch and shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- g. No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- h. This Agreement may be modified only by writing, signed by both of the parties or their duly authorized agents.
- i. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their

agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in the course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

- j. The parties mutually agree that venue for any litigation arising from this Agreement shall lie in Kerrville, Kerr County, Texas.
- k. The undersigned officers and agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the respective parties and each party certifies to the other that any and all necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- l. Any notices required to be given by any party to this agreement shall be mailed or faxed to the other party at the following addresses:

City of Kerrville
Building Official
800 Junction Highway
Kerrville, Texas 78028
(830) 257-8000

with a copy to:
City Manager
800 Junction Highway
Kerrville, Texas 78028
(830) 257-8000

Kerr Emergency 9-1-1 Network
Executive Director
819 Water Street, STE 270
Kerrville Texas 78028
FAX (830) 792-5923

A party may change the address to which notices under this agreement are to be given in written notification of the address change to the other party.

EXECUTED at Kerrville, Kerr County, Texas, on the day and year first written above.

CITY

Kerr 9-1-1

BY: _____
David Wampler
Mayor

BY: _____
William E. Amerine
Executive Director

ACTING ON BEHALF AND BY THE
AUTHORITY OF THE KERRVILLE
CITY COUNCIL

ACTING ON BEHALF AND BY THE
AUTHORITY OF THE BOARD OF
MANAGERS OF KERR EMERGENCY 9-
1-1 NETWORK

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

T:\Legal\Development Services (Planning)\Contract\911-COK addressing agmt_031412 DRAFT redlined.doc

Attachment A
Road Name and Addressing Procedures

I. Road Name Characteristics

- A. In most instances, road names shall not exceed 48 characters, including spaces between the elements.
- B. The elements of a road name, in proper logical order, are:
 - 1. The *street prefix directional indicator* (e.g., N, SW, etc.) is a National Emergency Number Association (“NENA”) standard convention but is not recommended. If utilized it will not exceed two characters, including spaces.
 - 2. The *primary street name*, an essential element, is the parent name of the road and shall not exceed the NENA recommended maximum length of forty characters, including spaces.
 - 3. The *suffix*, an essential element, which indicates the road type (e.g., STREET, DRIVE, AVENUE, etc.), may not exceed four characters when abbreviated per United States Postal Service (“USPS”) and NENA standards.
 - 4. A *directional indicator*, indicating the geo-region in which a road lies, is limited to a two-character maximum and shall be one of the eight NENA approved abbreviated directional indicators (i.e., N, E, W, S, NW, SW, NE, and SE). Directional indicators are optional. They are being replaced by Emergency Service Numbers (“ESN”) which provide uniqueness when duplicates within the City exist.

II. Naming Conventions

- A. Each road shall have only one official name.
- B. The official names of roads shall be those finally approved by Kerr 9-1-1.
- C. A road name should be appropriate with a short primary street name so that it is easy to read and remember in an emergency, and may promote tradition, history, geography, and character.
- D. Frivolous or complicated words or unconventional spellings should not be used for primary street names.
- E. A road should be essentially continuous, without gaps.

- F. Where practicable, each continual road shall have the same primary street name and suffix throughout its entire length, regardless of the boundaries of local political subdivisions.
- G. A proposed or new road that is obviously an extension of an existing named road shall bear the assigned name of the existing road.
- H. Alias road names are not permitted.
- I. Special characters shall not be permitted in road names (i.e., hyphens, periods, apostrophes, etc.).
- J. A primary street name should not consist of a suffix or directional indicator (e.g., COURT ST or NORTH AVE).
- K. The alteration or inversion of the proper, logical order of road name elements (e.g., AVE OF CEDARS or BLVD BLUE) shall not occur.
- L. Roman numerals shall not be used in a road name.
- M. Numeric street names should not be spelled out, but abbreviated per USPS standards. (i.e., 8TH ST instead of EIGHTH ST).
- N. USPS route numbers shall not be used as road names.
- O. There shall be no duplication of road names within the City of Kerrville or within its extraterritorial jurisdiction, except in extraordinary circumstances; i.e., one short cul-de-sac and/or one short loop that intersect no other street than the parent street, may bear the primary street name of the parent street, but with a different suffix. Examples of duplicate road names are:
 1. CATHY LANE compared to KATHY LANE;
 2. LAKE VIEW ROAD compared to LAKEVIEW ROAD;
 3. JONDO STREET compared to JONDO CROSSING or HONDO STREET;
 4. PINE TREE LANE compared to PINE TREES LANE or PINES TREE LANE;
 5. MAIN PARKWAY compared to MAIN STREET.
- P. Every road name shall have a corresponding standard suffix, abbreviated per USPS guidelines, that complies with NENA and USPS standards as follows:

HIGHWAY (**HWY**) – A State highway classified as a major thoroughfare (designated by the State as a highway, expressway, freeway, turnpike, etc.)

