

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, AUGUST 14, 2012, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, AUGUST 14, 2012, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Heather Mitchell, Minister of Music at First Baptist Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Ron Hackett of the Military Officers Association of America.

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

Any citizen with business not scheduled on the agenda may speak to the 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. PRESENTATIONS AND RECOGNITIONS:

2A. Upper Guadalupe River Authority acknowledgement of the City of Kerrville's contribution to the success of the 9th annual river clean up. (Ray Buck, UGRA)

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 Kerrville City Council meetings held July 3, July 10, and July 19, 2012; and minutes of the City of Kerrville Employee Benefits Trust meeting held July 24, 2012. (staff)

3B. Authorize issuance of a junkyard license at 504/506 Peterson. (staff)

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, August 10, 2012 at 4:00 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

3C. A resolution authorizing the city to participate in Texas CLASS, a local government investment pool, and designating authorized representatives. (staff)

3D. Extension of the existing contract with Maxey Energy for bulk fuel and card services through September 30, 2013. (staff)

3E. Appoint Guy Bason to the Kerrville Citizen Police Academy Alumni Association Board of Directors. (staff)

END OF CONSENT AGENDA

4. ORDINANCE, FIRST READING:

4A. An ordinance annexing an approximate 9.83 acre tract of land out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas; said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and being more particularly described as 5623 Highway 27; describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. A resolution setting forth the ad valorem tax rate to be considered for adoption for the 2012 tax year; and calling a public hearing as required by both the city's charter and state law prior to the adoption of the fiscal year 2013 budget. (staff)

5B. Allied Waste proposed solid waste rate adjustments for residential collection and landfill/transfer station services. (Allied Waste)

5C. A resolution amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the city. (staff)

5D. Construction of new parking lot at the Kerrville-Kerr County Airport. (Stephen King)

5E. Emergency Services District No. 3 as proposed by petition submitted to Kerr County and which includes the city's limits and its extraterritorial jurisdiction. (staff)

5F. Amendments to the golf course advisory board. (Mayor Pratt)

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.

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Brenda Craig
City Secretary, City of Kerrville, Texas

6. INFORMATION AND DISCUSSION:

6A. Status of fiscal year 2013 medical plan design offerings for employees and dependents. (staff)

6B. Water resources report. (staff)

6C. Budget and economic update. (staff)

7. ITEMS FOR FUTURE AGENDAS

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

9. EXECUTIVE SESSION:

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

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION

11. ADJOURNMENT.

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

I do hereby certify that this notice of meeting was posted on the bulletin board at the city hall of the city of Kerrville, Texas, and said notice was posted on the following date and time, August 10, 2012 at 4:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Upper Guadalupe River Authority acknowledgement of the City of Kerrville's contribution to the success of the 9th annual river clean up. (Ray Buck, UGRA)

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

SUBJECT OF REQUEST: Acknowledgement of the City of Kerrville contribution to the success of the 9th Annual River Clean Up.

AGENDA DATE: 8/14/12

DATE SUBMITTED: 8/2/12

REQUESTED/SUBMITTED BY: Tara Bushnoe

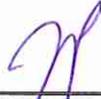
PHONE: 830-896-5445

ORGANIZATION REPRESENTING: Upper Guadalupe River Authority

MAILING ADDRESS: 125 Lehmann Drive, Suite 100, Kerrville, Texas 78028

EMAIL ADDRESS: tbushnoe@ugra.org

EXHIBITS/INFORMATION:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

**WILL THIS ITEM REQUIRE CITY COUNCIL TO AUTHORIZE THE
EXPENDITURE OF CITY FUNDS?** YES: _____ NO: X

IF YES, STATE AMOUNT REQUESTED: \$ _____

DESCRIPTION OF REQUEST

We are uncertain that expressing our thanks to the City Council requires an agenda request, but do so in case. Ray Buck, General Manager, and Tara Bushnoe, Natural Resources Coordinator, would like to thank the City Council for the contributions that the City of Kerrville made towards the success of the 9th Annual River Clean Up held on July 28, 2012.

RECOMMENDED COUNCIL ACTION

Agenda Item:

3A. Minutes of the Kerrville City Council Meetings held July 3, July 10, and July 24, 2012. (staff)

CITY COUNCIL MINUTES
SPECIAL MEETING

KERRVILLE, TEXAS
JULY 3, 2012

On July 3, 2012, the Kerrville City Council meeting was called to order by Mayor Pratt at 9:00 a.m. in the city hall council chambers, 800 Junction Highway.

COUNCILMEMBERS PRESENT:

Jack Pratt	Mayor
Stacie Keeble	Mayor Pro Tem (arrived at 9:06 a.m.)
Carson Conklin	Councilmember
Justin MacDonald	Councilmember

COUNCILMEMBER ABSENT:

Gene Allen	Councilmember
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CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Kristine Ondrias	Assistant City Manager
Travis Cochran	Director of Information Technology
Mike Erwin	Director of Finance
Mark Beavers	Assistant Fire Chief
Stuart Barron	Water/Wastewater Division Manager
Malcolm Matthews	Director of Parks and Recreation
Robert Ojeda	Fire Chief
Kim Meismer	Director of General Operations
Susan Michelson	Municipal Court Clerk
Laura Bechtel	Interim Library Director
Charlie Hastings	Director of Public Works
Dieter Werner	City Engineer
Jeff Finley	Director of Building Services
Jason Lutz	City Planner
John Young	Police Chief

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

ORDINANCE THIRD AND FINAL READING:

Ordinance No. 2012-05 repealing and replacing the City's sign regulations found in Article II of Chapter 6 of the City's Code of Ordinances and repealing Section 27 of Ordinance No. 85-59 and all ordinances which amended Section 27 and pertain to the regulation of signs; adopting new regulations concerning the installation and maintenance of signs within the City of Kerrville, Texas and within the extraterritorial jurisdiction of the City; containing a cumulative clause; containing a savings and severability clause; providing for penalties not to

exceed \$2,000.00; ordering publication, providing an effective date; and providing other matters related to the subject. Mayor Pratt read the ordinance by title only.

Mr. Hayes reviewed changes regarding flags and electronic signs as requested by council at the June 26, 2012 meeting. He noted that inflatable signs had been removed from the list of prohibited signs, and he added it back to the list as prohibited; however, he recommended council define the size of balloons allowable, and noted in reviewing a few other cities 12 inch diameter was the largest allowed.

Mr. Conklin moved for approval of Ordinance No. 2012-05 with the clarification that inflatable signs be prohibited, with the exception of balloons, which are allowable but limited to 12 inch diameter; Mr. MacDonald seconded the motion and it passed 3-0.

DISCUSSION OF FISCAL YEAR 2013 BUDGET AND PROVIDE DIRECTION TO CITY STAFF

Mr. Parton presented the draft FY2013 budget for discussion and noted it was based on council's direction during the past two years and the January 31 workshop. He reviewed the basis for the preparation of the FY2013 budget: fiscally sustainable, balanced, maintain the current tax rate (\$0.5625), council's established priorities, no use of fund balance, and proposed utility rate increase for capital projects. He reviewed the fiscal sustainability model for the general fund and noted additional taxes anticipated from James Avery Craftsman and Fox Tank Company had not yet been factored into the model. The fiscal sustainability model for the water and sewer fund showed funds had been reallocated for capital and projects and a transfer for a short term loan for the city hall construction.

Mr. Parton and council discussed key items in the general fund budget:

- 2.75% salary increase; there had not been employee salary adjustment in the past 3-4 years; the city's five-year fiscal forecast had anticipated a 3% increase each year.
- Reorganization in the street division; 20% increase in road reconstruction; the city had been renting equipment at \$40,000-50,000 annually, but through a generous grant from the Cailloux Foundation last year, the city purchased several pieces of equipment and money previously used for equipment rental could be used to purchase materiel; \$100,000 added to road reconstruction from the sale of a portion of Rodriguez Street to Crenwelge Motors.
- Health care insurance was in the bid process; expected increase from \$6,800 to \$7,100 per employee; could be higher based on bids; was \$8,400 per employee 3 years ago.
- Purchase of motor grader for \$103,541; city had been renting this equipment at \$20,000 annually for the past five years, FY2013 budget included option to purchase this equipment.

- Budget included reinstatement of car allowance in several departments.

Mr. Parton and council discussed key items in the water and sewer fund budget:

- 2.75% salary adjustment and increase in health insurance.
- New position for GIS operator.
- Replacement dump truck (\$61,900).
- FY2013 budget anticipated rate increase of \$0.40/1,000 gallons for water and \$0.80/1,000 gallons for sewer to fund capital projects needed to address capacity and failure issues. The current funding plan anticipated debt issuance of \$7.0 million in FY2013 and \$4.3 million in FY2014.

Council also discussed the following:

- Reviewed the general fund debt service chart and noted the city was high in maintenance and operation but very low in debt service.
- Hotel Occupancy Tax: estimated income of \$835,000 for FY2013; discussed allocation process; staff to place item on a future agenda for action, including whether to continue to allocate funds to the arts coop or to individual organizations, and the requirements for an application process.
- Consider issuing debt now while interest rates are low.
- 2.75% salary increase; council had hoped the increase would be more; discussed merit versus across the board. Mr. Parton noted public safety was under a step program, which had not been funded since 2008. He also noted salary compression issues in several departments. Mr. Parton did not include a salary increase for himself in the budget; council said he should not be excluded.
- Questioned what was longevity? Mr. Parton noted the state specified that fire and police must receive longevity at \$4 per month after one year of employment; the city had elected to provide this benefit to all employees many years ago.
- Was longevity included in the salary compensation? Mr. Parton noted it was not; however, when cities are surveyed, they do not include longevity in salary.
- 68% of the city's budget was for compensation.
- Pavement Management System. Mr. Hastings estimated it would cost \$1.7 million to get to a 15 year plan, and the city would have to hire additional staff.

Council requested staff provide the following additional information:

- Number of employees for similar cities on a per capita basis.
- Comparison of water and sewer rates with cities of similar topography; also comparison of rates on a per capita basis.
- City's total debt per capita and per household based on current debt and rates and based on proposed debt and utility rate.
- Total EIC debt per capita and per household.
- Debt forecast over a period of time based on growth model.
- Prepare estimate to construct a new central fire station and replacement of a fire truck; and analysis of the effect of additional debt to fund such. Chief Ojeda noted that the fire truck proposed to be replaced was 23 years old (1989) and the fire standard for front line equipment was 15 years. He also noted that central

fire station served as the emergency operations center for the city, and the city was renting the building where fire administration offices were currently located.

- CIP list should include improvement to the police department building, construction of central fire station, purchase of a fire truck, and infrastructure projects; staff should then prioritize the CIP list.
- Investigate possibility of public safety grants for public safety for purchase of equipment and building construction.
- Replacement schedule of vehicles and maintenance cost of equipment.
- Chart revenue and expenditure stream as it pertains to water and sewer.
- Page 102 of the budget, explain the green line and the benchmark used.

Staff noted any significant changes in the budgets for their departments.

Mr. Parton noted the final draft budget would be delivered to the city council by July 31.

REPORT ON PROPERTY OWNER MEETINGS AND DIRECTION TO STAFF REGARDING FINAL RIVER TRAIL ROUTING AND ALIGNMENT OPTIONS

Mr. Matthews reviewed three areas of the river trail and noted property owners' concerns. He showed photographs of the construction underway for Package A, the area from the bridge at Lemos Street east into Louise Hays Park; anticipated completion of Package A was September.

EXECUTIVE SESSION

Mr. MacDonald moved for the city council to go into executive closed session under Sections 551.071 (consultation with attorney) and 551.072 (deliberation regarding real property) of the Texas Government Code; the motion was seconded by Mr. Conklin and passed 4-0 to discuss the following matters:

Section 551.071 and 551.072:

- Discussion of river trail route and the purchase, exchange, lease, or value of real property.

At 12:25 p.m. the regular meeting recessed and council went into executive closed session at 12:27 p.m. At 1:17 the executive closed session recessed and council returned to open session at 1:17 p.m. The mayor announced that no action had been taken in executive session.

ADJOURNMENT. The meeting adjourned at 1:18 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JULY 10, 2012

On July 10, 2012, the Kerrville City Council meeting was called to order by Mayor Pratt at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Reverend Patty Edwards, Unity Church of the Hill Country, followed by the Pledge of Allegiance led by Sam Barker of the Military Officers Association of America.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Brenda G. Craig	City Secretary
Kristine Ondrias	Assistant City Manager
Travis Cochran	Director of Information Technology Systems
Mike Erwin	Director of Finance
Robert Ojeda	Fire Chief
Kim Meisner	Director of General Operations
Mindy Wendele	Director of Business Programs
Jason Lutz	Senior Planner

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

1. VISITORS/CITIZENS FORUM

1A. David McElvain requested to be included in future meetings where the river trail was discussed as it would impact him.

2. RECOGNITION:

2A. Resolution of commendation to Kacy Smith for serving on the main street advisory board.

3. CONSENT AGENDA:

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

3A. Minutes of the joint meeting of the Kerrville City Council and the City of Kerrville Economic Improvement Corporation held on June 12, 2012.

3B. Resolution No. 22-2012 authorizing the use of internal combustion engines on the lake upstream of the city's impoundment dam for a triathlon.

END OF CONSENT AGENDA

4. PUBLIC HEARING:

4A. Annexation and zoning of approximately 9.83 acre tract of land, out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas and consisting of the property addressed as 5623 State Highway 27.

Mr. Lutz noted this was the second required public hearing; staff had not received any comments from the public, and annexation was a requirement of the funding agreement with the economic improvement corporation.

Mayor Pratt declared the public hearing open at 6:08 p.m., no one spoke; Mayor Pratt closed the public hearing at 6:09 p.m.

5. ORDINANCE, FIRST READING:

5A. An ordinance amending the budget for fiscal year 2012 to account for the redesign and revised cost estimates for the Birkdale lift station/force main project.

Mayor Pratt read the ordinance by title only.

Mr. Parton noted the bids previously received for the original project exceeded the project budget. The project was redesigned and rebid, but those bids were expected to exceed the original project budget; therefore, he requested council increase the project budget by \$900,000 to a total of \$6.3 million so contracts could be awarded and the project could proceed. Mr. Parton proposed that funds be reallocated from the I & I (inflow and infiltration) project, from the fund balance from other closed projects, and from unallocated bond funds. He anticipated bid award and contracts would be on the July 24 agenda for council approval.

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

6. CONSIDERATION AND POSSIBLE ACTION:

6A. FY2013 budget for the operation of the Kerrville-Kerr County Airport.

Stephen King, airport board chair, presented the FY13 budget at \$397,705, down from the FY12 budget of \$433,138, a reduction of \$20,000 each for the city and county. He noted the airport board proposed two budgets, one with the airport management services contract and one without, but did not officially act on either budget until after the city and county selected their preferred budget. He noted that the county agreed to continue to provide human resources services and financial services, at no cost to the airport, until the airport staff was prepared to assume the financial duties. He reviewed each line item.

Mr. Conklin moved to approve the FY2013 airport budget at \$397,705 contingent upon approval of the airport board; Mr. MacDonald seconded the motion and it passed 5-0.

6B. Construction of new parking lot at the Kerrville-Kerr County Airport.

Stephen King, airport board chair, stated that bids for the project were still out and the airport board requested the matter be tabled and council allow the board to resubmit it for consideration at a future council meeting. There was no action taken by the council.

6C. Resolution No. 21-2012 approving the refunding and reissuance of solid waste disposal revenue refunding bonds for Republic Services, Inc. which will benefit solid waste facilities within the city; approving a plan of finance with respect to such actions; and disclaiming liability.

Lee McCormick, representing Republic Services, Inc. (RSI), noted RSI assumed Allied Waste's debt, and the contract with the city, as a result of their merger. Allied Waste issued \$56.8 million in tax exempt bonds in 2007 to finance capital projects; of that, \$1.3 million was for the city's landfill and transfer station. RSI proposed to refinance a portion of the 2007 bonds to achieve better interest rate. Public hearings were held in San Antonio, and the city is required to issue a resolution approving the refunding of the revenue bonds by RSI; 21 of the 23 cities served by RSI have approved such resolution. Mr. McCormick stated that approval of the resolution would not obligate the city in any way, and would not affect the city's debt capacity or debt rating. If the city did not approve the resolution, that portion of the bonds may not be refunded.

Mr. MacDonald moved for approval of Resolution No. 21-2012; Mr. Allen seconded the motion and it passed 5-0.

7. INFORMATION AND DISCUSSION:

7A. Town Creek and Quinlan Creek drainage ownership and maintenance responsibilities.

Mr. Hastings estimated the combined floodplain area of Town Creek and Quinlan Creek to be 1,000 acres, which were 99.9% privately owned, and ownership dictated maintenance responsibility. The city acquired about two dozen tracts after the 2002 flood and cleaned and mowed those tracts annually. The city would have to get permission from property owners to maintain their property. The area of Town Creek from Hwy. 27 to the Guadalupe River comprised 18 acres of floodplain. If the city received property owner consent and accepted liability, he estimated the cost to maintain that section of floodplain at \$18,000-19,000 if contracted out; in-house would take three weeks of city street and drainage crew labor and \$10,000 for equipment rental and supplies.

Based on the assumption that only 20% of the total 1,000 acres of both creeks needed to be cleaned, Mr. Hastings estimated the cost at \$1 million if contracted out, or in-house would require \$100,000 for one time equipment purchase, and the city would have to hire an additional three person crew; the new crew would work drainage six months and streets six months. He estimated the annual recurring cost at \$160,000 for staff only, not including equipment rental or purchase and supplies. He stressed that the city would first have to get past private ownership and maintenance responsibility and liability issues, and each

area would have to be redone every five years. The only access point the city currently had to Town Creek was a small drainage area on Hamilton Street.

Mr. Hastings noted the city needed a current city-wide drainage master plan; the existing plan was prepared in 1980 and identified capital improvements inside the city limits at that time. He also noted that the city assumed drainage maintenance responsibility when areas were incorporated.

Regarding the 2002 flood, Mr. Hastings noted 12-17 inches of rain fell in 1 hour; staff mapped the debris line as a benchmark; based on the debris line, it was determined that the 2002 flood was considered a 1,000 year flood event for Quinlan Creek, and Town Creek was a 100 year flood event.

Mr. Parton cautioned that the city must treat all property owners the same and could not do work on private property that would benefit just that owner. He also discussed potential liability, and noted if the city removed vegetation, the city could become responsible for erosion control and embankment stabilization. He recommended a city-wide systematic program to address drainage.

Council and staff also discussed the following points:

- What responsibility and requirement did private property owners have to maintain their property? Mr. Hastings noted code enforcement of nuisance areas under current city ordinance. Mr. Hayes noted in 2002 the city tried to acquire easements in order to maintain their property, but only a few participated. The only other option is for the city to adopt and enforce regulations for creeks.
- If property owners do not maintain their property in the floodway, it affects other's property and creates a potential for flooding.
- Were any grants available for floodplain maintenance? Mr. Parton stated a few years ago the city looked at a 90-10 matching grant from the Texas Water Development Board; however the city would first have to provide an hydrological evaluation of water sheds in order to proceed with a grant application, and one objective would be to document existing conditions and prepare a strategy and recommendations and capital list to address needs. When the city reviewed the actual portion that would qualify for the grant, it did not address the city's local issues or justify the expense needed; the city's share of the local match would be approximately \$350,000. A few years ago the city looked at putting aside \$.5 million each year out of bond funds to do small drainage projects; the city had accomplished those smaller projects and the larger projects would likely exceed \$1 million as they required significant infrastructure.
- Concerned about the smaller, more frequent floods that went into homes and businesses.
- A city project should not benefit just a certain property; and maintaining one private property could set precedence for future requests.
- If the city maintained private property now, it could end up with the property in perpetuity.