PARKWAY (**PKWY**) – A State highway classified as a minor thoroughfare or a non-thoroughfare (Farm-to-Market, Park Road, etc.)

ALLEY (**ALY**) – A narrow lane between or behind a row of buildings

AVENUE (**AVE**) – A principal road in a densely populated area

BOULEVARD (**BLVD**) – A street with a median reflecting the boulevard character

CIRCLE (**CIR**) – Self-terminating circular streets

COURT (**CT**) – A permanently closed street ending in a cul-de-sac

COVE (**CV**) – A short permanently closed road ending in a cul-de-sac

DRIVE (**DR**) – A curvilinear street

LANE (**LN**) – A secondary dead-end road

LOOP (**LOOP**) – A crescent shaped road that connects two or more different roads

PATH (**PATH**) – A minor road, usually consisting of a single traffic lane

RIDGE (**RDG**) – A scenic road, usually in urban areas

ROAD (**RD**) – A common collector road, usually in rural areas

ROW (**ROW**) – A minor short road

RUN (**RUN**) – A minor road, usually in a residential subdivision

STREET (**ST**) – A common collector road, usually in urban areas

TRAIL (**TRL**) – A secondary curvilinear road

VIEW (**VW**) – A scenic road, usually in rural areas

WAY (**WAY**) – A minor roadway

Other suffixes for roads not listed above may be considered at the discretion of the City and Kerr 9-1-1 provided the suffix meets these guidelines and is a valid street suffix and abbreviated, as defined in USPS publication, Postal Addressing Standards, 1997, Publication 28.

- Q. Where a private restricted road is an extension of a public access road, substantially continuing the same level of service as the public road; from a public safety perspective it is recommended that the private road carry the name of the public road, if there is no obvious demarcation (i.e., an intersection, cattle guard, permanent gate) to easily indicate a change in road status.
- R. Jurisdictionally mandated changes or modification to a road name along a continuous road way should occur only at a major intersection or similar demarcation.
- S. Road names memorializing living individuals or politicians are not appropriate and should not be used.
- T. Road names that are obviously offensive, libelous or derogatory in spelling or pronunciation are prohibited.

III. Roads Requiring Names

- A. All publicly maintained roads shall be named and signed.
- B. A public access road, or a private restricted road exceeding one-quarter mile (1,320 feet) in length, providing easement to two or more unique properties, upon which exists, or potentially exists, more than two uniquely owned buildings should be named and properly signed.
- C. Any road, regardless of length, that provides access to more than two properties should be named and signed under the following circumstances:
 - 1. The location or arrangement of the buildings confuses or hinders consistent address assignment from a named road.
 - 2. A named road intersects the road, but due to topography or distance, buildings along the unnamed road are not easily viewed or located from the named intersecting road.
 - 3. Naming of the road is necessary to adequately direct emergency responders to a building(s) or uniquely owned properties.
 - 4. Any road that leads to one or more roads that provide access to uniquely owned properties or buildings should be named and signed.

- D. A private restricted road may not require naming, and will be treated as a driveway when the road is:
 - 1. the access to a single property, and
 - 2. is entered from a named road, allowing address assignment at that intersection.
- E. A driveway need not be named even if the driveway serves multiple buildings if the buildings are visible so that they can be addressed from a named road intersecting the driveway.

IV. Road Naming Authority

Except as otherwise set forth in this exhibit, final authority for road names rests with Kerr 9-1-1 for roads in the City and its Extraterritorial Jurisdiction (“ETJ”), as defined by state law. Kerr 9-1-1 shall name roads in accordance with the procedures outlined in **Attachment B**.

V. Renaming of Roads

- A. Reasons to rename an existing road are:
 - 1. to eliminate duplication and confusion;
 - 2. to eliminate confusion when a permanent gap occurs in a previous continuous road;
 - 3. to change the classification, type or, status of a road;
 - 4. to correct misspelling;
 - 5. to improve or maintain continuity and parity of street numbering;
 - 6. to provide a required suffix; or
 - 7. to recognize a person or organization.
- B. If an existing road requires renaming the procedures specified in **Attachment B** shall be followed.

VI. Addressing Authority

Except as otherwise set forth in this exhibit, final authority for addressing rests with Kerr 9-1-1 for properties in the City and its Extraterritorial Jurisdiction (“ETJ”), as defined by

state law. Kerr 9-1-1 shall provide addressing in accordance with the procedures outlined in **Attachment B**.

VII. Renumbering of Addresses

- A. Reasons to renumber existing addresses are:
 - 1. to eliminate duplication and confusion;
 - 2. to eliminate confusion when a permanent gap occurs in a previous continuous road;
 - 3. to correct errors;
 - 4. to improve or maintain continuity and parity of street numbering;
 - 5. to accommodate redevelopment of a property; or
 - 6. to recognize a person or organization.
- B. If existing addresses require renumbering the procedures specified in **Attachment B** shall be followed.