The consensus of council was that staff should prepare recommendations and options for council's review; options should include a mechanism for maintenance enforcement of private property. If staff determined an area could be managed without impact on the budget or staff time, council would consider staff's recommendation.

7B. Water resources update.

Mr. Hastings noted the Texas Drought Monitor indicated the city was currently in moderate to severe drought. Recent rain brought the 2012 total to 5.9 inches. The 25 year average river flow was 140 cfs; currently at 34-35 cfs with recent rains. Long range models indicate rainfall will become normal in the fall. The city may stay in Stage 1 through the end of July. USGS recently recalibrated river flow gauges and recent rain have resulted in no notices from the state water master to cutback; the city currently was not diverting water from the river; over 700 mg was stored in ASR.

7C. Budget and economic update.

Mr. Erwin noted that in the past 20 months sales tax had increased over the same month in the previous year. HOT was down in June 2012 compared to June 2011. Water revenue was coming in at budget. Tax collection with KISD was working well, and the funds collected were transferred to the city daily. Revenue exceeded expenditures in the general fund and water and sewer fund.

8. **BOARD APPOINTMENTS:**

8A. Appointment to the library advisory board.

Mr. MacDonald moved to appoint Thomas David Jones with term to expire November 22, 2013; Mr. Allen seconded the motion and it passed 5-0.

8B. Appointment to the planning and zoning commission.

Mr. MacDonald moved to appoint John Barton Stevens with term to expire January 1, 2013; Mr. Allen seconded the motion and it passed 5-0.

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

10. **ANNOUNCEMENTS OF COMMUNITY INTEREST:**

- Playhouse 2000 Wizard of Oz presentation to begin July 27; suggested placing information on the city's website.
- Kerrville Triathlon scheduled for September 28-30.

11. **EXECUTIVE SESSION:** None

12. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:** None.

13. **ADJOURNMENT.** The meeting adjourned at 7:11 p.m.

APPROVED: _____

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
OF A SPECIAL MEETING

KERRVILLE, TEXAS
JULY 19, 2012

On Thursday July 19, 2012, the meeting between the Kerrville City Council and the Convention and Visitors Bureau was called to order by Mayor Pratt at 3:00 p.m. at the Butt-Holdsworth Memorial Library, meeting room, 505 Water Street, Kerrville, Texas.

CITY COUNCILMEMBERS PRESENT:

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

CITY COUNCILMEMBERS ABSENT: None

CITY STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Asst. City Manager
Brenda G. Craig	City Secretary
Mike Erwin	Director of Finance
Mindy Wendele	Director of Business Programs
Kim Meismer	Director of General Operations

CVB BOARD PRESENT:

Lew Williams	Bob Miller
Jan Lynch	John Helm
Tom Myers	Karol Schreiner
Mike Lemmons	

CVB STAFF PRESENT:

Sudie Burditt, Executive Director
Julie Land

CONSIDERATION AND POSSIBLE ACTION:

City council priorities and objectives pertaining to convention and tourism marketing efforts and current Convention and Visitors Bureau (CVB) activities.

Ms. Burditt provided the draft CVB 2012-2013 Marketing Plan.

The council recognized Sudie Burditt for almost 30 years of service as CVB executive director, and noted the CVB was in the process of interviewing applicants to fill Ms. Burditt's position upon her retirement in December 2012.

Mr. Parton noted the FY2012 Hotel Occupancy Tax (HOT) budget included: \$725,000 to CVB; \$105,000 for events coordinator budget; and \$50,000 for the arts co-operative.

He noted the city had not allocated any funds to the HOT reserve fund for several years. Mr. Parton and Ms. Burditt noted the events coordinator position had not been implemented because the community did not have sufficient venues to market and support additional events, and the project would not meet expectations.

The City Council and CVB Board discussed the following:

- Council assured CVB that the city was not proposing to merge CVB with the Kerr Economic Development Corporation or the Chamber of Commerce, despite rumors.
- The CVB contract would expire in 2013; CVB had already posted the executive director position and was receiving resumes; CVB was concerned that they may be misrepresenting the way CVB would operate in the future.
- CVB made changes to the marketing plan every year and often changed advertising venues based on tracking the results of advertising.
- The economic downturn resulted in a significant decrease in HOT revenue in FY2012, also hotels had lowered their rates to compete for tourism.
- Hotels were full on weekends, but there continued to be a lack of business on weekdays; discussed CVB's lost business report and noted 400 groups that could meet in Kerrville during the week if there was a meeting facility. The city had an incentive package for a convention facility out now and was working through KEDC to determine if there was any interest in building a convention facility in Kerrville.
- Mayor Pratt read a list of topics that had been previously discussed by city staff.

Ms. Burditt stated that the city's budget process as it related to HOT funding had not proceeded as it had in past years and was concerned that CVB may not be funded for 2013; therefore, she had not signed any advertising contracts, and if delays continued, the city would miss advertisements in fall and winter publications. It was noted that the city council had not discussed not funding CVB.

Ms. Lynch expressed dissatisfaction with the council's decision to move the fireworks from July 4th to June 30, stating there was nothing to do in Kerrville to celebrate the 4th and people had to go elsewhere to see fireworks.

Mr. Conklin noted the Independence Day Celebration held on Saturday, June 30 was organized by a private group with the intent to bring more people to Kerrville to increase tourism and have a financially successful event. More people could stay overnight and shop if the event was not on a workday, which July 4th was on Wednesday. The committee members did not have anything to gain personally from the event, and they hoped to build attendance for the event in future years, and July 4, 2013, would be on a Thursday. He noted that funding for the fireworks was donated, and the council made the decision to coordinate the fireworks with the weekend celebration. He stated it would be too costly to hold two events, noting the city staff expense was about \$30,000.

Mr. Parton estimated the FY2013 HOT revenue to be \$835,000 and proposed allocation: \$775,000 to CVB; \$50,000 for arts co-operative; and \$10,000 for audit and collection services. Ms. Burditt projected HOT revenue for FY2013 would be \$842,850,000.

The consensus of the council was to reaffirm commitment to the CVB and to instruct staff to place an item on the July 24 agenda to allocate all hotel occupancy tax revenue for FY2013.

The meeting adjourned at 4:19 p.m.

APPROVED: _____

ATTEST:

Jack Pratt, Mayor

Brenda G. Craig, City Secretary

On July 24, 2012, the City of Kerrville Employee Benefits Trust met at 6:59 p.m. in the city hall council chambers, 800 Junction Highway, Kerrville, Texas.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

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

CITY EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Kim Meismer	Director of General Operations

CONSIDERATION AND POSSIBLE ACTION:

Authorize the city manager to execute contracts for fiscal year 2013 medical and dental with United Health Care.

Ms. Meismer reported 5 medical bids and 7 dental bids were received on July 11; other benefits were under two year contracts. The cost to the city per employee for all benefits for FY13 was \$7,100 as compared to \$8,950 in FY10; \$7,800 in FY11; and \$6,800 in FY12. In FY13 employees would also be offered the option of participating in a "buy up" plan at a higher employee contribution. Ms. Meismer noted the city experienced an 87% in medical, and 88% in dental, claims to premium ratio in FY12, resulting in higher premiums for FY13. After negotiations, United Health Care offered a savings of \$17,220 on the medical plan by combining dental and medical, resulting in an overall 5% increase from FY12. Ms. Meismer reviewed the plans and recommended awarding the employee medical and dental contract for FY13 to United Healthcare.

Ms. Keeble moved to authorize the city manager to execute the contract with United Healthcare as presented. Mr. Conklin seconded the motion and it passed 4-0.

Adjournment.

The City of Kerrville Employee Benefits Trust meeting adjourned at 7:16 p.m.

APPROVED: _____

ATTEST:

Jack Pratt, Jr., Chairman

Brenda G. Craig, City Secretary

Agenda Item:

3B. Authorize issuance of a junkyard license at 504/506 Peterson. (staff)

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

SUBJECT: Approval of Junkyard License Application at 504/506 Peterson

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** July 25, 2012

SUBMITTED BY: Danny Batts **CLEARANCES:** Kristine Ondrias
Heather Stebbins

EXHIBITS: Application to City Council – Junkyard License for 504/506 Peterson

Section 58-141 through Section 58-162 of the City Code of Ordinances

Memo Danny Batts, - July 23, 2012

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 DIRECTOR OF FINANCE:

BACKGROUND

Sections 58-141 through 58-161 of the City Code allow for the regulation of junkyards through city licensing with those licenses being approved by the City Council.

Nelson Douglas Grona, the owner/operator of an existing junkyard at 504-506 Peterson, has made application to the City Council for this required junkyard license.

The junkyard was in existence when the area was annexed into the city, and therefore, has been allowed to continue its use as a nonconforming pre-existing use under the zoning ordinance.

Exemption from regulation under the zoning code does not exempt Mr. Grona from regulation and licensing requirements under Section 58.

Since 2011, Development Services staff in partnership with the Fire Marshal's Office and the Assistant City Attorney has been working with Mr. Grona to properly and safely screen, separate and store his inventory. Currently, the junkyard operation at 504-506 Peterson substantially compiles with the requirements outlined in Section 58.

Council action on this application will be used to establish an annual renewal date. Prior to annual renewal appropriate City staff will inspect the facility, notify the owner of

any violations of adopted nuisance, building and/or fire codes and require correction of those violations. In addition, staff will retain its right to inspect the premise on an as needed basis to insure continued compliance.

RECOMMENDED ACTION

Direct the City Secretary to issue a license to operate a junkyard to Mr. Nelson Douglas Grona for 504/506 Peterson, subject to his continued compliance with the following:

- The operation cannot expand beyond its current area,
- The operation shall remain in compliance with sections 58-141 through 58-162 of the municipal code, and
- The operation shall remain in compliance with all local, state and federal regulations applicable to his operation.

DIVISION 1. - GENERALLY

Sec. 58-141. - Application of article.

Sec. 58-142. - Fence required; maintenance.

Sec. 58-143. - Location.

Sec. 58-144. - Access and inspection by fire marshal; correction of fire hazards.

Sec. 58-145. - Penalty for violation.

Secs. 58-146—58-160. - Reserved.

Sec. 58-141. - Application of article.

Any place used or maintained by any person as a junkyard or dumping ground, or for the wrecking or dissembling of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn out, wrecked, or abandoned automobiles, trucks, tractors, or machinery of any kind, or of any of the parts thereof, or for the maintenance or operation of such places for the accumulation of rubbish of any description, is declared to be a public and common nuisance, being obnoxious and offensive to the inhabitants of the city because of its interference with the comfortable enjoyment of life and property by the inhabitants of the city, and is prohibited within the city limits of the city, unless such activity is conducted in the manner prescribed in this article.

(Bk. 11, pg. 37, § 1, 9-1-1936; Code 1968, art. 9-V-1)

Sec. 58-142. - Fence required; maintenance.

Any person granted a license as provided for in section 58-161 shall keep the premises used in the operation and maintenance of such business in a neat and orderly condition. The property and premises on which such business is conducted shall be enclosed by a tight board fence at least ten feet high, and such fence shall be kept in a neat condition, and no junk of any character of parts, or machinery of any kind shall be allowed to remain outside such fences.

(Bk. 11, pg. 37, § 3, 9-1-1936; Code 1968, art. 9-V-3)

Sec. 58-143. - Location.

No person shall be granted a license as provided for in section 58-161 to maintain or operate such business within the fire limits of the city, as now established, or as may be later established by ordinance, or within 600 feet of any church, school building, or other public building, or facing or abutting upon any state or federal highway as now located or as may later be located.

(Bk. 11, pg. 38, § 4, 9-1-1936; Code 1968, art. 9-V-4)

Sec. 58-144. - Access and inspection by fire marshal; correction of fire hazards.

The premises of every business licensed pursuant to section 58-161 shall be kept in a neat and orderly manner so as to reduce fire hazards to a minimum. The fire marshal shall have access to the premises at all times for inspection. The owner shall correct all fire hazards as directed by the fire marshal within 24 hours after receipt of written notice. Failure to correct fire hazards shall be deemed as sufficient grounds for the city council to cancel the license of such business.

(Bk. 11, pg. 38, § 5, 9-1-1936; Code 1968, art. 9-V-5)

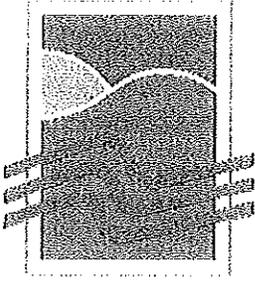
Cross reference— Fire prevention and protection, ch. 50.

Sec. 58-145. - Penalty for violation.

Any person violating any of the terms and conditions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to the penalty provided in section 1-7.

(Bk. 11, pg. 38, § 7, 9-1-1936; Code 1968, art. 9-V-7)

Secs. 58-146—58-160. - Reserved.



City of Kerrville
200 Sidney Baker St. NORTH
Kerrville, Texas 78028
830.258.1178 (O)
830.896.0517 (F)
danny.batts@kerrvilletx.gov

MEMORANDUM

TO: Kristine Ondrias

FROM: Danny Batts, Interim Director of Building Services

DATE: 7/23/2012

SUBJECT: Inspection 506 Peterson Dr.

On 7/23/2012 Fire Marshall Pat Dunlap and Interim Director of Building Services Danny Batts conducted an annual licensing inspection of the junkyard operation located at 506 Peterson Drive. During this inspection no violations of the City's junkyard regulations (section 58-141 through section 58-162 of the City Code of Ordinances) were identified. If you have any questions or need further information, please let me know.

Sincerely,

Danny Batts
Interim Director of Building Services



Junkyard License-Application to City Council

NAME OF ESTABLISHMENT: GROVA RECYCLING

Individual Partnership Corporation

Owner's Name: DOUG GROVA Drivers License #: 05590512

Type of Business: JUNKYARD + SCRAP METAL RECYCLING

Phone 830-792-1823 Fax#: _____

Address of Establishment: 504-506 PETERSON DR.

Legal Description of Property _____

City, State, Zip KERRVILLE, TX 78028

OPERATOR INFORMATION

Name: DOUG GROVA Drivers License #: 05590512

Phone # 830-792-1823 Fax # _____

Address: 506 PETERSON DR.

City, State, Zip KERRVILLE, TX 78028

Fee: \$5.00 per year

APPROVAL:

_____ Date _____

City Clerk
City of Kerrville Texas
800 Junction Hwy.
Kerrville TX, 78028
(830)257-8000

Sec. 58-162.of the City of Kerrville Code of Regulations:

Revocation.

The city council of the city shall have the power to revoke the license provided for in this article at any time for good cause, but only after notice has been given to the owner of the business of a hearing to be held not less than ten days after the service of such notice.

(Bk. 11, pg. 38, § 6, 9-1-1936; Code 1968, art. 9-V-6)

Agenda Item:

3C. A resolution authorizing the city to participate in Texas CLASS, a local government investment pool, and designating the authorized representatives.
(staff)

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

SUBJECT: Resolution authorizing the participation in Texas CLASS and designating authorized representatives

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** August 3, 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 Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$	\$	\$	

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

SUMMARY STATEMENT

The City of Kerrville maintains funds in different three public funds investment pools, TexPool, TexStar and Texas TERM. The attached resolution authorizes the City to participate in Texas CLASS, 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 Texas CLASS. 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 Texas CLASS and employees to serve as Authorized Representatives.

Texas CLASS

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the "Act"), requires the governing body of each local government in this State to adopt investment policies in accordance with the terms of the Act; and WHEREAS, pursuant to the requirements of the Act, the Board of Trustees (the "Governing Body") of the _____ (the "Local Government") has previously reviewed and adopted an investment policy (the "Policy") that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety and liquidity; and WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed _____ to act as the investment officer of the Local Government (the "Investment Officer"); and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated March 3, 1996 (the "Information Statement"), of Texas Cooperative Liquid Assets Securities System, an investment pool administered by Cutwater Investor Services Corporation (the "Program"), which sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy, and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program is to be created through a trust agreement, dated as of January 1, 1996 (the "Trust Agreement"), which provides the terms on which the Program will operate and the rights of the participants in the Program and sets forth the responsibilities of Cutwater Investor Services Corporation as the administrator of the Program (the "Administrator"), and of Wells Fargo Bank as custodian (the "Custodian");

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT: That the form, terms and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program participants and the duties and responsibilities of the Administrator, be and the same are hereby approved and adopted; and that the Investment Officer be and he is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government, a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved, that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy, and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved, that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved, that the Governing Body hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved, that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered and directed from time to time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper; and be it further

Resolved, that this Resolution shall take effect and be in full force and effect upon and after its passage.

Mayor:

Board Secretary:

Print Name _____	Print Name _____
Signature _____	Signature _____
Date _____	

July 19, 2012

Mr. Mike Erwin
Director of Finance
City of Kerrville
800 Junction Hwy
Kerrville, Texas 78028

Re: Investment Policy

Dear Mr. Erwin,

Thank you for your interest in the Texas CLASS program. This letter is to acknowledge that the Texas CLASS staff has received from you (the "Investor") and reviewed the Investment Policy (described in (ii) below) and the form of resolution (the "Resolution") proposed for adoption by your governing body (the "Governing Body") approving the Investment Policy. According to the Resolution, the Investment Policy has been developed in accordance with the requirements of the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "Act"), and, upon adoption, will authorize you to deposit funds in Texas CLASS for investment by Texas CLASS. You also have represented to the undersigned that:

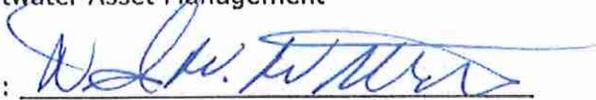
- i. The Investment Officer named in the Resolution has been, or upon adoption of the Resolution will be, (a) duly designated by official action of the Governing Body to act as its Investment Officer pursuant to the Act, (b) vested with full power and authority under the Act and other applicable law (collectively, the "Authorized Investments Law") to engage in investment activities on behalf of the Investor and to perform all obligations in connection therewith, and (c) duly authorized to execute this letter on behalf of the Investor for the purpose of confirming the representations of the Investor set forth herein;
- ii. Pursuant to the Act, the Governing Body of the Investor has, or will upon approval of the Resolution have, duly adopted a written investment policy, including an investment strategy (as the same may be amended, the "Investment Policy"), and the Investment Officer (a) has furnished a true and correct copy of the Investment Policy to us and (b) will promptly notify us of any rescission of, or amendment to, the Investment Policy, provided that we shall be entitled to rely upon the most recent version of the Investment Policy furnished by the Investment Officer; and
- iii. The Investor has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions with Texas CLASS, and prior to investing assets through the Texas CLASS program, the Investment Officer will determine that the contemplated investment is authorized under the Authorized Investments Law and is consistent with the Investment Policy.



Texas CLASS acknowledges that it has reviewed the investment policy of the above-named entity and has implemented reasonable procedures and controls in an effort to preclude investment transactions involving funds invested on behalf of Texas CLASS participants that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards. The Texas CLASS Program allows the purchase of investments that are authorized by the Act. Texas CLASS is committed to the high standards and level of service that participants expect in the investments of their funds.

Sincerely,

Cutwater Asset Management

By: 

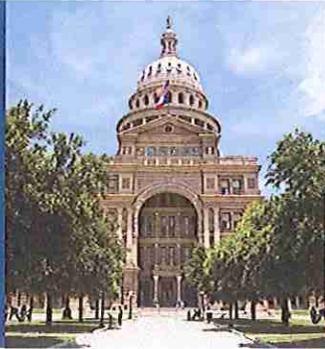
David W. Witthohn, CFA, CIPM
Director

The foregoing representations of the Investor are true and correct as of the date hereof. Please remit acceptance of this letter of acknowledgment to the above address.

City of Kerrville

Accepted by: _____
Investment Officer

Texas
CLASS[®]



Information Statement

May 2012



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Texas CLASS Information Statement, May 2012

No person or entity has been authorized to give any information or to make any representations other than those contained in this Information Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by Texas CLASS, its Board of Trustees, the Investment Advisor or any agent of Texas CLASS or the Board of Trustees.

Each potential Participant is given a copy of the Trust Agreement and this Information Statement before becoming a Participant in Texas CLASS. This Information Statement contains a summary of the Trust Agreement. This summary is qualified in its entirety by reference to the full text of the Trust Agreement. All potential Participants are encouraged to read the Trust Agreement in its entirety for more complete information regarding the program.

Additional information that is a required part of this Information Statement is included in the monthly Program Statements furnished to each Participant. The Information Statement will be updated through supplemental material and may be used only if it is accompanied by such information.

PART 1 Overview of Trust Agreement and Program

Part I of this Information Statement contains certain information about the operations and policies of the Texas Cooperative Liquid Assets Securities System Trust ("Texas CLASS" or the "Trust"). The parties to the Trust Agreement are Texas local government entities that choose to participate (the "Participants"), Cutwater Investor Services Corp. as Program Administrator (the "Program Administrator"), and Wells Fargo Bank, NA as Custodian (the "Custodian").

A. Participant Investments

The purpose of the Trust is to establish an investment pool through which a Participant may pool any of its funds or funds under its control in order to preserve principal, to maintain the liquidity of the Participant, and

to maximize yield in accordance with the Public Funds Investment Act (the "Act"), Section 2256.01, et seq., Texas Government Code, or other laws of the State of Texas, from time to time in effect, governing the investment of funds of a Participant or funds under its control. The Trust Agreement is an agreement of indefinite term regarding the investment, reinvestment, and withdrawal of local government funds.

Under the Trust Agreement, there are four general objectives of the Trust: (i) Legality - investing only in investments legally permitted under Texas law; (ii) Safety - minimizing risk by managing portfolio investments so as to preserve principal, maintain a stable net asset value, and maintain the highest rating for the Trust from a nationally recognized statistical rating organization for so long as such rating is required by Texas law; (iii) Liquidity - managing portfolio investments to ensure that cash will be available as required to finance Participants' operations; and (iv) Yield - maximizing current income to the degree consistent with legality, safety, and liquidity.

Eligible Participants are any municipality, county, school district or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of State government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken the actions required by Section 2256.016 of the Act and that has executed either the Trust Agreement or a counterpart of the Trust Agreement or a participation certificate. Any local government entity that becomes a Participant has the same rights and obligations under the Trust Agreement as other Participants.

Each Participant shall have the right to invest funds for credit to such Participant's account. There is no minimum amount that must be invested pursuant to the Trust Agreement, nor is there any limitation on the aggregate amount of funds that any Participant may invest at one time. Similarly, each Participant has the right from time to time to request payment of an amount equal to or less than the amount of funds in the Participant's account. Subject to meeting the daily times for giving notice, which may be adjusted by the Program Administrator, there is no limitation on the period of time that funds may be invested

through the Trust prior to such payment. Upon receipt of any payment request, the Program Administrator notifies the Custodian of the payment request from a Participant and the requested amount is paid by the Custodian to, or on behalf of, such Participant not later than the next business day, subject only to certain calamities or crises that may affect the financial markets of the United States, as specified in the Trust Agreement.

Any Participant may withdraw from the Trust Agreement at any time without penalty upon written notice to the Program Administrator, who will notify the Custodian and the Board of Trustees upon receipt of such notice. The withdrawal becomes effective when the Participant's account is equal to zero. If any Participant breaches any material covenants contained in the Trust Agreement or if any of its representations cease to be true, it shall be deemed to have given notice of withdrawal.

Each Participant must designate a representative to act for the Participant under the Trust Agreement for all purposes, including the giving of consent on behalf of the Participant and receiving notice on behalf of the Participant. Pursuant to Section 2256.005 of the Act, such representative must be the investment officer that is empowered by the charter, ordinances, and any local regulation to direct the investments for such Participant. Such representative is not required to devote the representative's entire time to duties under the Trust Agreement.

Such representative shall be the official responsible for the investment of funds into the Trust and all payments made from the Trust for the Participant represented by such representative. In making investment and payment requests, each representative should use judgment and care to achieve the following objectives in the indicated order: (i) preservation and safety of principal, (ii) liquidity, and (iii) yield.

B. Trustees and Board of Trustees; Advisory Board

Pursuant to the Trust Agreement, Texas CLASS is supervised by a Board of Trustees, each of whom is elected by the Participants. The Board of Trustees (the "Board") supervises the Trust and its affairs and acts as the liaison between the Participants, the Custodian and the Program Administrator. The Board administers the affairs of the Trust and enters into contracts and agreements on behalf of the Trust in order to effectuate the terms of the Trust Agreement. It also selects the consultants for Texas CLASS, including the Program Administrator and the

Custodian, subject to the terms of the Trust Agreement.

The Board of Trustees is selected at the annual meeting of the Participants. Any representative may be nominated as a Trustee. The number of Trustees to be selected shall be determined by the Participants at such meeting and shall be an odd number of three (3) or more. The current list of Trustees is available at www.texasclass.com/board.

The expenses of each Participant to attend the annual meeting are borne by each Participant. The reasonable out-of-pocket expenses of the Trustees incurred in performing their duties and attending meetings of the Board of Trustees are expenses of the Trust.

Pursuant to Section 2256.016(g)(2), the Board of Trustees has appointed an Advisory Board composed of Participants and other persons who do not have a business relationship with the Trust, but are qualified to advise the Trust. The Advisory Board provides advice to the Board of Trustees and the Program Administrator about the Investment Policy and Investment Strategy of the Trust and about other matters as requested by the Board and the Program Administrator. The current list of Advisory Board members is available at www.texasclass.com/advisory.

C. Duties of the Program Administrator and the Custodian

In order to facilitate the business of Texas CLASS, and in conformance with the Act, the services of a Program Administrator and a Custodian are employed by the Trust. The duties of the Program Administrator and the Custodian are specifically set forth in the Trust Agreement.

Subject to the supervision of the Board of Trustees, the Program Administrator is responsible for advising the Board concerning investments which appear to the Program Administrator to be advantageous to the Participants within the investment criteria set forth in the Trust Agreement.

The Program Administrator shall also implement or cause to be implemented securities transactions of Texas CLASS on behalf of the Board and the Participants, and shall provide other investment advisory services as called for by the Trust Agreement. Some of these services include the execution of agreements and other documents on behalf of and as agent for the Trust containing representations, warranties and covenants common for such agreements and documents within the investment industry. The

Program Administrator also provides portfolio valuation services.

The Program Administrator from time to time may propose to the Participants that the Participants establish specially designated subaccounts with investment payment procedures, fees or other characteristics different from those set forth in the Trust Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding period prior to payments or certain other conditions to be met for payments, such as possible payment penalties, or additional fees for administering such specially designated subaccounts. A Participant in its sole discretion may create any such special subaccount using the same procedure for establishing other subaccounts. The establishment of such special subaccounts is not deemed to be an amendment of the Trust Agreement. Any subaccount that is created is subject to the terms set forth in the proposal of the Program Administrator until the terms governing such special subaccount are amended pursuant to the Trust Agreement.

The Program Administrator performs certain administrative functions on behalf of the Board of Trustees. These functions include maintaining records, assisting in the organization of the annual meeting of the Participants and the meetings of the Board, responding to inquiries and other communications with Participants, paying certain expenses of the Trust, and engaging in marketing activities to promote participation of Texas governmental entities in the Trust.

In its Fifth Amended and Restated Trust Agreement with Texas CLASS dated December 14, 2011, the Program Administrator charges its fee on a sliding scale. The maximum fee is 13 basis points on assets up to \$200 million. The full sliding scale of the current management fee is specified in the Trust Agreement available at www.texasclass.com/document. Fees accrue daily and are deducted from portfolio earnings prior to the recording of daily Participant investment results. The fee is paid monthly and may be waived or abated at any time, in the sole discretion of the Program Administrator. The Program Administrator's fee covers the following costs and expenses of program operation:

- third parties retained by the Program Administrator to render investment advice,
- all Investment Property record-keeping expenses,
- preparation of monthly and annual reports,
- execution of Participant surveys and mailings,

- sales, marketing, and client service functions (including Web site maintenance and certain conference sponsorships), and
- valuation of the Investment Property.

The following expenses shall be accounted for and accrued daily on the official books of the Trust by the Program Administrator based upon executed contracts and agreements or invoices received and shall be paid from the earnings of the Trust. Any earnings of the Trust in excess of the outlined administrative expenses shall be credited to the Participants in a manner that equitably reflects the different amounts and terms of the Participants' investment in the Trust. The Trust shall bear the following costs, including:

- the Custodian's fee,
- all securities clearance transaction charges,
- all auditor and legal counsel charges,
- all Participant and Board of Trustee meetings charges,
- outgoing wire charges of the Custodian, and
- obtaining a rating (if any).

**The expense allocations set forth above become effective on or about July 1, 2012.*

The fees and expenses of any letter of credit or other credit or liquidity enhancement obtained for the benefit of the Trust or the Participants and the cost of obtaining a rating, if any, on the Trust from a nationally recognized statistical rating organization shall be borne by the Trust.

Wells Fargo Bank, NA serves as Custodian of Texas CLASS. The Custodian is, among other things, responsible for the receipt and safekeeping of all cash, securities or other assets comprising the cooperatively invested assets. Such assets are held for the benefit of the Trust in the name of the Custodian or its nominee.

The Custodian also collects the income on investments and allocates it in accordance with the instructions from the Program Administrator and the provisions of the Trust Agreement. The Custodian is required to hold the investments of the Trust separate and apart from other property of the Custodian and assure that such property is never deemed an asset or liability of the Custodian.

D. Investment, Payment, Valuation Procedures

Specific investment, payment, and valuation procedures are described in Exhibits A through C of the Trust Agreement. Such Exhibits may be amended by the

Program Administrator.

Exhibit A describes the time by which funds must be received by the Custodian in order to make investments on the same business day. Exhibit B provides the timetable for receipt of notice in order to make payments on the same business day.

As provided in Exhibit C, on a daily basis, normally at 5:00 pm Eastern time, the Investment Property Value is determined by using the amortized cost valuation method. This involves initially valuing a security at its costs and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

At least daily, the Investment Property Value is determined on a mark-to-market basis as described in Exhibit C. As an alternative, the market value of all or a portion of the account securities may be determined using the matrix method. Matrix pricing involves grouping securities into a matrix by type, maturity, and short-term credit rating. A primary dealer who makes markets in those securities will provide the bid side prices for the matrix.

E. Permitted Investments

Texas CLASS has been specifically designed for the use of Texas local government entities. Accordingly, the portfolio of Texas CLASS consists solely of securities in which such entities are permitted to invest funds pursuant to the Act. In addition, such securities must also be permitted by Rule 2a-7, even though Rule 2a-7 is not applicable to the Trust. All investment securities purchased for Texas CLASS, including those with repurchase agreements, are delivered to the Custodian and held for the benefit of the Trust and its Participants. Home rule city and county charters may have provisions more restrictive than the Act regarding investments of their money and such restrictions may not be complied with by Texas CLASS. Any such restrictions are the sole responsibility of each Participant. The Trust may invest in any or all of the legal investments specified in Sections 2256.009 through 2256.016, of the Act (referred to herein as "Permitted Investments"). Such investments may include, without limitation, the following:

- U.S. Treasury Bills, Notes, and Bonds,
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities,
- State and local government obligations (subject to

limitation),

- Certificates of Deposits of a State or National Bank domiciled in the State of Texas guaranteed or insured by the FDIC,
- Bankers' Acceptances,
- Mutual Funds,
- Repurchase Agreements,
- Highly Rated Commercial Paper, and
- Guaranteed Investment Contracts.

The Board of Trustees has adopted an Investment Policy and Investment Strategy that further provides what investment instruments the monies of Texas CLASS may be invested and reinvested in. Texas CLASS may only invest in those instruments authorized by the act. The current Texas CLASS investment policy is available at www.texasclass.com/document.

No funds of Texas CLASS may be invested in the following or in any other type of investment prohibited by the Act or other applicable law:

- obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's),
- obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's),
- collateralized mortgage obligations that have a stated final maturity date of greater than 10 years, and
- collateralized mortgage obligations, the interest rates of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters).

No more than 5% of the total portfolio of Texas CLASS may be invested in securities issued by one issuer. The maximum portfolio exposure to United States dollar denominated securities issued in the United States by United States branches and/or subsidiaries of foreign entities is 25% of assets.

All investments made on behalf of the Trust shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives in order of priority: (1) preservation and safety of principal; (2) liquidity; and (3) yield.

F. General Information Regarding the Trust

The intent of the Trust is to maintain a net asset value of \$1.00, however, due to the risk of market price fluctuation there is no guarantee that a net asset value of \$1.00 can be maintained. The Investment Criteria as described in Exhibit E of the Trust Agreement and the Investment Policy and Investment Strategy may be amended by a majority of the Board of Trustees.

Texas CLASS will seek to attain its investment objectives. However, no guarantees or assurances can be given that Texas CLASS will achieve its investment objectives or that any benefit described in this Information Statement will result from the placement of moneys in Texas CLASS.

G. Portfolio Transactions

Pursuant to the Act, the Board of Trustees has appointed the Program Administrator to invest and manage the funds of the Trust. Texas CLASS's portfolio transactions occur primarily with major dealers in money market instruments acting as principals. Such transactions are normally on a net basis which do not involve payment of brokerage commissions. Transactions with dealers normally reflect the spread between bid and asked prices.

H. Program Information

For the most current information on the Texas CLASS program, please visit www.texasclass.com.

PART 2

Investing Through Texas CLASS

A. How to Open an Account with Texas CLASS

Any municipality, county, school district, or authority created under Section 52(b)(1) or (2) Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, any office, department, commission, board, or other agency that is part of any branch of state government, institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken action required by Section 2256.016 of the Act ("Public Entity") may join Texas CLASS's investment program. In order to join Texas CLASS an eligible Public Entity must adopt the Trust Agreement through a majority vote of its

governing body. To obtain information on how to become a Participant, please contact the Client Service Desk at 800-707-6242. Upon Texas CLASS's receipt and acceptance of such forms and any other necessary documents, the Public Entity will be a Participant of Texas CLASS and may make its initial investment of funds.

B. Investments and Payments

Investments in and payments from the Trust can be made by Participants on any business day by notifying the Program Administrator by telephone, written notice, or over the secure internet program, Client Connection. It is the responsibility of Participants to provide instructions to their respective banks to wire or electronically transfer funds to the account at the Custodian when contributions are made. Participants are responsible for any wire charges billed by their own banks. Custodian wire charges are an expense of the Trust.

For security purposes, only previously designated Participant officials may conduct transactions, and funds will only be wired to payees listed on the list of approved payees provided by the Participant to the Program Administrator in advance of the payment. For telephone transactions, all conversations are recorded for accuracy and verification.

A Participant may withdraw from Texas CLASS at any time at its discretion by sending an appropriate written notice to Texas CLASS.

C. Reports to Participants

Each Participant receives an annual report containing the audited financial statements of Texas CLASS, including a statement of assets and liabilities and a statement of operations and changes in net assets of the Trust. Texas CLASS's fiscal year end is June 30 of each calendar year. Each Participant receives a monthly report of its own account. Potential Participants are advised to review the financial reports of Texas CLASS that are made available to them.

D. Identity of Advisors

The Program Administrator

Cutwater Investor Services Corp. is the Program Administrator under the Trust Agreement. Cutwater Investor Services Corp. is an SEC-registered investment advisor and part of the Cutwater Asset Management group of companies located at 113 King Street, Armonk, New York 10504. Its phone number is 800-707-6242. Cutwater

Asset Management, one of the nation's largest providers of administrative and portfolio management services for local government investment pools, has extensive experience in all aspects of fixed-income investing, and has been managing short-term government investment pools for over 20 years.

The Custodian

The Custodian is Wells Fargo Bank, NA, with offices in Dallas, Houston, and multiple other locations throughout the state.

Auditors

PricewaterhouseCoopers, a national accounting firm, serves as the independent auditor of Texas CLASS and provides an opinion on the financial statements of Texas CLASS in accordance with generally accepted accounting principles. The address of PricewaterhouseCoopers is 1900 Sixteenth Street, Suite 1600, Denver, CO 80202. Its phone number is 720-931-7000.

Attorneys

Bracewell & Giuliani LLP serves as legal counsel to the Trust. The address of Bracewell & Giuliani LLP is 1445 Ross Avenue, Suite 3800, Dallas, Texas 75202. Its phone number is 214-758-1606.

Texas CLASS
815-A Brazos Street, Suite 345
Austin, TX 78701-9996
1-800-707-6242

www.texasclass.com

*TX-INFO
(Effective 05/12)*



Managed by: **CUTWATER** ASSET MANAGEMENT



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

**A RESOLUTION AUTHORIZING THE CITY TO PARTICIPATE IN
TEXAS CLASS, A LOCAL GOVERNMENT INVESTMENT POOL, AND
DESIGNATING AUTHORIZED REPRESENTATIVES**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Section 2256.001 *et seq.*) (the "Act") requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, City Council has previously reviewed and adopted an investment policy (the "Policy") that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety and liquidity; and

WHEREAS, pursuant to the Policy and the Act, City Council has appointed the City's Director of Finance to act as the investment officer for the City (the "Investment Officer"); and

WHEREAS, the Act provides that funds under the control of a local government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Investment Officer has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Investment Officer has determined that an investment in the Program will assist the City in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the City and the Program; and

WHEREAS, the City Council understands that the Program is to be created through a trust agreement, dated as of January 1, 1996 (the "Trust Agreement"), which provides the terms on which the Program will operate and the rights of the participants in the Program and sets forth the responsibilities of Cutwater Investor Services Corporation as the administrator of the Program (the "Administrator"), and of Wells Fargo Bank as custodian (the "Custodian");

WHEREAS, the City Council believes it to be in the public interest to authorize the City's participation in the Texas CLASS investment pool;

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

SECTION ONE. The form, terms, and provisions of the Trust Agreement providing for the creation of the Program and for the rights of the Program participants and the duties and responsibilities of the Administrator, be and the same are hereby approved and adopted; and that the Investment Officer be and he is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the City of Kerrville, a participation certificate evidencing the agreement of the City to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof.