Attachment B
Protocols for Road Naming and Addressing

I. Naming of New or Previously Unnamed Roads

A. New Public Access Roads and Private Restricted Roads – Kerr 9-1-1 shall have the sole authority to approve names for new public access roads or private restricted roads as provided herein. Kerr 9-1-1 shall approve a road naming plan approved in conjunction with the approval process for subdivision plats. The process shall be as follows:

1. The City of Kerrville shall forward all applications for plat approval to Kerr 9-1-1,
2. Final plat applications shall include street names proposed by the applicant,
3. Kerr 9-1-1 shall provide in writing to the City of Kerrville its final designation of road names with said road names being implemented on the final plat document prior to approval by the City of Kerrville, and
4. Should Kerr 9-1-1 fail to provide a written verification of the designated road names within ten (10) business days from the date of transmittal of a final plat application by the City of Kerrville, the City of Kerrville reserves the sole right to designate road names.

B. Previously Unnamed Public Access Road or Private Restricted Road –

1. Road Name Application

- a. Persons desiring to name (1) a previously unnamed public access road that is located wholly or partially within the Kerrville corporate limits or (2) a private restricted road that is located wholly or partially within the Kerrville corporate limits or its extraterritorial jurisdiction shall submit an application to Kerr 9-1-1 on a form provided by Kerr 9-1-1.
- b. Kerr 9-1-1 shall provide a copy of road naming applications to the Kerrville City Engineer for public safety compliance review prior to commencement of formal action on the application.
- c. Kerr 9-1-1 has the authority to review and approve all road name applications. Approval shall ensure that road naming standards specified in **Attachment A** are met and approval shall not be unreasonably withheld.
- d. Once it has taken action on the road naming application Kerr 9-1-1 shall provide the Kerrville City Engineer with an accurate scale map of the road location from its inception to termination and its relationship to other established roads.

2. Road Naming Process Initiated by Kerr 9-1-1, Any Affected Local Authority, USPS or Simple Majority of Land Owners
 - a. The process to name an unnamed existing public access road may be initiated by Kerr 9-1-1, any affected local authority, USPS, or by petition of a simple majority of land owners along the road, by application to Kerr 9-1-1.
 - b. Kerr 9-1-1 shall provide a copy of these road naming requests to the Kerrville City Engineer for public safety compliance review prior to commencement of formal action on the application.
 - c. Kerr 9-1-1 has the authority to review and approve all road name applications. Approval shall ensure that road naming standards specified in **Attachment A** are met and approval shall not be unreasonably withheld.
 - d. Once it has taken action on the road naming application Kerr 9-1-1 shall provide the Kerrville City Engineer with an accurate scale map of the road location from its inception to termination and its relationship to other established roads.
- C. The naming or final name approval of a privately maintained road shall not constitute nor imply acceptance of the road for public maintenance.

II. Road Renaming Procedures

- A. Renaming of a public access road may be initiated by Kerr 9-1-1, any affected local authority, USPS, or by petition of a simple majority of landowners along the road, by application to Kerr 9-1-1.
- B. Renaming of a private restricted road may be initiated by a petition of landowners along the road or a local authority, by application presented to the City, county or both.
- C. Kerr 9-1-1 shall ensure that the proper procedures of the City of Kerrville or Kerr County shall be followed. If a road to be renamed is under the jurisdiction of more than one local authority, the jurisdiction within which lies the greater portion of the road shall have precedence in the renaming action.
- D. Kerr 9-1-1 shall provide a copy of these road renaming applications to the Kerrville City Engineer for public safety compliance review prior to commencement of formal action on the application.

- E. Any approved actions to rename a road must conform to the road naming standards specified in **Attachment A** and approval shall not be unreasonably withheld.
- F. Public Notice and Public Hearing Required for Road Renaming Process Initiated by Kerr 9-1-1, a Local Authority or USPS
 - 1. Where renaming affects more than four (4) properties
 - a. A public hearing must be held by Kerrville City Council and must be scheduled by Kerr 9-1-1 on a regular meeting date of the Kerrville City Council.
 - b. Kerr 9-1-1 shall provide written notification to affected property owners at least fifteen (15) calendar days prior to the public hearing. The written notice is deemed to have been provided by placement within the U.S. postal service.
 - c. Kerr 9-1-1 shall provide public notice of the public hearing in a paper of general circulation within the City of Kerrville at least ten (10) calendar days prior to the public hearing.
 - d. City Council shall take action to approve or reject the renaming proposal within thirty (30) calendar days after the public hearing.
 - 2. Where renaming affects four (4) or fewer properties
 - a. Kerr 9-1-1 shall provide written notification to affected property owners within ten (10) calendar days after its acceptance of the application. The written notice is deemed to have been provided by placement within the U.S. postal service.
 - b. Kerr 9-1-1 shall provide public notice of the renaming application in a paper of general circulation within the City of Kerrville within ten (10) calendar days of its acceptance of a renaming application.
 - c. Kerr 9-1-1 shall take administrative action on the renaming application no earlier than fifteen (15) calendar days after its acceptance of a renaming application and no later than thirty (30) calendar days of its acceptance of a renaming application.