SECTION TWO. City Council hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct to the extent of their review and knowledge.

SECTION THREE. City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting, and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act

SECTION FOUR. The following City employees (pursuant to their signatures, which evidence their acknowledgment, understanding, and compliance herein), and each of them, shall be and each is expressly authorized, empowered, and directed from time to time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City of Kerrville all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper:

Todd Parton, City Manager

Kathy Schneider, Accounting Clerk I

Mike Erwin, Finance Director

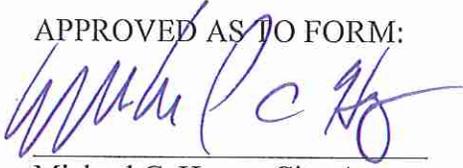
Sai Vongchampa, Budgeting/Purchasing
Manager

SECTION FIVE. This Resolution shall take effect and be in full force and effect upon and after its passage.

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

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Agenda Item:

3D. Extension of the existing contract with Maxey Energy for bulk fuel and card services through September 30, 2013. (staff)

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

SUBJECT: Extension of "Bulk Fuel & Card Services" Service

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** August 3, 2012

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

EXHIBITS: Letter from Maxey Energy

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
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Various Accounts

APPROVED FOR SUBMITTAL BY DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On June 24, 2008, the city awarded a contract to Maxey Energy for fuel & card service. Council approved a one year contract with four one year extensions. This service will be spread to the various divisions. The term of the supply contract will be October 1, 2012, through September 30, 2013.

The finance department recommends the contract be renewed for an additional year. A letter from Maxey Energy is attached, which states the terms of the contract will remain the same.

RECOMMENDED ACTION

Staff recommends that the City Council authorize the City Manager to extend the contract for the additional term.

Maxey Energy Company

206 McFarland Street
Kerrville, Texas 78028
830-257-6944 Fax 830-257-6955

July 12, 2012

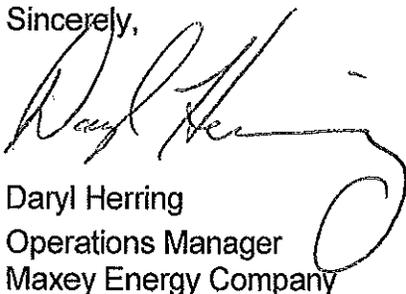
Mr. Mike Erwin
Finance Director
City of Kerrville
800 Junction Hwy
Kerrville, TX 78028

Dear Mr. Erwin:

Maxey Energy Company proposes to extend our current fuel supply contract with the City of Kerrville for an additional year. The terms of the contract will remain unchanged.

We look forward to another year of doing business with the City of Kerrville.

Sincerely,

A handwritten signature in black ink, appearing to read "Daryl Herring", written over a large, stylized circular flourish.

Daryl Herring
Operations Manager
Maxey Energy Company

Accepted:

Mike Erwin
Finance Director
City of Kerrville

Agenda Item:

3E. Appoint Guy Bason to the Kerrville Citizen Police Academy Alumni Association Board of Directors. (staff)

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

SUBJECT: Appointment of a member to the Kerrville Citizen Police Academy
Alumni Association Board of Directors

FOR AGENDA OF: August 14, 2012

DATE SUBMITTED: July 26, 2012

SUBMITTED BY: John Young
Chief of Police

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

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 DIRECTOR OF FINANCE:

SUMMARY STATEMENT

The Kerrville Citizen Police Academy Alumni Association (KCPAAA) is a non-profit organization comprised of Kerrville Citizen Police Academy (KCPA) graduates. As citizen ambassadors to the Kerrville Police Department, they are committed to assisting the department with volunteer activities and special needs. The KCPAAA functions as a support group to the department and is a liaison to the community for the department.

On December 13, 2011, the City Council approved a resolution to add the KCPAAA to the City's Liability insurance coverage and the Board of Director's to the City's Errors & Omissions coverage provided by the Texas Municipal League (TML).

One of the requirements by TML to add a non-profit corporation to a municipality's coverage is to appoint an individual to the corporation's board of directors or have a member of the governing board serving on the corporation board with voting rights.

Since no current City Council members are graduates of the KCPA, Mr. Bill Cafferty, Board President, has recommended the following individual who has graduated from the KCPA and who is willing to serve on the Board be appointed to a three (3) year term.

1. Guy Bason – Construction & Service Manager, Foxworth-Galbraith – Class #5

RECOMMENDED ACTION

Staff recommends the City Council appoint the recommended graduate to the KCPAAA Board of Directors.

Agenda Item:

4A. An ordinance annexing an approximate 9.83 acre tract of land out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and being more particularly described as 5623 Highway 27; describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

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

SUBJECT: Ordinance Reading, Annexation & Zoning Request – Consider an ordinance on the first reading annexing and zoning an approximately 9.83 acre tract of land, out of the F. Rodriquez Survey No. 72, Abstract No. 280, within Kerr County, Texas and consisting of the property addressed as 5263 Highway 27.

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** July 24, 2012

SUBMITTED BY: Jason Lutz  **CLEARANCES:** Kristine Ondrias 

EXHIBITS: Location Map, Resolution Accepting the Petition for Annexation, Annexation & Zoning Request Ordinance

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

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Annexation-Zoning Timeline:

- April 24, 2012 – Annexation petition and zoning request submitted for review and consideration.
- May 8, 2012 – City Council considers and accepts annexation petition for the subject tract by resolution No. 12-2012.
- May 22, 2012 – Notice of public hearing published in The Kerrville Daily Times.
- June 7, 2012 – Planning and Zoning Commission (P&Z) public hearing on proposed annexation and recommendation of zoning designation to the City Council.
- June 26, 2012 – City Council conducted the first required public hearing on the proposed annexation.
- June 29, 2012 – Notice of the second required public hearing published in The Kerrville Daily Times and written notification to property owners, franchise utilities, Texas Department of Transportation (TxDot) and Kerrville Independent School District (KISD).
- July 10, 2012 – City Council conducted the second and final required public hearing on the proposed annexation zoning the subject tract.

- **August 14, 2012** – City Council considers an ordinance on first reading annexing and zoning the subject tract.
- **August 28, 2012** – City Council considers an ordinance on second and final reading annexing and zoning the subject tract.

Summary:

The applicant requested annexation and zoning of a 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, located at 5263 Highway 27 and adjacent to the corporate limits of the City of Kerrville. This 9.83 acre tract is the remaining part of a 10.43 acre tract owned by the applicant, with 0.6 acres currently inside the city limits and zoned (GR) Guadalupe River District.

The land owner is proposing to use this site for the manufacturing of production equipment in the oil and gas industry, including oilfield storage tanks and other specialty oilfield production products. Fox Tank, Inc. will produce, store, and distribute its products from this location.

Given the property's use of manufacturing, staff recommends that the zoning district of 26-E be assigned to this property. According to Art. 11-1-8 (a)(3) of the city's zoning code, District 26-E is primarily to be developed as the primary industrial area for the City. Both heavy and limited industrial uses are listed as permitted, though other uses primarily intended to compliment the industrial uses are also allowed. District 26-E is intended to be expanded through annexation.

An eight inch sanitary sewer line and a twelve inch water main are located in the Highway 27 right-of-way to serve this property.

According to the City of Kerrville's Comprehensive Plan, the future land use category for this area is Industrial.

The Planning and Zoning Commission at their June 7, 2012 meeting following a public hearing, recommended annexing the subject tract and establishing a zoning designation of 26-E, by a vote of 4-0.

No one from the public appeared at the public hearing.

The City Council conducted the 1st required public hearing on June 26, 2012. No one from the public appeared at the public hearing.

The City Council conducted the 2nd required public hearing on July 10, 2012. No one from the public appeared at the public hearing.

RECOMMENDED ACTION

1. Approve the ordinance on first reading as written.

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

AN ORDINANCE ANNEXING AN APPROXIMATE 9.83 ACRE TRACT OF LAND OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, WITHIN KERR COUNTY, TEXAS; SAID PROPERTY BEING LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS 5623 HIGHWAY 27; DESCRIBING THE TERRITORY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; AND ESTABLISHING THE ZONING FOR THE AREA ANNEXED

WHEREAS, pursuant to Texas Local Government Code Section 43.052(h)(2), the owner of the property described in Section One, below, has petitioned the City of Kerrville, Texas ("City"), to annex said property into the corporate limits of the City; and

WHEREAS, having provided all required public notices, held all required public hearings at which people with an interest in the matter were provided an opportunity to be heard, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve an ordinance annexing the subject property, adopt a service plan as required by state law, and establish zoning regulations for the area;

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

SECTION ONE. The property described and depicted in **Exhibit A** is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION TWO. The petition for annexation concerning the property described in Section One, above, is attached as **Exhibit B** and incorporated herein by reference.

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C**, attached hereto and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, shall be subject to a zoning designation of the City's Zoning District 26-E and the property uses authorized within this district.

SECTION FIVE. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this Ordinance will be in accordance with the general penalty provisions contained in Article 1-1-9 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

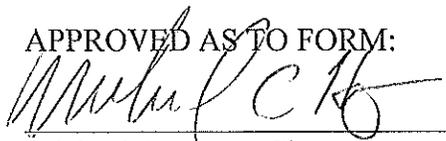
SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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

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

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE [unclear] Survey, Abstract Number [unclear], KERR COUNTY TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS:

Fox Tank Company is the sole owner of an approximately 1.000 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 111 Abstract No. 111 Kerr County, Texas, and is more particularly described as follows:

SEE EXHIBIT "A". (Paste in legal description here & provide two copies of the survey with the legal description to Development Services Department)

The above-described property is (a) one-half mile or less in width, (b) contiguous to the incorporate limits of the City of Kerrville, Texas, and (c) presently vacant and without residents or on which fewer than three qualified voters reside.

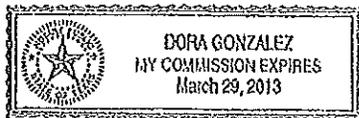
In accordance with Texas Local Government Code §43.028, Fox Tank Company hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas. SUBMITTED THIS 24th day of April, 2012.

By: [Signature]
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 24th day of April, 2012, by R. Nathan Fox for and on behalf of Fox Tank Company.



[Signature]
NOTARY PUBLIC STATE OF TEXAS

Printed Name: DORA GONZALEZ

My Commission Expires: 03-29-2013

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 9.83 ACRES OF LAND OUT OF THE FOX TANK COMPANY PROPERTY ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 9.83 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
44	O. V. Robinson	282	0.56
72	F. Rodriguez	280	9.27

part of a certain 10.43 acre tract conveyed from Heath M^cGehee, et ux to Fox Tank Company by a Special Warranty Deed with Vendor's Lien executed the 10th day of April, 2012 and recorded in File No. 12-2266 of the Official Public Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost for the southeast corner of the herein described tract and said 10.43 acre tract; which point bears, approximately, 3563 ft. North and 53 ft. East from the south common corner of said Survey Nos. 44 and 72;

THENCE, along a fence with the south line of said 10.43 acre tract: S.80°30'24"W., 549.70 ft. to a fence anglepost; S.79°49'06" W., 80.75 ft. to a fence anglepost; and S.65°51'12"W., 266.34 ft. to a fence cornerpost in the east line of a certain 6.21 acre tract conveyed as TRACT II from Richard B. Colvin and Nancy W. Colvin to John G. Rountree by a Warranty Deed with Vendor's Lien and Reservation of Adjudicated Water Rights and Restrictive Covenants executed the 5th day of June, 2009 and recorded in Volume 1742 at Page 856 of the Official Public Records of Kerr County, Texas for the southwest corner of the herein described tract and 10.43 acre tract;

THENCE, along a fence with the common line between said 10.43 and 6.21 acre tracts N.01°28'00"W., at 333.18 ft. passing a 1/2" iron stake found for the northeast corner of 6.21 acre tract and the southeast corner of a certain 14.58 acre tract conveyed as TRACT I in said Colvin to Rountree deed (Vol. 1742 Pg. 856), then continuing with the common line between said 10.43 and 14.58 acre tracts for a total distance of 607.75 ft. to a fence anglepost for the westerly northwest corner of the herein described tract and 10.43 acre tract;

THENCE, with the north line of said 10.43 acre tract: N.88°45'27"E., 821.49 ft. to a 1/2" iron stake found for a reentrant corner of the herein described tract and 10.43 acre tract; and N.01°14'33"W., 127.20 ft. to an unmarked point for the northerly northwest corner of the herein described tract;

THENCE, upon, over and across said 10.43 acre tract S.52°11'40"E., 64.38 ft. to an unmarked point in a fence, the east line of 10.43 acre tract for the northeast corner of the herein described tract;

THENCE, along or near said fence with the east line of said 10.43 acre tract S.01°14'33"E., 499.30 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes are an accurate representation of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.

(Bearing basis = True north based on GPS observations)

Dated this 24th day of April, 2012

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



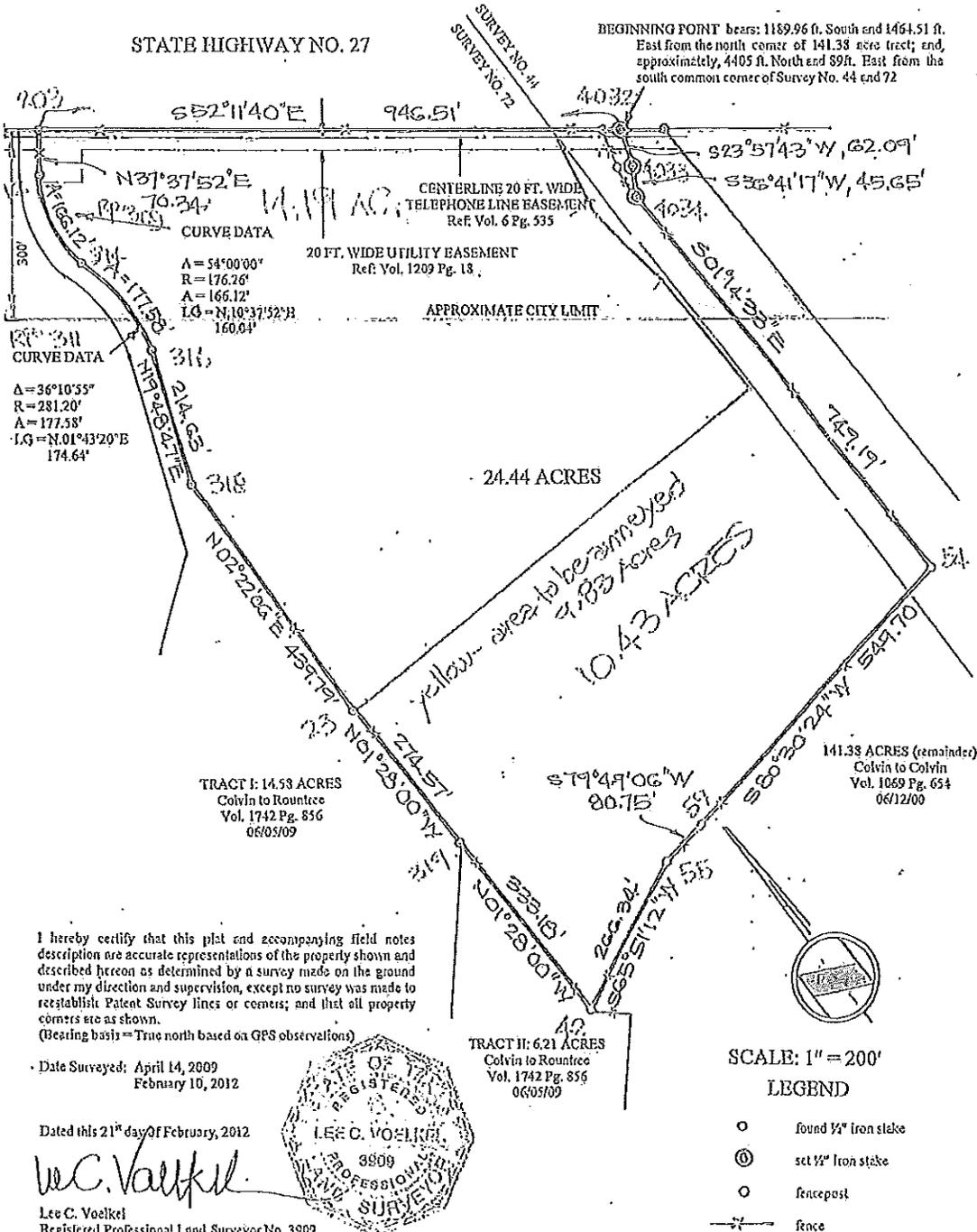
VOELKEL

LAND SURVEYING, PLLC ♦ PHONE: 830-257-3313 ♦ 212 CLAY STREET, KERRVILLE, TEXAS 78028

SURVEY PLAT FOR 24.44 ACRES OF LAND, MORE OR LESS, OUT OF ORIGINAL PATENT SURVEYS IN KERR COUNTY, TEXAS AS FOLLOWS:

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
44	O. V. ROBINSON	282	0.99
72	F. RODRIGUEZ	280	23.45

PART OF A CERTAIN 141.38 ACRE TRACT CONVEYED FROM R.B. COLVIN TO RICHARD B. COLVIN, ET UX BY A CASH WARRANTY DEED EXECUTED THE 12TH DAY OF JUNE, 2000 AND RECORDED IN VOLUME 1069 AT PAGE 654 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS



I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.
 (Bearing basis = True north based on GPS observations)

Date Surveyed: April 14, 2009
 February 10, 2012

Dated this 21st day of February, 2012

Leo C. Voelkel

Leo C. Voelkel
 Registered Professional Land Surveyor No. 3909
 County Surveyor for Kerr County, Texas

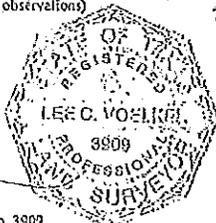


EXHIBIT C

ANNEXATION SERVICE PLAN

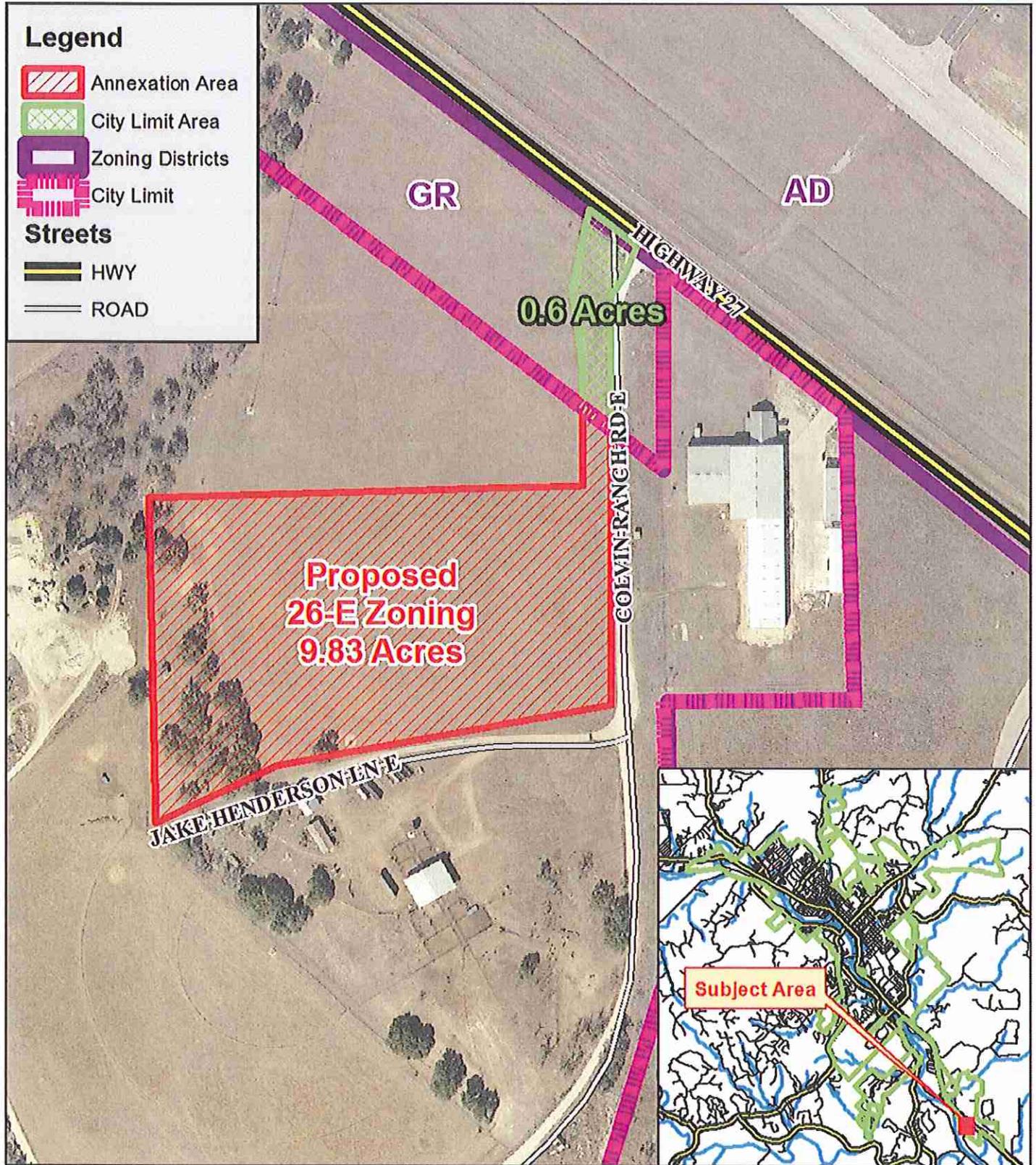
SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Animal Control	The provisions of animal control services, as provided by Kerr County, pursuant to an Interlocal Agreement with the City, will remain in effect following annexation of the property.	Immediately following annexation
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City will be made immediately to the area upon annexation. The preparation of a zoning plan will serve as a basis for the zoning of land following annexation. The adoption of the zoning plan will be in accordance with the procedures of the City's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Suppression	Fire protection and suppression personnel and equipment from the Kerrville Fire Department will be provided to the area as needed.	Immediately following annexation
Fire Prevention	The services of the City's Fire Marshall will be provided to the area.	Immediately following annexation.
Library	Future residents of the area, if any, will continue to be entitled to utilize all City's Library facilities.	Immediately following annexation.
Parks and Recreation	The City's Parks and Recreation services will continue to be available to any area residents.	Immediately following annexation
Police Protection	Kerrville Police Department protection personnel and equipment will be provided to the area immediately upon annexation. Police enforcement and protection services	Immediately following annexation

ANNEXATION SERVICE PLAN (CONTINUED)

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	will be provided through regular patrol activities.	
Public Services - Street Department	Public streets not maintained by the Texas Department of Transportation within the area will be maintained by the City.	Immediately following annexation
Sanitation (Refuse Collection)	Refuse collection will be available to any residents of the annexed area at the same costs and procedures as required of City residents and businesses.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers will be installed where deemed necessary by the City Street Department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Utilities (Water Distribution and Wastewater Collection)	Extension of utilities to the property will be in accordance with the City's Subdivision Ordinance.	As the property develops

Legend

-  Annexation Area
-  City Limit Area
-  Zoning Districts
-  City Limit
- Streets**
-  HWY
-  ROAD



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

0 62.5 125 250 Feet



1 inch = 250 feet



CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 12-2012

A RESOLUTION GRANTING A PETITION REQUESTING THE ANNEXATION OF AN APPROXIMATELY 9.83 ACRE TRACT OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, WITHIN KERR COUNTY, TEXAS, AND CONSISTING OF THE PROPERTY ADDRESSED AS 5263 HIGHWAY 27; AND ORDERING THE PREPARATION OF AN ANNEXATION ORDINANCE

WHEREAS, on April 24, 2012, the owner of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and more commonly known as 5263 Highway 27, filed a petition with the City pursuant to Texas Local Government Code Section 43.028 and requested the annexation of the property; and

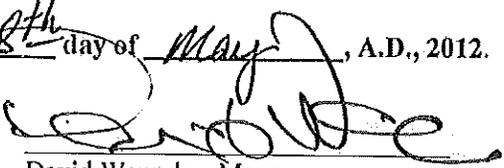
WHEREAS, having considered the petition and hearing the recommendation from City staff, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to grant said petition and to initiate the annexation process, which includes the preparation of an ordinance annexing the subject property;

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

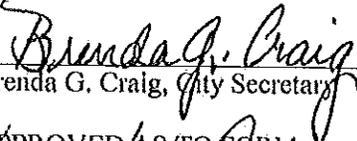
SECTION ONE. The petition requesting annexation of an approximately 9.83 acre tract out of the F. Rodriguez Survey No. 72, Abstract No. 280, within Kerr County, Texas, and consisting of the property addressed as 5263 Highway 27, and more fully described in said petition, a copy of which is attached as Exhibit A, is granted.

SECTION TWO. City staff is directed to initiate the annexation process and to prepare an ordinance annexing the subject property described in the above-referenced petition.

PASSED AND APPROVED ON this the 8th day of May, A.D., 2012.


David Wampler, Mayor

ATTEST:


Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

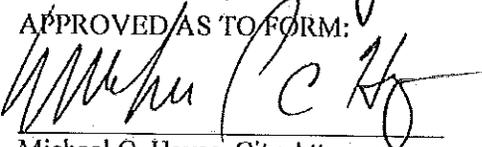

Michael C. Hayes, City Attorney

EXHIBIT A

FIELD NOTES DESCRIPTION FOR 9.83 ACRES OF LAND OUT OF THE FOX TANK COMPANY PROPERTY ALONG STATE HIGHWAY NO. 27 IN KERR COUNTY, TEXAS

Being all of a certain tract or parcel of land containing 9.83 acres, more or less, out of Original Patent Surveys in Kerr County, Texas as follows:

Survey No.	Survey	Abstract No.	Acres
44	O. V. Robinson	282	0.56
72	F. Rodriguez	280	9.27

part of a certain 10.43 acre tract conveyed from Heath McGehee, et ux to Fox Tank Company by a Special Warranty Deed with Vendor's Lien executed the 10th day of April, 2012 and recorded in File No. 12-2266 of the Official Public Records of Kerr County, Texas; and being more particularly described by notes and bounds as follows:

BEGINNING at a fence cornerpost for the southeast corner of the herein described tract and said 10.43 acre tract; which point bears, approximately, 3563 ft. North and 53 ft. East from the south common corner of said Survey Nos. 44 and 72;

THENCE, along a fence with the south line of said 10.43 acre tract: S.80°30'24"W., 549.70 ft. to a fence anglepost; S.79°49'06" W., 80.75 ft. to a fence anglepost; and S.65°51'12"W., 266.34 ft. to a fence cornerpost in the east line of a certain 6.21 acre tract conveyed as TRACT II from Richard B. Colvin and Nancy W. Colvin to John G. Rountree by a Warranty Deed with Vendor's Lien and Reservation of Adjudicated Water Rights and Restrictive Covenants executed the 5th day of June, 2009 and recorded in Volume 1742 at Page 856 of the Official Public Records of Kerr County, Texas for the southwest corner of the herein described tract and 10.43 acre tract;

THENCE, along a fence with the common line between said 10.43 and 6.21 acre tracts N.01°28'00"W., at 333.18 ft. passing a ½" iron stake found for the northeast corner of 6.21 acre tract and the southeast corner of a certain 14.58 acre tract conveyed as TRACT I in said Colvin to Rountree deed (Vol. 1742 Pg. 856), then continuing with the common line between said 10.43 and 14.58 acre tracts for a total distance of 607.75 ft. to a fence anglepost for the westerly northwest corner of the herein described tract and 10.43 acre tract;

THENCE, with the north line of said 10.43 acre tract: N.88°45'27"E., 821.49 ft. to a ½" iron stake found for a reentrant corner of the herein described tract and 10.43 acre tract; and N.01°14'33"W., 127.20 ft. to an unmarked point for the northerly northwest corner of the herein described tract;

THENCE, upon, over and across said 10.43 acre tract S.52°11'40"E., 64.38 ft. to an unmarked point in a fence, the east line of 10.43 acre tract for the northeast corner of the herein described tract;

THENCE, along or near said fence with the east line of said 10.43 acre tract S.01°14'33"E., 499.30 ft. to the PLACE OF BEGINNING.

I hereby certify that these field notes are an accurate representation of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.

(Bearing basis = True north based on GPS observations)

Dated this 24th day of April, 2012

Lee C. Voelkel

Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2012-_____

AN ORDINANCE ANNEXING AN APPROXIMATELY 9.83 ACRE TRACT OF LAND OUT OF THE F. RODRIGUEZ SURVEY NO. 72, ABSTRACT NO. 280, WITHIN KERR COUNTY, TEXAS; SAID PROPERTY BEING LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS 5263 HIGHWAY 27; DESCRIBING THE TERRITORY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; AND ESTABLISHING THE ZONING FOR THE AREA ANNEXED

WHEREAS, pursuant to Texas Local Government Code Section 43.052(h)(2), the owner of the property described in Section One, below, has petitioned the City of Kerrville, Texas ("City"), to annex said property into the corporate limits of the City; and

WHEREAS, having provided all required public notices, held all required public hearings at which people with an interest in the matter were provided an opportunity to be heard, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to approve an ordinance annexing the subject property, adopt a service plan as required by state law, and establish zoning regulations for the area;

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

SECTION ONE. The property described and depicted in **Exhibit A** is annexed and incorporated into the corporate limits of the City of Kerrville, Texas, for all legal purposes.

SECTION TWO. The petition for annexation concerning the property described in Section One, above, is attached as **Exhibit B** and incorporated herein by reference.

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C**, attached hereto and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, shall be subject to a zoning designation of District 26-E.

SECTION FIVE. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-9 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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

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

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

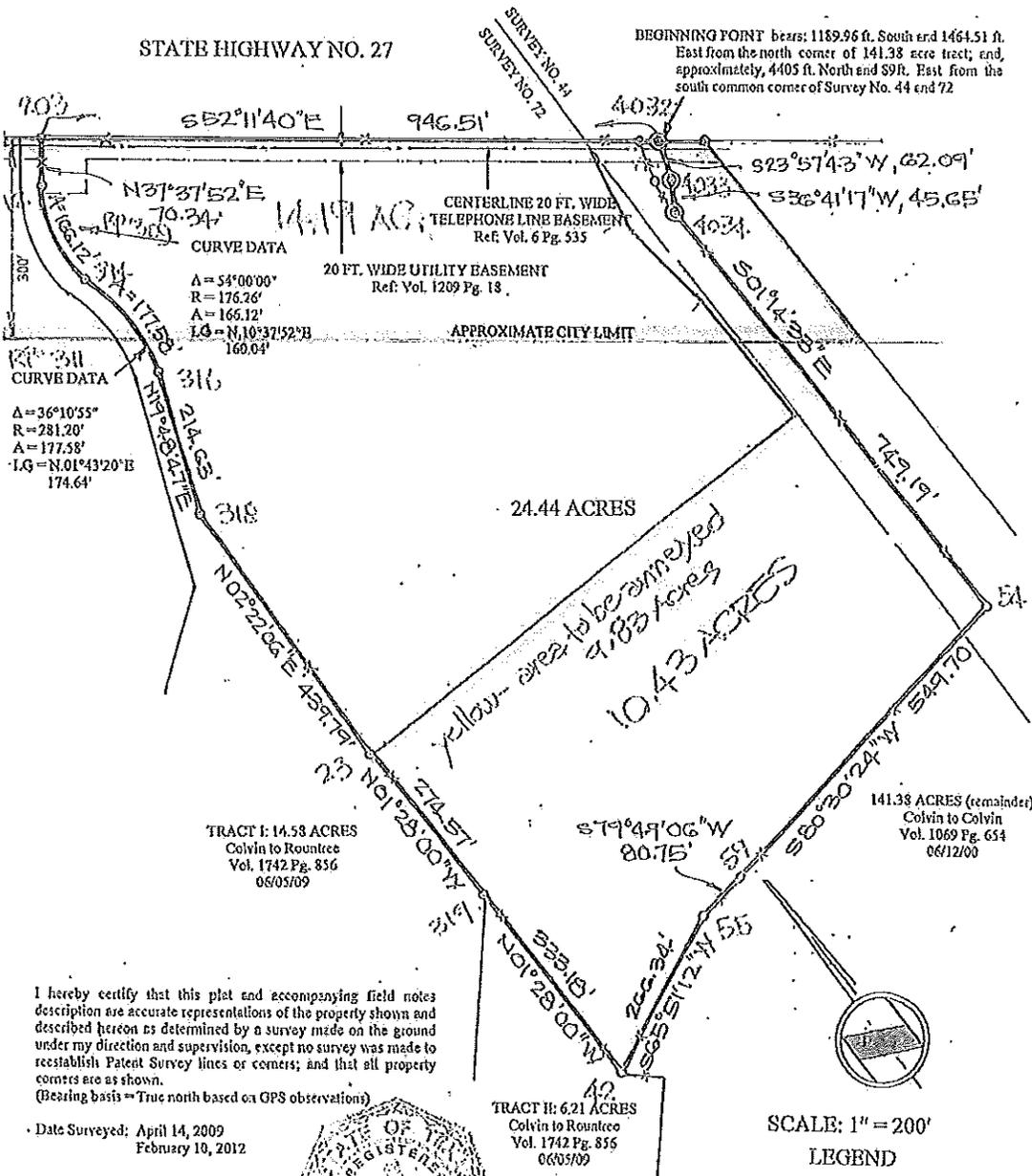
Michael C. Hayes, City Attorney

SURVEY PLAT FOR 24.44 ACRES OF LAND, MORE OR LESS, OUT OF ORIGINAL PATENT SURVEYS IN KERR COUNTY, TEXAS AS FOLLOWS:

EXHIBIT A

SURVEY NO.	SURVEY	ABSTRACT NO.	ACRES
44	O. V. ROBINSON	282	0.99
72	F. RODRIGUEZ	280	23.45

PART OF A CERTAIN 141.38 ACRE TRACT CONVEYED FROM R.B. COLVIN TO RICHARD B. COLVIN, ET UX BY A CASH WARRANTY DEED EXECUTED THE 12TH DAY OF JUNE, 2000 AND RECORDED IN VOLUME 1069 AT PAGE 654 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS



I hereby certify that this plat and accompanying field notes description are accurate representations of the property shown and described hereon as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as shown.
(Bearing basis = True north based on GPS observations)

Date Surveyed: April 14, 2009
February 10, 2012

Dated this 21st day of February, 2012

Lee C. Voelkel
Lee C. Voelkel
Registered Professional Land Surveyor No. 3909
County Surveyor for Kerr County, Texas



TRACT II: 6.21 ACRES
Colvin to Rountree
Vol. 1742 Pg. 836
06/05/09

SCALE: 1" = 200'
LEGEND

- found 1/2" iron stake
- ⊙ set 1/2" iron stake
- fencepost
- fence

EXHIBIT B

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE 17 1/2 Survey, Abstract Number 123, KERR COUNTY TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS;

Fox Tank Company is the sole owner of an approximately 1.5 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 17 1/2 Abstract No. 123 Kerr County, Texas, and is more particularly described as follows:

SEE EXHIBIT "A". (Paste in legal description here & provide two copies of the survey with the legal description to Development Services Department)

The above described property is (a) one-half mile or less in width, (b) contiguous to the incorporate limits of the City of Kerrville, Texas, and (c) presently vacant and without residents or on which fewer than three qualified voters reside.

In accordance with Texas Local Government Code §43.028, Fox Tank Company hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas
SUBMITTED THIS 24th day of April, 2012.

By: R. Nathan Fox
Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 24th day of April, 2012, by R. Nathan Fox for and on behalf of Fox Tank Company.

Dora Gonzalez
NOTARY PUBLIC STATE OF TEXAS
Printed Name: DORA GONZALEZ
My Commission Expires: 03-29-2013

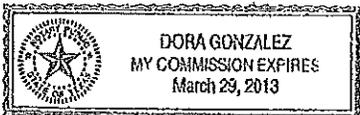


EXHIBIT C

ANNEXATION SERVICE PLAN

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Animal Control	The provisions of animal control services shall be in effect following annexation of the property.	Immediately following annexation
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Suppression	Fire protection and suppression personnel and equipment from the Kerrville Fire Department will be provided to the area as needed.	Immediately following annexation
Fire Prevention	The services of the City's Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Future residents of the area, if any, will continue to be entitled to utilize all City's Library facilities.	Immediately following annexation.
Parks and Recreation	The City's Parks and Recreation services will continue to be available to any area residents.	Immediately following annexation
Police Protection	Kerrville Police Department protection personnel and equipment shall be provided to the area immediately upon annexation. Police enforcement and protection services shall be provided through regular patrol activities.	Immediately following annexation

ANNEXATION SERVICE PLAN (CONTINUED)

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Public Services - Street Department	Public streets not maintained by the Texas Department of Transportation within the area shall be maintained by the City.	Immediately following annexation
Sanitation (Refuse Collection)	Refuse collection shall be available to any residents of the annexed area at the same costs and procedures as required of City residents and businesses.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the City Street Department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Utilities (Water Distribution and Wastewater Collection)	Extension of utilities to the property shall be in accordance with the City's Subdivision Ordinance.	As the property develops

Agenda Item:

5A. A resolution setting forth the ad valorem tax rate to be considered for adoption for the 2012 tax year; and calling a public hearing as required by both the city's charter and state law prior to the adoption of the fiscal year 2013 budget. (staff)

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

SUBJECT: Resolution setting the ad valorem tax rate to be considered for adoption for the 2012 tax year and calling a budget public hearing as required by both the City's charter and state law prior to the adoption of the fiscal year 2013 budget.