III. Addressing

- A. Kerr 9-1-1 shall have the sole authority to assign street addresses for properties located adjacent to public access roads or private restricted roads as provided

herein. Kerr 9-1-1 shall approve an addressing plan approved in conjunction with the approval process for subdivision plats. The process shall be as follows:

1. The City of Kerrville shall forward all applications for plat approval to Kerr 9-1-1,
 2. Kerr 9-1-1 shall provide in writing to the City of Kerrville its final addressing plan prior to approval by the City of Kerrville, and
 3. Should Kerr 9-1-1 fail to provide an addressing plan within ten (10) business days from the date of transmittal of a final plat application by the City of Kerrville, the City of Kerrville reserves the sole right to establish an addressing plan.
- B. Addressing shall be established on a distance basis and in accordance with the specifications included in **Attachment A**.

Agenda Item:

4B. Proposal by Playhouse 2000 to conduct a free production of Shakespeare in the Park, tentatively scheduled for June 1-3, 2012, at Louise Hays Park. (staff)

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

SUBJECT: Consideration for direction to city staff regarding a proposal by Playhouse 2000 to conduct a free production of Shakespeare in the Park tentatively scheduled for June 1 through 3, 2012, at Louise Hays Park.

FOR AGENDA OF: April 10, 2012 **DATE SUBMITTED:** April 4, 2012

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

EXHIBITS: Playhouse 2000 Proposal Dated February 22, 2012

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

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

SUMMARY STATEMENT

A proposal was received from Playhouse 2000 (P2K) to create a Shakespeare in the Park production in Louise Hays Park that would be free to the public, June 1 through 3, 2012. Attached is a copy of the P2K proposal. City staff has evaluated the proposal and coordinated with the P2K to review how the city could support this project. The original proposal requested a combination of in-kind and financial support valued at approximately \$12,000.

The Parks and Recreation Department could provide logistic support to include set up and break down for the event, trash cleanup and event monitoring. Louise Hays Park has also been reserved and would be provided at no cost to P2K. This would also be a relatively small event for our community and staff does not anticipate the need for any special accommodations for public safety. Support provided through the Parks and Recreation Department would be limited and would not impact the city's ongoing plans and operations.

Staff estimates that the value of in-kind services for the event would be approximately \$2,500. With this support, P2K has stated that they would request financial participation from the city in an amount not to exceed \$5,500. These funds would go to support P2K's logistical requirements for items like lighting and sound.

Should the City Council opt to support this proposal, city staff would use contingency funds and departmental budgets would not be impacted. An agreement between P2K and

the City of Kerrville would also be negotiated to include the provision of these funds on a reimbursement basis.

RECOMMENDED ACTION

Staff recommends that the City Council support this proposal and direct staff to prepare an agreement with Playhouse 2000 to outline the city's in kind and financial support of the project. Furthermore, any financial contribution by the city should be made on a reimbursement basis in an amount not to exceed \$5,500.



Playhouse 2000, Inc. □ P.O. Box 290088 Kerrville Texas 78029
830-896-9393 □ www.caillouxtheater.com

Board of Directors

Kit Werlein
President

Tom Terrell
Vice President

Gene Allen
City of Kerrville
Representative

Directors

Susan Neely Balentine

Arthur Bell

Joe Herring Jr.

Clifton Fifer

Sandy Lewis

James Wilson

To: Mr. Todd Parton, City Manager

Cc: Mr. Gene Allen, City Council
Mr. Kit Werlein, President

From: Jeffrey Brown, Executive Director

Date: February 22, 2012

Re: Proposal: "Shakespeare In the Park" for Kerrville

Dear Mr. Parton,

At the beginning of the year, you and I had a fruitful meeting which has already led to some significant movement in the operations at Playhouse 2000, Inc. I'd like to use this memo address one specific topic covered that day: the possibility of an outdoor Shakespeare project this Spring.

We are proposing to lay the groundwork for what we believe will be a very successful "Shakespeare In The Park" project for Kerrville and the Hill Country. I'd like to describe our vision to you here, and recruit the City's support in making this vision a reality in just a few short months.

Overview:

We envision a modest though high-quality production of a Shakespearean comedy presented in Louise Hays park the first weekend of June. Admission would be free to all, with donations accepted at various locations throughout the park. Guests would be encouraged to bring blankets, lawn chairs, picnics - even kids and dogs - to maintain an invitingly casual atmosphere. The costs related to two to three performances would be small, and could be defrayed by a modest grant from the City of Kerrville, or alternatively, a corporate sponsor.