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** August 3, 2012

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

EXHIBITS: Resolution, Copy of Public Hearing Notice
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

Tax Rate

At the July 24th City Council meeting, the City Manager presented the Proposed FY13 budget which included a \$0.5625 proposed tax rate, the same rate as last year. This rate is below the effective tax rate as calculated by the Tax Assessor-Collector of \$0.5669 by 0.78%. The City is not required to hold the public hearings since the proposed tax rate is below the effective tax rate.

Budget

The Proposed FY12 Budget includes expenditures of \$47,039,664 and revenues of \$49,033,032. Local Government Code and the City Charter require a public hearing related to the Proposed Budget. The proposed time is Tuesday, September 11th at 6:00 pm. Additionally, the Charter specifically requires that the Council will publish a "general summary" of the budget and a notice stating the times and places where copies of the budget are available for inspection by the public and the time and place for a public hearing on the budget. A sample of the proposed notice is also attached for Council's review and discussion.

RECOMMENDED ACTION

The Director of Finance recommends approval of the attached resolution setting the ad valorem tax rate to be considered for adoption for the 2012 tax year at \$0.5625 per \$100 valuation and calling a budget public hearing as required by both the City Charter and state law prior to the adoption of the fiscal year 2013 budget.

The vote on the attached resolution must be a roll call vote per state law.

CITY OF KERRVILLE
NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET

The Kerrville City Council will hold a public hearing on the FY13 Proposed Budget on September 11, 2012 at 800 Junction Highway, Kerrville, TX at 6:00 p.m. in the City Council chambers.

This budget's proposed tax rate is \$0.5625, which is less than the effective tax rate of \$0.5669. This is the same tax rate as last year.

Copies of the budget are available at City Hall (City Secretary's Office) located at 800 Junction Highway, the Butt Holdsworth Memorial Library at 505 Water St., and on the City's website, www.kerrvilletx.gov.

Pursuant to Section 8.04(a) of the City Charter, the City Council is publishing the following table as a general summary of the Proposed FY13 City of Kerrville Budget. This illustration shows revenues and expenditures for each of the City's two main operating funds, while the balance of the funds are combined into a single presentation labeled, "Other Funds".

	Annual Budget FY12	Proposed Budget FY13	Increase or (Decrease)
General Fund			
Revenues	\$20,452,406	\$20,894,703	\$442,297
Expenditures	\$20,052,133	\$20,594,703	\$542,570
Revenues Over/(Under) Expenditures	\$400,273	\$300,000	
Water and Sewer Fund			
Revenues	\$8,886,244	\$9,025,500	\$139,256
Expenditures	\$8,809,460	\$8,851,239	\$41,779
Revenues Over/(Under) Expenditures	\$76,784	\$174,261	
Other Funds			
Revenues	\$17,029,279	\$19,112,829	\$2,083,550
Expenditures	\$16,049,939	\$17,593,722	\$1,543,783
Revenues Over/(Under) Expenditures	\$979,340	\$1,519,107	
Total Funds			
Revenues	\$46,367,929	\$49,033,032	\$2,665,103
Expenditures	\$44,911,532	\$47,039,664	\$2,128,132
Revenues Over/(Under) Expenditures	\$1,456,397	\$1,993,368	

The FY13 Proposed Budget is a balanced budget where current revenues meet or exceed expenditures for all major funds.

CITY OF KERRVILLE
NOTICE OF PUBLIC HEARING ON PROPOSED BUDGET

The Kerrville City Council will hold a public hearing on the FY13 Proposed Budget on September 11, 2012 at 800 Junction Highway, Kerrville, TX at 6:00 p.m. in the City Council chambers.

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The FY13 Proposed Budget is a balanced budget where current revenues meet or exceed expenditures for all major funds.

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

A RESOLUTION SETTING FORTH THE AD VALOREM TAX RATE TO BE CONSIDERED FOR ADOPTION FOR THE 2012 TAX YEAR; AND CALLING A PUBLIC HEARING AS REQUIRED BY BOTH THE CITY'S CHARTER AND STATE LAW PRIOR TO THE ADOPTION OF THE FISCAL YEAR 2013 BUDGET

WHEREAS, City Council is considering the adoption of an ad valorem tax rate for the 2012 tax year which does not exceed the effective tax rate or the rollback rate; and

WHEREAS, pursuant to the City Charter and state law, the City must hold a public hearing regarding the proposed budget; and

WHEREAS, the City Council now establishes the proposed tax rate for the tax year 2012 and the date for the public hearing on the adoption of the proposed fiscal year 2013 budget;

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

SECTION ONE. The City Manager and City Attorney are directed to prepare an ordinance for consideration by the City Council which, if adopted, will adopt and impose a total ad valorem tax rate for the tax year 2012 of **\$0.5625** per \$100 valuation. There is no change to this rate from the previous tax year. The adoption of this tax rate will not levy a tax rate greater than the effective rate or the rollback rate. This proposed tax rate will be adopted by passage of an ordinance, the second and final reading of which is scheduled to occur on September 25, 2012.

SECTION TWO. Pursuant to Section 8.04 of the City Charter and state law, a public hearing on the proposed budget shall be scheduled for 6:00 p.m. on September 11, 2012.

SECTION THREE. The City Secretary is directed to provide notice of the public hearing in accordance with state law and the City's Charter.

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

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

Agenda Item:

5B. Allied Waste proposed solid waste rate adjustments for residential collection and landfill/transfer station services. (Allied Waste)

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

SUBJECT: Allied Waste proposed solid waste rate adjustments for residential collection and landfill/transfer station services.

FOR AGENDA OF: 8/14/12

DATE SUBMITTED: 8/3/12

SUBMITTED BY: Charlie Hastings
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Allied Waste letter dated 6/19/12, Kerrville response letter dated 7/17/12, Allied Waste response letter dated 7/19/12, Kerrville response letter dated 8/6/12

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Allied Waste (AW) has submitted a notice of intent to adjust solid waste fees according to changes in Consumer Price Index and Diesel Fuel from years 2010 to 2012 per the attached letter dated June 19, 2012. In addition, Allied Waste is requesting an Extraordinary Adjustment in the amount of \$1.25/ton based on the Texas Commission on Environmental Quality Municipal Solid Waste Reporting and Disposal Fee. It is staff's position that this request does not meet the definition of extraordinary adjustments which is "any increase in extraordinary expenses in AW's actual cost of operations resulting solely from any Law that is enacted following the Effective Date of this Agreement." The effective date of the agreement is November 7, 2006, and the state's \$1.25/ton fee was in place well before this date.

RECOMMENDED ACTION

Staff recommends that Council approves Allied Waste's request to adjust solid waste fees according to changes in Consumer Price Index and Diesel Fuel in accordance with the Agreements with Allied Waste dated November 7, 2006, however, staff recommends that Council denies Allied Waste's request for an extraordinary adjustment.



June 19, 2012

RECEIVED

JUN 27 2012

Charlie Hastings
Director of Public Works
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

Dear Mr. Hastings,

As per the Residential Solid Waste and Recyclable Materials Collection Contract and the Landfill Operations and Disposal Agreement between the City of Kerrville and BFI Waste Services of Texas, L.P. dba Allied Waste Services, please accept this as our notice of intent to adjust the fees to be charged for these services effective October 1, 2012.

We have attached the Consumer Price Index as published by the Department of Labor, Bureau of Labor Statistics as well as the Diesel Price Index as published by the U.S. Department of Energy as support for the adjustment calculations.

In addition to the adjustments allowed above, Allied Waste would like to request an Extraordinary Adjustment in the amount of \$1.25 per ton, which is directly related to the TCEQ Municipal Solid Waste Reporting and Disposal Fee, imposed by the State of Texas regulatory agency. As has been discussed between the City of Kerrville and Allied Waste, this fee was being paid directly by the City of Kerrville, out of the City's Monthly Surcharge Rate, prior to disposal volume being processed through the transfer station.

The payment of this fee has since transferred over to Allied Waste, now that the disposal volume is going through the transfer station before going to the landfill, with no offsetting rate adjustment or surcharge reduction provided to cover this expense. Possible options discussed, between the City of Kerrville and Allied Waste, for handling this fee, have included: (1) adding this amount to the gate rate adjustment above or (2) applying it against the City of Kerrville Monthly Surcharge Rate.

Please feel free to contact me should you have any questions or concerns regarding this request.

We appreciate the opportunity and privilege to be long term partners with the City of Kerrville as well as members of the Kerrville Community.

Very Respectfully,

Bill Rich
General Manager
Republic Services

Cc: Todd Parton – City Manager



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Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: To:

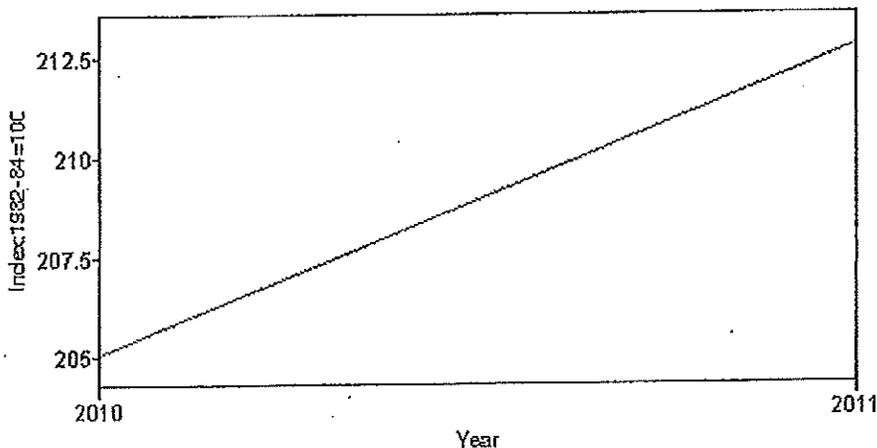
include graphs

[More Formatting Options](#)

Data extracted on: June 15, 2012 (7:40:05 AM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWURA316SA0,CWUSA316SA0
 Not Seasonally Adjusted
 Area: Dallas-Fort Worth, TX
 Item: All items
 Base Period: 1982-84=100



Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010	205.456		205.351		205.263		203.537		205.602		204.918		205.083	205.196	204.970
2011	206.954		211.227		214.038		213.480		214.567		214.581		212.790	211.281	214.299
2012	214.557		218.793		218.017										

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Consumer Price Index - Urban Wage Earners and Clerical Workers (Current Series)

HELP

Select how you want to view the data

View items within an area View areas within an item

1 Select an Area Find

2 Select one or more items Find

- Midwest - Size Class B/C
- Midwest - Size Class D
- South urban
- Atlanta, GA
- Dallas-Fort Worth, TX**
- Houston-Galveston-Brazoria, TX
- Miami-Fort Lauderdale, FL
- Tampa-St. Petersburg-Clearwater, FL

- All items**
- All items - old base
- Food and beverages
- Food
- Food at home
- Food away from home
- Alcoholic beverages
- Housing

3 Select Seasonal Adjustment

Seasonally Adjusted
 Not Seasonally Adjusted

4 Get Data

Your Selection: (0 series selected) NOTE: Select a maximum of 200 series.

OR for Multiple Queries

Add To Your Selection

* If seasonally adj selected will not run. table not available for Dallas/Ft. Worth



U.S. Energy Information Administration

PETROLEUM & OTHER LIQUIDS

OVERVIEW DATA ANALYSIS & PROJECTIONS

GLOSSARY FAQs

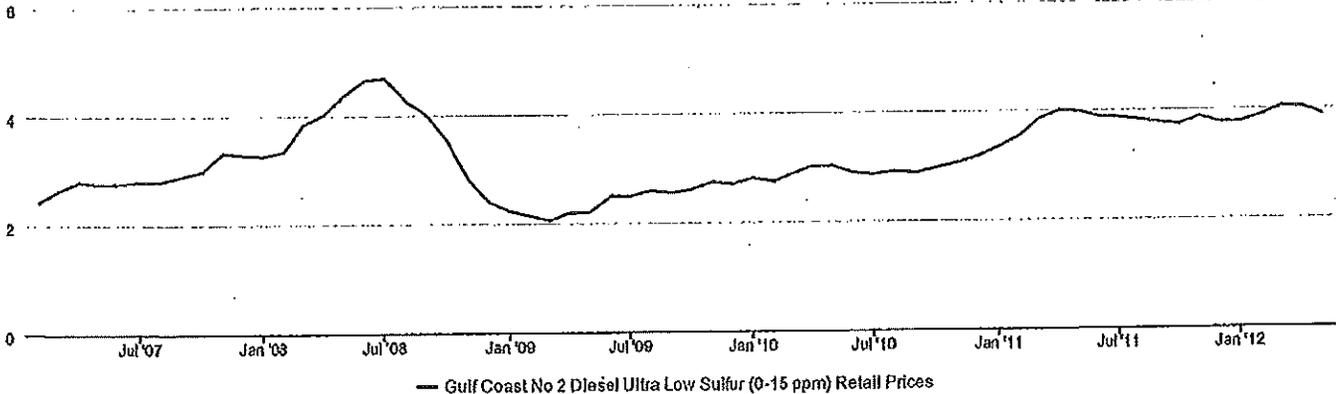
View History: Weekly Monthly Annual

[Download Data \(XLS File\)](#)



Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices

Dollars per Gallon



Source: U.S. Energy Information Administration

Chart Tools

no analysis applied

Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2007		2.415	2.625	2.796	2.750	2.763	2.802	2.805	2.895	2.988	3.316	3.282
2008	3.260	3.343	3.833	4.024	4.370	4.640	4.680	4.253	3.993	3.540	2.823	2.400
2009	2.228	2.140	2.058	2.193	2.201	2.498	2.496	2.589	2.551	2.610	2.739	2.699
2010	2.807	2.746	2.879	3.019	3.025	2.894	2.864	2.914	2.884	2.967	3.055	3.176
2011	3.339	3.531	3.838	3.991	3.979	3.876	3.862	3.823	3.771	3.725	3.860	3.764
2012	3.757	3.878	4.041	4.025	3.885							

-- No Data Reported; -- Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

Release Date: 6/11/2012

Next Release Date: 6/18/2012

Referring Pages:

- Gulf Coast (PADD 3) Gasoline and Diesel Retail Prices
- Retail Prices for Ultra Low Sulfur Diesel

City of Kerrville, Texas

Consumer Adjustment commencing October 1, 2012

DOL Consumer Price Index		DOE/EIA
(All Items) for:		Diesel
May 2012	218.0170	May 2012 - 3.885
May 2010	205.2630	May 2010 - 3.025

Computation of increase : $(218.017 - 205.263)/205.263 =$
 $(3.885 - 3.025)/3.025 =$

$6.214\% \times .90 = 5.592\%$
 $28.429\% \times .10 = 2.843\%$

DOL - 4.0% Max

$4\% + 2.843\% = 6.843\%$

CATEGORY	RATE PER MONTH	INCREASE FACTOR	NEW MONTHLY RATE
Residential	\$5.29	1.06843	\$5.65
Disposal Pass Through	\$4.26	1.06843	\$4.55
Mobile Home Service	\$3.97	1.06843	\$4.24
Disposal Pass Through	\$4.26	1.06843	\$4.55
Composting	\$1.93	1.06843	\$2.06
Recycling	\$3.17	1.06843	\$3.39

City of Kerrville, Texas

Consumer Adjustment commencing October 1, 2012

Consumer Price Index
(All Items) for:

May 2012 218.017
May 2010 205.263

Diesel
May 2012 - 3.885
May 2010 - 3.025

Computation of increase :

CPI $(218.017 - 205.263)/205.263 = 6.214\%$ $\times .90 = 5.592\%$
 Diesel $(3.885 - 3.025)/3.025 = 28.429\%$ $\times .20 = 5.686\%$

Current DOL CPI Max = 3.5%

DOL + DOE $3.5\% + 5.686\% = 9.186\%$

CATEGORY	RATE PER MONTH	INCREASE FACTOR	TCEQ MSW FEE	NEW MONTHLY RATE
MSW - Compacted per ton	\$40.30	1.091860	\$1.25	\$45.25
MSW - Compacted minimal (less than 360 lbs)	\$9.17	1.091860	\$0.28	\$10.29
MSW - Loose per ton	\$40.30	1.091860	\$1.25	\$45.25
MSW - Loose minimal (less than 360 lbs)	\$9.17	1.091860	\$0.28	\$10.29
MSW - Compacted (Weight scale not operational) per yard	\$9.21	1.091860	\$0.40	\$10.46
MSW - Compacted minimal (Weight scale not operational) per yard	\$9.21	1.091860	\$0.40	\$10.46
MSW - Loose (Weight scale not operational) per yard	\$9.21	1.091860	\$0.25	\$10.31
MSW - Loose Minimal (Weight scale not operational) per yard	\$9.17	1.091860	\$0.25	\$10.26
Special Waste - Asbestos per ton	\$40.30	1.091860	\$1.25	\$45.25
Special Waste - Asbestos minimal (less than 360 lbs)	\$9.17	1.091860	\$0.28	\$10.29
Special Waste - Liquids per gallon	\$0.23	1.091860	\$0.01	\$0.26
Small Tire (each)	\$2.34	1.091860	\$0.07	\$2.62
Large Tire (each)	\$11.65	1.091860	\$0.36	\$13.08
Small Animal (each)	\$7.75	1.091860	\$0.24	\$8.70
Large Animal (each)	\$29.83	1.091860	\$0.93	\$33.50
Weight Scale (each)	\$1.07	1.091860	\$0.00	\$1.17
Ticket/Copy (each)	\$2.13	1.091860	\$0.00	\$2.33
Pull Off (each)	\$5.85	1.091860	\$0.00	\$6.39

3. For collection of recyclable materials pursuant to Article V., above,, \$2.89 multiplied by the average number of Residential Units receiving such services in the calendar month preceding the month in which payment is due.
4. For unscheduled collections requested by City pursuant to Section IV.G., above, an amount equal to 85% of the maximum rates set forth in Section IV.F.3., above, multiplied by the number of such collections during the month; provided, however, City shall be obligated to pay for collections pursuant to Section IV.G., above, only if requested by the Director.
5. For the cost of disposal of the solid waste collected pursuant to Article IV, above, (hereafter referred to as the "Disposal Pass-through Charge") an amount equal to the average number of Residential Units receiving such services in the month preceding the month in which payment is due multiplied by an amount equal to \$3.88

B. Administration Credit: To compensate City for administrative costs related to billing and collecting from residential solid waste customers for services provided by AW, City shall deduct an amount equal to 5.0% of the total amount due AW pursuant to Sections VI.A.1, VI.A.2., VI.A.3, and VI.A.5, above.

C. Rate Basis and Method of Payment:

1. Payment for Services: The initial rates as provided for Section VI.A., above, and set out in Exhibit A shall remain effect and are not subject to an increase for any reason until authorized by Section VI.C.2., above. This prohibition against an increase in rates also applies to VI.D., above.
2. Modification of Rates:
 - a. Annual Rate Adjustment: Beginning October 1, 2007 for the Residential Rate and on October 1 of each year thereafter, each rate specified in Section VI.A., above, and set out in Exhibit A, may be adjusted by AW as follows:
 - i. said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All items, for Urban Wage Earners and Clerical Workers, Dallas/Fort Worth Seasonally Adjusted.
 - ii. said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the gasoline and diesel rack rate price index as published by the Oil Price Information Service ("OPIS") from June to June. Such adjustment shall be calculated as the net percentage change

and shall be capped at and no greater than 10%. AW shall use the index that is calculated for diesel fuel and is applicable to the San Antonio geographical area.

- iii. Any of the aforesaid changes or any other conditions which occur that reduce AW's costs shall entitle the City to receive a rate decrease equal to the decrease in AW's cost.
- iv. An adjustment shall not occur more than once per year as provided herein.

b. Adjustment Caps: Notwithstanding anything contained in Section VI.C.2.a., above, and excluding any rate increase based upon VI.C.2.a.ii., above, any increase authorized therein shall not exceed 3.5% of the rate for Residential Services for any year until October 1, 2011, when said cap shall increase to 4.0% for any year.

c. Rate Adjustment Notification: On or before July 1 of each year, AW shall notify the Director of AW's intent to adjust the fees to be charged pursuant to Section VI.A., above, which notice shall include at a minimum:

- i. the CPI index value for May as defined in Section VI.C.2.a.i., above;
- ii. the CPI index value for the month of May of the year in which the adjustment is to take place;
- iii. the percentage change in the two indexes;
- iv. the composite percentage change equal to 90% of the percentage change;
- v. the increase or decrease in the fees which may be charged by AW; and
- vi. include the same format as Exhibit A.

D. Adjustments for Extraordinary Expenses: In addition to the adjustments allowed pursuant to Section VI.C.2., above, and beginning October 1, 2007, AW may request that the City Council approve an increase in the Residential Service rates in order to recoup any increases in extraordinary expenses in AW's actual cost of operations resulting solely from any Law that is enacted following the Effective Date of this Agreement, which may include only that portion of an increased fee on an existing law. For purposes of this Section, the phrase "extraordinary expenses" for which AW may seek an increase in rates shall mean an increase in costs which are greater

than 5% above AW's current annual cost for its Residential Collection services. However, "extraordinary expenses" shall not include any penalty or fine assessed against AW for failure to comply with any new or existing Law or regulation nor shall any such adjustment exceed 5%. AW's request pursuant to this section shall be accompanied by documentation which identifies the specific Law causing the cost increase, details the cost impact of such regulations and contains such other information as City may reasonably request. The City Council shall consider such request upon review of all data provided to the City by AW to justify such increase. If the City Council and AW are unable to agree on the appropriateness, amount and/or timing of any such adjustment within 60 days after City receives AW's request and all required supporting documentation and information, the City Council may, at its sole option notify AW of City's determination that additional negotiations will be unproductive, in which event AW shall have the right to terminate this Agreement upon not less than nine 9 months prior written notice to City. If the City Council fails to make any election within 120 days after initial receipt by City of AW's request for notice of the proposed increase and all required supporting documentation and information, City shall be deemed to have denied such increase, in which event AW shall have the right to terminate this Agreement upon not less than 9 months prior written notice to City.

In the event AW elects to terminate this Agreement as set forth in this section, all provisions of this Agreement concerning AW's responsibilities for handling of any waste of which AW has taken title, custody or control, shall survive such termination.

- E. **Failure to Provide Notice of Adjustment:** Due to legal requirements which mandate how and when the City considers and adopts its budget, AW agrees that no adjustment of fees pursuant to Section VI.C.2.a., above, shall be permitted should it fail to provide the notice as described in Section VI.C.2.c., above, on or by before July 1 of the year in which the adjustment would otherwise become effective.
- F. **AW Invoices to City:** As a condition precedent to City's payment hereunder, AW shall provide notice of and an invoice itemizing the various amounts due from City pursuant to this Article VI. City shall pay AW on or before the 20th day following the receipt of such invoice the amounts due according to the invoice less any amounts properly deducted or withheld pursuant to this Agreement or amounts reasonably disputed by City.
- G. **Effect of Customer Non-Payment:** AW shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.
- H. **Amounts Constitute Full Compensation:** The charges paid to AW pursuant to this Article VI constitutes the total compensation to AW due from City pursuant to this Agreement. Except as otherwise provided in this Agreement, AW shall be solely responsible for all costs and expenses in its performance of this Agreement.

- B. **Payment of Monthly Net Surcharge:** Not later than the 15th of each month during the term of this Agreement, AW shall pay to City the Monthly Net Surcharge.
- C. **Adjustments to Surcharge Rate:** City, at its sole discretion, may at any time increase or decrease the Surcharge Rate. Should City increase or decrease the Surcharge Fee, AW may adjust the Disposal Rates set forth in Section VIII.A., below, in the exact amount of the increase or decrease in the Surcharge Rate.
- D. **Monthly Accounting:** AW shall provide with payment of the Monthly Net Surcharge a statement setting forth:
1. total tons of compacted waste received and the surcharge attributed thereto;
 2. total tons of un-compacted waste received and the surcharge attributed thereto;
 3. total tons of special waste received and the surcharge attributed thereto;
 4. the detailed calculation of Monthly Net Surcharge due from AW to City in accordance with Section VII.B, above.

VIII. RATE BASIS AND METHOD OF PAYMENT

- A. **Payment for Services:** AW shall have the right to charge and collect fees ("Disposal Rates") from the party to whom the service is provided. Said fees shall not exceed the initial rates set out in Exhibit A as the same may be adjusted in accordance with the section below. The initial rates as provided for in Exhibit A shall remain effect and not subject to increase for any reason until authorized by the section below.
- B. **Modification of Rates:**
1. **Annual Rate Adjustment:** Beginning October 1, 2008 for the Disposal Rates and on October 1 of each year thereafter, each rate specified in Exhibit A, may be adjusted by AW as follows:
 - a. said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All items, for Urban Wage Earners and Clerical Workers, Dallas/Fort Worth Seasonally Adjusted.
 - b. said rates shall be increased or decreased by the greater of the percentage increase or decrease, if any, as per the gasoline and diesel rack rate price index as published by the Oil Price

Information Service ("OPIS") from May to May. Such adjustment shall be calculated as the net percentage change and shall be capped at and no greater than 10%. Following the Opening Day, the 10% cap shall increase to 20%. AW shall use the index that is calculated for diesel fuel and is applicable to the San Antonio geographical area.

- c. any of the aforesaid changes or any other conditions which occur that reduce AW's costs shall entitle the City to receive a rate decrease equal to the decrease in AW's cost.
 - d. an adjustment shall not occur more than once per year as provided herein.
2. **Adjustment Caps:** Notwithstanding anything contained in Section VIII.B.1., above, and excluding any rate increase based upon VIII.B.1.b., above, any increase authorized therein shall not exceed 3.0% of the Disposal Rates for any year until October 1, 2011, when said cap shall increase to 3.5% for any year.
3. **Rate Adjustment Notification:** On or before July 1 of each year, AW shall notify the Director of AW's intent to adjust the fees to be charged pursuant to Section this VIII.B., which notice shall include at a minimum:
- a. the CPI index value for May as defined in Section VIII.B.1.a., above;
 - b. the CPI index value for the month of May of the year in which the adjustment is to take place;
 - c. the percentage change in the two indexes;
 - d. the composite percentage change equal to 90% of the percentage change;
 - e. the increase or decrease in the fees which may be charged by AW; and
 - f. include the same format as **Exhibit A.**
4. **Animals:** charges for dead animals collected within the City and delivered pursuant to the City's Animal Control service shall be as follows:

- a. Each load of 1,000 pounds or less delivered to the Landfill or Transfer Station: \$5.00; every 5 years, AW may increase the fee for animal disposal in the amount of \$2.00.
 - a. Each load exceeding 1,000 pounds delivered to the Landfill or Transfer Station: shall be the current Disposal Rate
5. **White Goods:** AW shall impose no charge for White Goods delivered to the Landfill for collection and disposal or recycling at a location other than the Landfill.
- C. **Rates Include Surcharge:** Any rate increase in Section VIII.B.1.a. shall be based on the rates set forth in Exhibit A, and shall not include amounts attributable to the Surcharge Rate. When charging and/or collecting from customers delivering waste for disposal at the Landfill or Transfer Station, AW shall not add any additional amounts to the maximum fees to the Surcharge Rate.
- D. **Failure to Provide Notice of Adjustment:** Due to legal requirements which mandate how and when the City considers and adopts its budget, AW agrees that no adjustment of fees pursuant to this Article shall be permitted should it fail to provide the notice as described in Section VIII.B.3., above, on or by before July 1 of the year in which the adjustment would otherwise become effective.
- E. **Extraordinary Adjustments:** In addition to the adjustments allowed pursuant to this Article, and beginning October 1, 2008, AW may request that the City Council approve an increase in the Disposal Rates in order to recoup any increases in extraordinary expenses in AW's actual cost of operations resulting solely from any Law that is enacted following the Effective Date of this Agreement, which may include only that portion of an increased fee on an existing law. For purposes of this Section, the phrase "extraordinary expenses" for which AW may seek an increase in rates shall mean an increase in costs which are greater than 5% above AW's current annual cost for its Landfill or Transfer Station services. However, "extraordinary expenses" shall not include any penalty or fine assessed against AW for failure to comply with any new or existing Law or regulation nor shall any such adjustment exceed 5%. AW's request pursuant to this section shall be accompanied by documentation which identifies the specific Law causing the cost increase, details the cost impact of such regulations and contains such other information as City may reasonably request. The City Council shall consider such request upon review of all data provided to the City by AW to justify such increase. If the City Council and AW are unable to agree on the appropriateness, amount and/or timing of any such adjustment within 60 days after City receives AW's request and all required supporting documentation and information, the City Council may, at its sole option notify AW of City's determination that additional negotiations will be unproductive, in which event AW shall have the right to terminate this Agreement upon not less than nine 9 months prior written notice to City. If the City Council

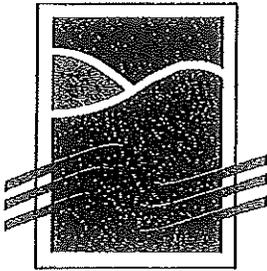
fails to make any election within 120 days after initial receipt by City of AW's request for notice of the proposed increase and all required supporting documentation and information, City shall be deemed to have denied such increase, in which event AW shall have the right to terminate this Agreement upon not less than 9 months prior written notice to City.

In the event AW elects to terminate this Agreement as set forth in this section, all provisions of this Agreement concerning AW's responsibilities for handling of any waste of which AW has taken title, custody or control, shall survive such termination.

- F. **Determination of Tonnage Delivered; Contingency:** The amount of tonnage of waste delivered for disposal at the Landfill shall be determined by weighing the vehicles delivering the waste on the scales located at the Landfill and subtracting the rated gross weight of the vehicle. In the event of a power outage or malfunction resulting in loss of use of the scales, the conversion rates as established by TCEQ for compacted and un-compacted solid waste from cubic yards to tons shall be used to determine the weight of the waste delivered for disposal.

IX. DEFAULT AND REMEDIES

- A. **Default Generally:** The failure of either party to comply with any of the provisions of this Agreement shall constitute a default of this Agreement.
- B. **Notice of Default/Termination:** Not later than 20 days after receipt of notification of default from City, AW shall correct such default. If AW fails to correct the default within said time, City may terminate this Agreement by delivery of a written notice of termination to AW. Upon receipt of notice of termination, AW shall immediately discontinue all work; provided, however, AW shall complete any work which, if left incomplete, would pose a potential danger to the public health and safety. Termination of this Agreement due to default by AW shall not result in the termination of AW's responsibility to close any portion of the Landfill not closed at the time of termination or to provide financial assurance for closure through funding collected and forwarded to the City.
- C. **Notification of Surety; Replacement of AW:** City shall forward a copy of all notices of default and termination to the Surety issuing the Performance Bond. Not later than forty-eight (48) hours after receipt of the copy of a notice to terminate, the surety may, at its option and expense, assume the work which the City has ordered discontinued and proceed to perform the provisions of this Agreement with a firm or contractor acceptable to the City. Pending consideration by the surety of said option to assume the work, City may take possession of all AW's equipment, vehicles and facilities provided by the AW for the work and employ such force as it may deem advisable to continue the work. The cost of all labor and materials necessary for such work shall be paid by the City out of the



CITY OF KERRVILLE

PUBLIC WORKS

800 Junction Highway

Kerrville, Texas 78028

830-257-8000 / www.kerrvilletx.gov

July 17, 2012

Bill Rich
General Manager
Republic Services
4542 SE Loop 410
San Antonio, TX 78222

Re: Request for Information
Notice of Intent to Adjust Solid Waste Fees

Dear Mr. Rich:

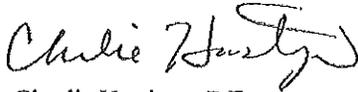
Kerrville is in receipt of your letter dated June 19, 2012, the nature of which is a request to adjust solid waste fees according to changes in CPI and Diesel from years 2010 to 2012. In addition you have requested an extraordinary adjustment of \$1.25 per ton based on the TCEQ Municipal Solid Waste Reporting and Disposal Fee. Please note that Kerrville still collects and pays the \$1.25 per ton for Municipal Solid Waste that is disposed of in the Kerrville Landfill per the Agreement as negotiated in 2006; however, it is also acknowledged this volume has decreased because of the Transfer Station. It is our understanding that you wish to recuperate this fee, as you are paying it for all volumes leaving the Transfer Station placed in your landfill. Below is an excerpt from the Agreement concerning extraordinary adjustments:

- B. **Extraordinary Adjustments:** In addition to the adjustments allowed pursuant to this Article, and beginning October 1, 2008, AW may request that the City Council approve an increase in the Disposal Rates in order to recoup any increases in extraordinary expenses in AW's actual cost of operations resulting solely from any Law that is enacted following the Effective Date of this Agreement, which may include only that portion of an increased fee on an existing law. For purposes of this Section, the phrase "extraordinary expenses" for which AW may seek an increase in rates shall mean an increase in costs which are greater than 5% above AW's current annual cost for its Landfill or Transfer Station services. However, "extraordinary expenses" shall not include any penalty or fine assessed against AW for failure to comply with any new or existing Law or regulation nor shall any such adjustment exceed 5%. AW's request pursuant to this section shall be accompanied by documentation which identifies the specific Law causing the cost increase, details the cost impact of such regulations and contains such other information as City may reasonably request. The City Council shall consider such request upon review of all data provided to the City by AW to justify such increase. If the City Council and AW

In order to comply with the "Extraordinary Adjustments" section above, Allied Waste is responsible for submitting certain required documentation. Please provide the following so that your request may be considered by City Council:

- Identification and date of the specific law that was enacted following the Effective Date of the Agreement that is causing the cost increase. The Effective Date is November 7, 2006.
- Detailed cost impact of the specific law referenced in the bullet dot above to include Allied Waste's current annual costs for its Transfer Station services and increase in annual costs for its Transfer Station services related to the proposed extraordinary adjustment.

If you have any questions or if I can be of further assistance please do not hesitate to call me at 830-258-1220.



Charlie Hastings, P.E.
Public Works Director



July 19, 2012

Charlie Hastings
Director of Public Works
City of Kerrville
800 Junction Highway
Kerrville, TX 78028

Dear Mr. Hastings,

This letter is in response to your Request for Information dated July 17, 2012, to further support our extraordinary adjustment request of \$1.25 per ton based on the TCEQ Municipal Solid Waste Reporting and Disposal Fee. We recognize that the City of Kerrville continues to pay the \$1.25 per ton for the volume that is disposed of in the Kerrville Landfill. Our request is to be based on the volume that is delivered to the Kerrville Transfer Station and then loaded and transported for disposal to our Tessman Road Landfill in San Antonio.

Request #1:

- Identification and date of the specific law that was enacted following the Effective Date of the Agreement that is causing the cost increase. The Effective Date is November 7, 2006.

I have included, as an attachment to this letter, a copy of the TCEQ Regulatory Guidance regarding the Municipal Solid Waste Reporting and Disposal Fee. As you know, this is not a recent enactment or requirement that has caused the cost to increase, as this fee has been around for many years. However, the cost increase to Allied Waste occurred when the Transfer Station opened for operation on September 3, 2010, and began transporting this volume to the Tessman Road Landfill in San Antonio for disposal. The diversion of this volume from the Kerrville Landfill to the Tessman Road Landfill resulted in the \$1.25 per ton fee being paid by Allied Waste when historically it was paid by the City of Kerrville out of the monthly surcharge paid by Allied Waste to the City of Kerrville.

Request #2:

- Detailed cost impact of the specific law referenced in the bullet dot above to include Allied Waste's current annual costs for its Transfer Station services and increase in annual costs for its Transfer Station services related to the proposed extraordinary adjustment.

The following is a breakdown on the fee paid to the TCEQ for volume processed through the Kerrville TS for disposal at Tessman Landfill since September 3, 2010:

2010 – 15,211 tons @ \$1.25/ton = \$19,013.75
2011 – 47,404 tons @ \$1.25/ton = \$59,255.00

2012 – 24,155 tons @ \$1.25/ton = \$30,193.75 (YTD through June)

A total of \$108,462.50 has been paid &/or incurred, through June 2012, by Allied Waste since the opening of the Kerrville TS, for the volume that is processed and delivered for disposal at Tessman Landfill.

As reviewed with the City of Kerrville, shortly after the opening of the transfer station and in numerous conversations since then, this is all additional cost and was not anticipated as an additional cost to Allied Waste during the contract negotiations, based on our intention and interpretation of the contract under:

- Section IV, Item Z – State Surcharge: City shall be responsible for paying the Landfill surcharge imposed by the State of Texas.

As has been discussed between the City of Kerrville and Allied Waste, this fee was being paid directly by the City of Kerrville, out of the amounts paid to the City by Allied Waste for the City's Monthly Surcharge, prior to the date disposal volume began being processed through the transfer station. The payment of this fee has since transferred over to Allied Waste, now that the disposal volume is going through the transfer station before going to the landfill, with no offsetting rate adjustment or surcharge reduction provided to cover this expense.

It was never our intention or understanding during the contract negotiations, that we would be required to absorb the TCEQ Disposal Fee into our existing rate structure, as we felt there was a mechanism in place to cover the payment of this fee through the City of Kerrville's Monthly Surcharge. Essentially, when the City stopped paying the TCEQ Disposal Fee for the volume being processed through the transfer station, it resulted in a surplus cash stream to the City of Kerrville of \$1.25 per ton processed at the transfer station and a negative cash and cost position for Allied Waste, of over \$108,000 so far, as we are now paying this fee ourselves.

The City of Kerrville and Allied Waste have discussed possible solutions to resolve this \$1.25 per ton TCEQ Disposal Fee situation since the opening of the transfer station. These solutions have included:

- Option #1: adding this amount to the gate rate so that the burden of this expense is equally passed on to the user of the service and not only to the City of Kerrville or Allied Waste. This option will result in no financial impact to the City.
- Option #2: apply it against the City of Kerrville Monthly Surcharge Rate, where this fee was historically paid from, and reduce the surcharge payment accordingly each month with no offsetting gate rate adjustment against Allied Waste.

Although many discussions on this subject have taken place since the opening of the transfer station, we have not made progress on a resolution. I understand that classifying this request under the extraordinary adjustment section of the contract may not be entirely accurate and I apologize for any confusion this may have caused however, the inclusion and intention of this

request is to formalize our need to correct this cost situation in a fair, equitable and timely manner, based on our intent and understanding surrounding this fee during contract negotiations.