The Product:

We propose to create a 110-minute version of *A Midsummer Night's Dream*, among Shakespeare's best-known plays, presented without intermission. Care would be taken during the editing process (the full-length script would run closer to three hours) to maintain the humorous aspects of the script while highlighting the love story at the center of the play that makes it immortal.

Playhouse 2000 will contract with a local director, Heather Cunningham, to follow up on the work she did in last year's production of *Much Ado About Nothing* on the Playhouse season in providing a working script, stage direction, and supervision of scenic, costume, and prop designs. These latter elements will be provided, as will all actors and crew, by Playhouse 2000 volunteers, many of whom are well versed in the theatrical arts.

Because the performance is outdoors, the technical aspects of lighting, and more importantly sound, will be of great importance. Playhouse Technical Director Nicholas Boland will supervise all technical aspects of the production, which will require the procurement of additional microphones and lighting fixtures (see budget, below.)

Marketing and Promotion:

Playhouse 2000 and the Cailloux Theater have in place several mechanisms for reaching the public with information about upcoming performances. These would have to be supplemented with print, radio and even outdoor advertising in order to gain visibility for a brand new project. A budget for promotion is included below.

Logistics:

While Playhouse 2000 is confident in its role in creating a product for this outdoor stage, assistance in crowd management will be required. We will need some mechanism for defining an audience space, ensuring the safety of the audience when near theatrical equipment, and ensuring the safety of the equipment. Additional considerations with logistics include transportation of equipment to the stage; parking for audience and performers; provision for off-stage spaces such as dressing rooms; electrical service; restroom facilities; and trash removal. On many of these issues we would defer to and rely on City of Kerrville expertise.

Timeline:

While we have pared our production needs to a minimum in order to achieve a product this Spring and get a basis for what we hope will be an annual project, we still have little time in which to achieve many goals. A rough time-line would include:

- February 2012
 - Achieve partnership between City of Kerrville and Playhouse 2000
 - Finalize title, begin cutting
 - Recruit production group; Director, Costumer; Designer; Properties; Stage Manager; Crews.
- March 2012
 - Planning
 - Technical and design plans
 - Logistical plans
 - Marketing plans
- April, 2012
 - Auditions and begin rehearsals
 - Begin all technical builds and finalize lighting/sound designs
 - Procure needed lighting/sound equipment
 - Arrange for marketing/advertising purchases
 - Achieve all graphic designs
- May, 2012
 - Complete rehearsal period
 - Tech. Rehearsals in park
 - Realize marketing plan
 - Finalize arrangements for move to park
- June, 2012
 - Performances on June 1 and 2 (possible also 3)

Budget:

The following is offered as an initial project budget. It should be noted that many of these numbers are estimated, and some (the logistical section, below) is more in the City's prevue than my own, and may be better left to their calculations. Of course, all figures are open to revision and/or negotiation.

Playhouse 2000/City of Kerrville present
Shakespeare In The Park -2012

Production			
Set Construction/Props			\$1,500.00
Lighting and Sound			
Microphones			\$2,460.00
	Wireless Lavallers (12)	\$2,400.00	
	batteries	\$60.00	
Amplification and Control			\$1,300.00
	Board	\$1,100.00	
	Operator	\$200.00	
Illumination			\$3,250.00
	truss	\$250.00	
	fixture/cable	\$2,500.00	
	labor	\$500.00	
Dimming/Control			\$1,025.00
	Board	\$750.00	
	Operator	\$200.00	
	lamps/color	\$75.00	
Costumes			\$500.00
Scripts/Royalties /Music Rental			\$0.00
Guest Direction			\$1,000.00
Sub Total Production			<u>\$11,035.00</u>
Marketing/Promotion			
Design Services			\$125.00
Photography/Pre-Press			\$50.00
Printing			\$450.00
Advertising Purchase			\$800.00
Postage (Mrktng)			\$250.00
Sub Total Mktg/Promotion			<u>\$1,675.00</u>
Logistics			
Transport			\$150.00
Truck Rental		\$150.00	
Grounds			\$1,200.00
Fencing		\$150.00	
Parking		\$100.00	
Restrooms		\$450.00	
Dressing area tents		\$500.00	
Security/Crowd Control			\$750.00
Sub Total Logistics			<u>\$2,100.00</u>
Contingency		\$0.05	\$441.20
Total Project Budget			<u>\$15,251.20</u>

In order to maintain this as a free event, we would seek support of not less than \$12,000 toward these expenses, either directly in City of Kerrville support, in the form of a sponsorship or underwriting grant, or a combination of these.

Conclusion:

In many communities, an outdoor Shakespearean event has become a focal point of summer entertainment, and an excellent addition to a mix of uses for municipal parks and facilities. With a modest "trial run," we can assess the interest in bringing such an event to Kerrville on a larger scale over time, and establish a foundation on which to build for the future.

Agenda Item:

4C. Establishing a road hump program and adopting a road hump policy on city residential streets. (Councilmember Keeble)

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

SUBJECT: Consideration of establishing a road hump program and adopting a road hump policy for the City of Kerrville.

FOR AGENDA OF: April 10, 2012 **DATE SUBMITTED:** April 4, 2012

SUBMITTED BY: Stacie Keeble **CLEARANCES:** Todd Parton
City Council, Place 2 City Manager

EXHIBITS: City of Kerrville Road Hump Policy for Residential Streets

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

Residents adjacent to and within close proximity to Riverhill Boulevard have had serious concerns over the past several years regarding excessive speeding and frequent running of stop signs along their street. Additional stops have been placed along the road but have failed to significantly address the public safety concerns. In listening to and evaluating these citizen complaints I have come to realize that effective options are limited. Furthermore, I have come to realize that there may be other similar problems throughout the city.

Road humps are a tool that could be used selectively to help improve public safety issues. Attached is a draft road hump policy that defines when and how they would be used and defines an implementation strategy. A key element of this policy is public process where a large portion of the impacted property owners would have to approve road humps in their area. The policy also provides for a mechanism where those who request road humps would pay for their installation. This cost participation strategy provides that property owner financial participation decreases as the documented public safety factors increase.

This policy also provides for an annual review of the road hump program and road hump policy. Each year the Traffic Safety Committee and the City Council would evaluate road humps to determine if they are effective and whether the program needs to be amended or eliminated.

RECOMMENDED ACTION

I recommend that the City Council adopt the attached policy and the City of Kerrville implement a road hump program.

**City of Kerrville
Residential Street
Road Hump Program**

There are certain streets in the City of Kerrville that are subject to citizen complaints about speeding and cut-through traffic. These types of problems typically create concerns about public safety for children and the general public as well as diminish the quality of life within residential areas. Police enforcement is the most effective means dealing with these concerns but resources are limited and all problem areas cannot be continually monitored. Therefore, the City of Kerrville has created a road hump program for residential streets to minimize speeding and improve public safety. Through this program, citizens have a means to initiate a neighborhood petition process to request the installation of road humps for very specific purposes and circumstances.

Here are some key points of Kerrville's Road Hump Program for residential streets:

What is a road hump?

- It is *not* the typical road bump common to shopping center parking lots.
- It is typically a raised section of a street's surface that is 12 feet in length, about 3 inches high and extends the full width of the street from curb to curb. It may be constructed of pavement or of pre-manufactured products or materials.
- Road humps are typically designed with tapered ends at the street curbs to allow for drainage.
- Several road humps are typically installed along a street segment.

How could my street become eligible?

- A petition supplied by the City of Kerrville Engineering Department is needed that is signed by at least two thirds of the property owners in the petition area.
- Only streets that generally have detached, single-family residential uses with no more than one moving lane of traffic in each direction are eligible.
- The street cannot be an identified primary route for emergency vehicles or be listed on the City of Kerrville Thoroughfare Plan.
- Frequent vehicle speeds that exceed 35 miles per hour or 20 percent above the posted speed must be verified.

Who is responsible for the cost of installation?

- The cost may be paid by the property owners or shared with the City according to the degree of the speeding problem on the street.
- Where there are multiple requests the City will rank them annually according to the speeding problem. If the City does not have funds for the installation of road humps the first year, a street will remain eligible for 2 additional years. However, in each of these additional years the street will be ranked against all existing and new requests for the available funds.

How do I request road humps?

- Contact the City of Kerrville Engineering office at 830-258-1221.
- A meeting will be scheduled with the Engineering office to provide full details on the program and to outline the petition area.

Road Hump Installation Policy

A. General

Road humps may prove to be effective and safe devices for reducing speeds on certain streets when installed in accordance with this policy.

In order for road hump installations to be effective, they should be located selectively in accordance with defined transportation and engineering criteria for the purpose of ameliorating documented speeding problems. Proper installation will also minimize driver frustration and encourage safer driving practices.

This policy promotes reasonable opportunities for residents and property owners most affected by a proposed road hump to coordinate in a process that leads to road hump installation. It also provides for neighborhood cost participation in the installation of road humps under certain conditions.

B. Definitions

For the context of this policy the following terms are defined as follows:

APPLICATION for road humps includes the citizen petition;

ROAD HUMP is a geometric design feature of a roadway, consisting of a raised area of the roadway surface extending transversely across the travel way, whose primary purpose is to reduce the speed of vehicles travelling along the roadway;

SPEEDS are 85th percentile speeds;

STREET refers to the street length that must be petitioned. It is a 1,500 foot segment generally centered on the location of the humps, or the length of the block, whichever is greater. If the 1,500 foot segment extends to any part of an adjacent block, it includes the entire length of the adjacent block, unless separated by an intervening thoroughfare, traffic signal or offset intersection.

C. Eligibility Requirements

All of the following criteria must be satisfied for a street to be considered eligible for road hump installation:

1. Petition – a petition that documents a minimum of two-thirds of the property owners in the petition area that supports the road hump installation.
2. Road Hump Acceptance – a written acceptance from the property owners for properties located immediately adjacent to a road hump that they understand and accept the proposed location of the road hump.
3. Operational Characteristics of the Street:

- a. The street must be used to provide direct access to abutting detached, single-family residential properties and/or to collect traffic for such streets.
- b. There must be no more than one lane of traffic in each direction.
- c. Traffic volumes must be more than 1,000 vehicles per day but less than 8,000 vehicles per day either in actual traffic count or by street design.
- d. Frequent vehicle speeds that exceed 35 miles per hour or 20 percent above the posted speed must be verified.
- e. The street must not be an identified primary route for emergency vehicles; this includes a route that is heavily used due to the proximity of the emergency vehicle facility. These routes are subject to change.
- f. The street must have a posted speed limit of 30 miles per hour as determined in accordance with state law.
- g. The street must not be included on the City of Kerrville Thoroughfare Plan.

4. Geometric Characteristics of the Street

- a. The street must have adequate sight distances to safely accommodate the road hump as determined by the City Engineer.
- b. The street must not have curves or grades that prevent safe placement of the road humps as determined by the City Engineer. Road humps may be located on streets that contain curves and/or grades, but the hump itself must not be located within a horizontal curve, on a vertical grade greater than 8 percent or on their immediate approaches.
- c. The street must be paved. If there are no curbs, a special design must be used to prevent vehicle run-arounds.
- d. The finished floor elevation for structures on property adjacent to a road hump location must be a minimum of 6 inches above the top of the curb or the existing grade for undeveloped property adjacent to a road hump location must be above the top of the curb, as determined by the City Engineer, to minimize potential flooding due to the presence of the road hump.

D. Cost Responsibility

The cost for the road hump installation (including signs, pavement markings and, if necessary, special design features such as curbing or guard rails) may be shared between the City of

Kerrville and the residents according to how much the measured speed on the street exceeds the Special Criteria as defined in Section C.3.d. Cost sharing is established as follows:

Cost Sharing Table

85th Percentile Speed	Resident's Cost Share
Up to 35 MPH	100%
36 MPH	80%
37 MPH	60%
38 MPH	40%
39 MPH	20%
>39 MPH	0%

The cost for transportation engineering studies and maintenance of the road hump is the responsibility of the City of Kerrville. Resident's cost share is that portion of the cost for the installation of the road hump that is not the responsibility of the city and is contributed by one or more of the residents or from other private sources. Notwithstanding the provisions of the foregoing cost sharing table, residents may be able to expedite the installation of road humps by voluntarily paying the full installation costs.

E. Road Hump Removal and Alteration

The process for road hump removal or alteration by residents is the same as the process for installation, except that there is no City participation in cost sharing.

F. Road Hump Location

A road hump must not be located in front of a property if the property owner objects to its placement. Fulfillment of this requirement is the responsibility of the applicant(s).

G. Design Standards and Procedures

The City Engineer shall prepare and maintain current design standards and installation procedures for road humps in accordance with this policy.

H. Reassessment

The City staff will reassess this Policy from time to time. The Traffic Safety Committee and the City Council will review and reassess road humps annually.

Procedure for Road Hump Installation

- A. The initial request for the installation of road humps must originate from the property owners in the petition area. A request in writing and a completed petition must be forwarded to:

City Engineer
City of Kerrville
200 Sidney Baker Street
Kerrville, Texas 78028

- B. A preliminary determination of eligibility, based on emergency service routes and available traffic data, will be made in a timely manner.
1. If the street is determined not to be eligible the applicant(s) will be notified in writing giving the reason.
 2. The decision may be appealed in writing to the City Engineer within 15 days of the notification date. The City Engineer will review the determination and respond to the applicant(s) within 30 days of the appeal.
 3. If the street is determined to be eligible for consideration, a meeting will be arranged between the applicant(s) and staff to define the petition area, and the approximate location for road humps. The applicant(s) will be instructed to submit a petition indicating that a minimum of two-thirds of the property owners within the petition area on the road hump policy. Only a petition form supplied by the City Engineer or exact duplicates may be used for this purpose.
- C. After verification of the petitions, the City Engineer will conduct the necessary transportation engineering studies and solicit comments and recommendations of other agencies. A determination of the street's eligibility for road hump installation will be made in a timely manner, based on the road hump policy.
1. If the street is determined not to be eligible for road hump installation, the applicant(s) will be notified in writing giving the reason.
 2. The decision may be appealed in the same manner as is Section B.
 3. If the street is determined to be eligible, the street will be placed on a list of streets eligible for road hump installation.
- D. The City Engineer will make a determination of the total installation cost and the cost sharing responsibility of the property owners, if applicable, according to the road hump policy.
- E. Once eligible for road hump installation, owners of real property lying within the notification area will be notified of the action by the City Engineer. The notification area consists of the area within 200 feet of the boundary of the street. The measurement of the 200 feet includes streets

and alleys. The notice will include a return form to indicate support or objection to the proposed installation.

- F. If owners of at least 20 percent of the real property within the notification area object to the installation within 30 calendar days of the date of the notice, then the street will be removed from the list of streets eligible for road hump installation and a public hearing will be scheduled before the City Council. Notification of the hearing will include the applicant(s) and owners of real property within the notification area.
- G. If owners of less than 20 percent of the real property within the notification area object to the installation or the City Council approve the installation after a public hearing, then the City Engineer will place the street on a list of streets approved for road hump installation.
- H. Depending on the method used to pay the cost of the road hump installation, either Section H.1. or Section H.2. will apply. Section H.1. will apply if there is no City participation in the cost. Section H.2. will apply if the City of Kerrville is requested to pay for all or a part of the installation costs, if that option is available under Section D. of the **Road Hump Installation Policy**.
 - 1. Where the City Does Not Participate in Road Hump Installation Cost – Once a street is placed on the list of streets approved for road hump installation, the City will submit a statement to the representative of the applicant(s) for the cost of the road hump installation. Upon receipt of payment of the cost, the road humps will be installed as scheduling permits. If full payment has not been received within one year from the statement date, the street will be removed from the list of streets approved for road hump installation and all monies received, if any, returned to the payer.
 - 2. Where the City Participates in Road Hump Installation Cost
 - a. The City Engineer will submit a report to the City Manager on an annual basis containing a list of streets approved for road hump installation that require City funding, either in whole or in part, in a request for funding to be included in the annual budget. The report will rank the requests in order of priority determined on the following calculation:

Road Hump Prioritization Criteria

Item		Value
1	% vehicles exceeding Speed Criteria x daily traffic volume =	
2	number of schools, parks, churches or institutions on street (maximum of 2) x 50 =	
3	% of petitioning property owners on street requesting road humps x 15 =	
4	number of reported accidents in previous 12 month period x 100 =	
RANKING SUM (1+2+3+4) =		

- b. Streets will be ranked in priority order on the basis of their scores with the highest scores being considered the highest priorities. Furthermore, streets with the earliest application dates will have the highest priority among streets with the same ranking sum value. In addition to the ranking sum the City Engineer will include the posted speed, the speeds, vehicles per day, estimated installation costs, City's cost share, private sector cost share, application date, and payment due date.
- c. When a budget amount for road hump installations has been approved by the City Council, the City Engineer will initiate road hump installation projects starting with the top priorities and proceeding in descending order.
- d. Installations not included in the group to be funded can be approved if their full installation costs (including City's share) is voluntarily paid, as provided in Section H.1.
- e. If City funds remain after the determination of those installations that will be funded from the budgeted amount, or if allocated City funds become available by non-payment of invoiced amounts under provisions of Section H., these funds can be applied towards the highest ranked non-funded installation on the ranking list. Should these funds be insufficient to cover the City's portion of that installation, and the applicant(s) do not want to voluntarily pay the difference, these funds can then be made available toward the next highest ranked, non-funded installation on the ranked list.

Agenda Item:

4D. Establish a regular city council work session to be held prior to each regular city council meeting (Councilmember Conklin)

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

SUBJECT: Consideration of a Council Work Session

AGENDA DATE: 4/10/2012

DATE SUBMITTED: 4/04/2012

SUBMITTED BY: Carson Conklin

PHONE: 830.895.5202

EXHIBITS/INFORMATION: None

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Discussion and consideration of creating a 30-minute open meeting work session immediately prior to regular council meetings.

RECOMMENDED COUNCIL ACTION

Agenda Item:

5A. Report regarding Sign Regulations, Chapter 6, Article II of the City Code.
(staff)

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

SUBJECT: Sign Regulations – Chapter 6, Article II of the City Code

FOR AGENDA OF: April 10, 2012

DATE SUBMITTED: April 3, 2012

SUBMITTED BY: Mike Hayes *MCH*
City Attorney

CLEARANCES:

EXHIBITS:

AGENDA MAILED TO:

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

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

Update from City staff regarding the drafting of a sign code, timeline, and involvement of community groups and interests.

RECOMMENDED ACTION

Discussion and action where appropriate.

Agenda Item:

5B. Water resources report. (staff)

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

SUBJECT: Water Resources Report

FOR AGENDA OF: 4/10/12

DATE SUBMITTED: 3/27/12

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

EXHIBITS:

AGENDA MAILED TO:

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

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

Information and discussion.

Agenda Item:

5C. Budget and economic update. (staff)

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: April 10, 2012 **DATE SUBMITTED:** March 30, 2012

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

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

The City of Kerrville staff will present and update Council on a biweekly basis as to the status of the City's budget and current economic trends affecting the City.

RECOMMENDED ACTION

No action required information purposes only.