I hope the above provides the additional clarity for our request regarding the TCEQ Municipal Solid Waste Reporting and Disposal Fee.

Please feel free to contact me should you have any questions or concerns regarding this request.

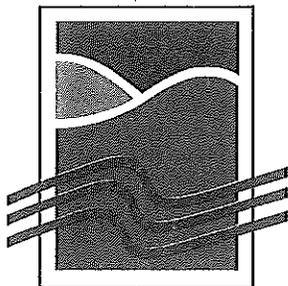
We appreciate the opportunity and privilege to be long term partners with the City of Kerrville as well as members of the Kerrville Community.

Very Respectfully,

A handwritten signature in black ink, appearing to read "Bill Rich", with a stylized flourish at the end.

Bill Rich
General Manager
Republic Services

Cc: Todd Parton – City Manager, City of Kerrville
Brad Dugas – Area President, Republic Services



CITY OF KERRVILLE

PUBLIC WORKS

800 Junction Highway

Kerrville, Texas 78028

830-257-8000 / www.kerrvilletx.gov

August 6, 2012

Bill Rich
General Manager
Republic Services
4542 SE Loop 410
San Antonio, TX 78222

Re: Notice of Intent to Adjust Solid Waste Fees
Response to Proposed Extraordinary Adjustment

Dear Mr. Rich:

Kerrville is in receipt of your letter dated July 19, 2012, the nature of which is a request for an extraordinary adjustment of \$1.25 per ton based on the TCEQ Municipal Solid Waste Reporting and Disposal Fee. This request is scheduled for Council consideration on the 6 pm, August 14, 2012 city council meeting located in the Council Chambers at City Hall, 800 Junction Highway, Kerrville, Texas 78028. Allied Waste will be given an opportunity to address the city council directly at this meeting. Please understand that it is staff's position that this request does not meet the requirements set out in the Agreement for an extraordinary adjustment. Staff believes this request would require renegotiation of the contract. Allied Waste's other request to adjust solid waste fees according to changes in Consumer Price Index and Diesel Fuel is also being considered by Council with a staff recommendation to accept those proposed rate adjustments.

If you have any questions or if I can be of further assistance please do not hesitate to call me at 830-258-1220.

Charlie Hastings, P.E.
Public Works Director

Agenda Item:

5C. A resolution amending the City of Kerrville fee schedule by revising fees charged for various services and uses provided or offered by the city. (staff)

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

**A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE
SCHEDULE BY REVISING FEES CHARGED FOR VARIOUS SERVICES
AND USES PROVIDED OR OFFERED BY THE CITY**

WHEREAS, the City Council of the City of Kerrville adopted a Fee Schedule by Resolution No. 91-138 on September 24, 1991, and has amended said document on a number of occasions; and

WHEREAS, City staff recommends fees charged for various services and uses provided or offered by the City be changed, and the City Council has determined it is in the public interest of the citizens of Kerrville to revise such fees;

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

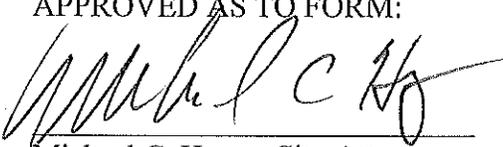
The Fee Schedule of the City of Kerrville, Texas, is amended as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, such changes to be effective October 1, 2012.

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

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary

City of Kerrville
Fiscal Year 2013
Proposed Fee Schedules

ADMINISTRATION FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
ADMINISTRATION DEPARTMENT:		
AMBULANCE LICENSE (per year)	\$250.00	\$250.00
COPIES OF PUBLIC INFORMATION:		
Standard size paper copy (per page)	\$0.10	\$0.10
Non-standard size copy:		
Computer diskettes (each)	\$1.00	\$1.00
Computer magnetic tape (each)	\$10.00	\$10.00
VHS video cassette (each)	\$2.50	\$2.50
Audio cassette (each)	\$1.00	\$1.00
Oversized Paper copy (per page)	\$0.50	\$0.50
Other	Actual Cost	Actual Cost
Labor charge (per hour and if applicable under state law)	\$15.00	\$15.00
Overhead charge (if applicable under State law)	20% of Personnel Charge	20% of Personnel Charge
Microfiche or microfilm charge:		
Paper copy (per page)	\$0.10	\$0.10
Fiche or film copy	Actual Cost	Actual Cost
Remote document retrieval charge	Actual Cost	Actual Cost
FAX TRANSMISSIONS:		
Local (per page)	\$0.10	\$0.10
Long distance, same area code (per page)	\$0.50	\$0.50
Long distance, different area code (per page)	\$1.00	\$1.00
Other costs	Actual Cost	Actual Cost
JUNK YARD OPERATION LICENSE	\$5.00	\$5.00
NATURAL GAS TRANSPORTED THROUGH PIPELINE:		
during the preceding month for consumption or use within the City.		
PEDDLERS AND SOLICITORS FEE:		
Base Charge (per year)	\$600.00	\$600.00
For Each Additional Person-		
Thirty days	\$10.00	\$10.00
One Year	\$100.00	\$100.00
Deposit	\$750.00	\$750.00
Exemptions		
Temporary special events, sales and festivals sponsored by charitable organizations recognized as such by the United States' Internal Revenue Service.		
Temporary special events, sales and festivals sponsored by governmental subdivisions, including school districts, Chamber of Commerce and Junior Chamber of Commerce.		
Texas State Arts and Crafts Fair and other special events such as the Easter Chili Cook-off or Jimmy Rodgers Jubilee, as approved by Council, provided that the organizer/operator of said events provides the information required for an open air market.		
Traveling salesman or solicitor calling only upon commercial businesses in the City.		
Garage sales.		
A business with a separate business location in the City that furnished proof of payment to the City of all ad valorem and personal property taxes then due.		
Six or more businesses that are organized in a sales show, convention, or similar sales by an indoor shopping mall, hotel, or similar sponsor.		
Businesses conducted in an open air market in compliance with all laws and zoning regulations applicable thereto.		
Sale of fresh produce (fruit, nuts, and vegetables).		
Sale of firewood.		
SEXUALLY ORIENTED BUSINESSES		
Annual License Fee	\$500.00	\$500.00
Annual Fee per Employee	\$50.00	\$50.00
VEHICLE FOR HIRE PERMIT	\$25.00	\$25.00
TRAVELING SHOW AND EXHIBITION LICENSE (30 days)	\$100.00	\$100.00
Exceptions-		
Carnivals, circuses, travel-shows, tent shows, exhibits, menagerie which are actually operated by volunteers of a public school located in Kerr County, or a bona fide charity located in Kerr County, or a service organization located in Kerr County.		

BUSINESS DEVELOPMENT FEE SCHEDULE

BUSINESS DEVELOPMENT DEPARTMENT:	FY 12 ADOPTED	FY 13 Proposed
DOWNTOWN RESTROOM AFTER HOURS USE (Between 5:30 PM and 9:30 AM)		
User Fee Per Day:		
More than 4 hours	\$50.00	\$50.00
Less than 4 hours	\$25.00	\$25.00
Deposit	\$100.00	\$100.00

FINANCE FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
FINANCE DEPARTMENT:		
RETURNED ITEM HANDLING (check, bank draft, etc.)	\$25.00	\$25.00
NEW ACCOUNT FEE (for water, sewer or garbage)	\$25.00	\$25.00
UTILITY CUSTOMER DEPOSIT		
Residential	\$75.00	\$75.00
Commercial	\$75.00	\$75.00
Maximum of double the amount of estimated average month usage; the actual amount of the deposit to be set between such minimum and maximum by the Director of Finance.		
SERVICE CHARGE (includes turn-off, turn-on, pull/lock meter, or any service requiring a trip to the location)		
During Working Hours	\$25.00	\$25.00
After Hours	\$50.00	\$50.00
RECYCLING BINS (each)	Move to Solid Waste	Move to Solid Waste
USE OF TYPE I RECLAIMED WATER FOR IRRIGATION OF THE SCOTT SCHREINER MUNICIPAL GOLF COURSE		
Per 1,000 gallons	\$0.38	\$0.38
BULK SALE OF TYPE 1 RECLAIMED WATER		
Up to 3,000 gallons per load	\$10.00	\$10.00
Greater than 3,000 gallons per load	\$17.50	\$17.50
LIEN FILING FEE	Actual Cost	Actual Cost

FIRE FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
FIRE		
Request for Public Information (per address)	See Administrative Fee Schedule	See Administrative Fee Schedule
Hard Copy (Paper) Format		See Administrative Fee Schedule
Electronic Format		See Administrative Fee Schedule
FAX Transmissions	See Administrative Fee Schedule	See Administrative Fee Schedule
Plan Review Fee (Credited Toward Permit When Permit is Approved)	50% of Permit Fee	50% of Permit Fee
Outdoor Burning Permits		
Ceremonial Fire Permits (Bonfires)	\$250.00	\$250.00
Controlled Burns	\$150.00	\$150.00
Permit for Bulk Storage and/or Dispensing of Liquid Propane Gas	\$100.00	\$100.00/Annual
Permit for Storage of Portable LP-Gas Containers Awaiting Use or Resale	\$20.00	\$20.00
Permit for Use, Storage or Handling of Compressed Gases in Excess of Amounts Listed in Table 105.6.8 of the 2003 edition <i>International Fire Code</i>	\$100.00	\$100.00
Blasting Permit	\$150.00	\$150.00
Commercial Bar-B-Que Pit Permit	\$25.00	\$25.00
Under Ground Fuel Storage Tank Removal Permit (per site)	\$75.00	\$75.00
Tent Permit	\$20.00	\$20.00
Permit for Spray Room, Dip Tank or Booth Used for Application of Flammable or Combustible Finishes	\$75.00	\$75.00
Permit for Industrial Oven Installation	\$100.00	\$100.00
Canopy Permit	\$20.00	\$20.00
Membrane Structure Permit	\$20.00	\$20.00
Liquid Propane Tank Installation Permit (per tank)	\$75.00	\$75.00
Under/Above Ground Combustible or Flammable Liquid Fuel Storage Tank:		
Repair/Replace Existing Tanks or Product Lines:		
Per Tank	\$40.00	\$40.00
Per Site Product Line Replacement/Repair	\$40.00	\$40.00
Water Flow Test	\$75.00	\$75.00
Professional Pyrotechnical Display	\$250.00	\$350.00
Fire Sprinkler:		
Above Ground System		
New Installation	\$100 per system + \$.25 per sprinkler head.	\$100 per system + \$.25 per sprinkler head.
Repair/Remodel/Addition	\$100 per system + \$.25 per sprinkler head.	\$100 per system + \$.25 per sprinkler head.
Underground Fire Sprinkler or Standpipe Main	\$75 per system	\$75 per system
Above Ground Fire Standpipe System Only	\$75 per system	\$75 per system
Fire Pump and Related Equipment Installation/Modification	\$100.00	\$100.00
Fire Alarm Installation:	\$75 per system + \$1.00 per device	\$75 per system + \$1.00 per device
Fire Alarm Repair/Remodel:	\$75 per system + \$1.00 per device	\$75 per system + \$1.00 per device
All Other Fire Protection/Detection Systems *	\$75 per system	\$75 per system
Security grills, special egress locks, delayed locks, access-controlled locks and electromagnetic locks		\$50.00 per system + \$1.00 per device
Smoke control or exhaust system		\$100.00 per system
False Fire Alarm Fee *		
More than 3 times but fewer than 6 in preceding 12 month period	\$50.00	\$50.00
More than 5 times but fewer than 8 in preceding 12 month period	\$75.00	\$75.00
More than 8 or more times in preceding 12 month period	\$100.00	\$100.00
Re-inspection Fee (Excludes annual fire inspections)	\$100.00	\$100.00
Fire Inspections Requested/Scheduled Outside of Normal Business Hours		

FIRE FEE SCHEDULE (Continued)

	\$60 Per hour, 2 hours minimum. The minimum fee must be paid in advance of the inspection. Any balance due must be paid within 24 hours.	\$60 Per hour, 2 hours minimum. The minimum fee must be paid in advance of the inspection. Any balance due must be paid within 24 hours.
Non-Holiday		
City Recognized Holiday	Fee is calculated Holiday Pay of the employee plus applicable benefits, minimum 2 hours. The minimum fee must be paid in advance of the inspection. Any balance due must be paid within 24 hours.	Fee is calculated Holiday Pay of the employee plus applicable benefits, minimum 2 hours. The minimum fee must be paid in advance of the inspection. Any balance due must be paid within 24 hours.
Hazardous Materials Permit		\$100.00
Flammable and Combustible Liquids Storage / Handling / Dispensing Permit	\$100.00	\$75.00
Miscellaneous Combustible Storage Permit	\$75.00	\$75.00
High Pile Storage Permit	\$75.00	\$75.00
State Mandated Occupancy Inspection Outside City Limits	\$75.00	\$75.00
Daycare (7 or fewer children), Foster Care, Adoption		\$50.00
Daycare (7 or more children), Halfway Houses, Group Care, MHMR F	\$50.00	\$75.00
Youth Camps and Day Camps	\$75.00	\$150.00
Schools and Instructional Facilities	\$150.00	\$150.00
Hospital, Nursing Home, Assisted Living Facility Inspection	\$150.00	\$150.00
All Other	\$150.00	\$100.00
Fire Pump Acceptance Test		\$100.00
Event Permit (Carnivals and Fairs)	\$100.00	\$75.00
Hot Work Permit	\$75.00	\$50.00
Amusement Building Permit	\$50.00	\$50.00
Exhibit or Trade Show Permit	\$50.00	\$50.00
Any other permit designated by the International Fire Code for which a fee is not otherwise specified in this fee schedule.	\$50.00	\$50.00
Change of Occupancy Inspection		\$20.00
Investigation Fee for Issuance of Permit After Construction Is Started Without an Approved Permit	Equal to Permit Fee	Equal to Permit Fee
Fee for Appeal to Building Board of Adjustment and Appeals		\$150.00
	EMS:	\$150.00
Basic Life Support (Non-Emergency)		\$405.40
Basic Life Support (Emergency)	\$405.40	\$648.64
Advanced Life Support I (Non-Emergency)	\$648.64	\$486.48
Advanced Life Support I (Emergency)	\$486.48	\$770.26
Advanced Life Support II (Emergency)	\$770.26	\$1,114.86
Specialty Care Transport	\$1,114.86	\$1,114.86
Aid Only, No Transport	\$1,114.86	\$150.00
Dedicated Standby per hour	\$150.00	\$100.00
For first two hours (per hour)		\$100.00
Per hour after first two hours	\$100.00	\$75.00
Response Fee	\$75.00	\$150.00
Local Transport (No Supplies)	\$75.00	\$150.00
Return (No Supplies)	\$150.00	\$150.00
Mileage (per loaded mile)	\$150.00	\$20.82
Supply/Procedure Charges:		
IV Administration		\$20.00
Medication Administration	\$20.00	\$30.00
Bandaging & Splinting	\$30.00	\$20.00

GOLF FEE SCHEDULE

SCOTT SCHREINER MUNICIPAL GOLF COURSE FEES:	FY 12 ADOPTED FEES		FY 13 Proposed FEES	
	9 Holes	18 Holes	9 Holes	18 Holes
Green Fees:				
Regular:				
Weekday	\$11.00	\$18.00	\$11.00	\$18.00
Weekend and holidays *	\$17.00	\$24.00	\$17.00	\$24.00
Member:				
Weekday	\$5.00	\$6.00	\$5.00	\$6.00
Weekend and holidays *	\$6.00	\$7.00	\$6.00	\$7.00
Junior:				
Weekday	\$2.75	\$4.00	\$2.75	\$4.00
Weekend and holidays *	\$5.50	\$6.75	\$5.50	\$6.75
Cart Rental:				
Full Cart	\$11.00	\$22.00	\$11.00	\$22.00
Half Cart	\$6.00	\$11.00	\$6.00	\$11.00
Trail Fee:				
Member Private Cart w/ annual Private Cart Fee	\$4.00	\$7.00	\$4.00	\$7.00
Non-member Private Cart	\$6.00	\$12.00	\$6.00	\$12.00
Private Cart Passenger w/ annual Private Cart Fee	\$4.00	\$7.00	\$4.00	\$7.00
Private Cart Passenger w/o annual Private Cart Fee	\$5.50	\$11.00	\$5.50	\$11.00
Member Dues:				
Annual Golf - First Family Member	N/A	\$500.00	N/A	\$500.00
Annual Golf - Second Family Member	N/A	\$400.00	N/A	\$400.00
Quarter Golf - First Family Member	N/A	\$200.00	N/A	\$200.00
Annual Private Cart	N/A	\$220.00	N/A	\$220.00
<p>Note: All annual fees shall expire on the same date. Should a second annual fee be required, it shall be prorated to expire on the same date as the first annual fee with all subsequent payments due and payable at the same time</p>				
Cart Storage:				
Annual	N/A	\$420.00	N/A	\$420.00
Quarter	N/A	\$140.00	N/A	\$140.00
<p>The City will not accept payments for more than one period in advance (annual or quarter), nor will the City Pro or his representative.</p>				
Special Golf Fees:				
Senior Rates (65 and older)				
Non-Member - Weekday (includes green fee only) Cart Separate		\$13.00		\$13.00
		Drops cart		Drops cart
Twilight Fees:				
Starts at 2.00 PM (includes green fee only) Cart separate				
Member - Weekday		\$3.00		\$3.00
Member - Weekend *		\$4.00		\$4.00
Non-Member - Weekday		\$11.00		\$11.00
Non-Member - Weekend *		\$14.75		\$14.75
Tournament/Promotional Fees (minimum standard is 25 individual players):				
Standard group rate for 25+ players Weekday / Weekend Afternoons		25.00/player		25.00/player
Standard group rate for 25+ players Weekend mornings		35.00/ player		35.00/ player
and to broaden the customer base by attracting golfers from nearby communities.				
Driving Range Fees				
Small Bucket		\$3.00		\$3.00
Large Bucket		\$5.00		\$5.00
Driving Range Membership - Annual		\$300.00		\$300.00
Driving Range Membership - Quarterly		\$100.00		\$100.00
Rental Clubs	\$15.00	\$25.00	\$15.00	\$25.00
Full Carts	\$3.00	\$6.00	\$3.00	\$6.00

* Weekend rates are in place Friday through Sunday

KERRVILLE/SCHREINER PARK FEE SCHEDULE

PARKS AND RECREATION DEPARTMENT:
Kerrville/Schreiner Park Fees

Daily Entrance Fees:

	FY 12 ADOPTED	FY 13 Proposed
Adult (13 and over), not to exceed \$10 per car.	\$ 4.00	\$ 4.00
Child (12 and under)	\$ 1.00	\$ 1.00
Seniors (over 65, regardless of residency)	\$ 2.00	\$ 2.00
Commercial Vehicles		\$ 20.00
Annual Day Use Pass (per vehicle) valid ONLY at Kerrville-Schreiner Park (excludes commercial vehicles)	\$ 25.00	\$ 25.00
Second vehicle pass for additional vehicles registered at the same address	\$ 15.00	\$ 15.00
Group School-Sponsored Trip (entrance fee per person 13 through 18)(not overnight)	\$ 0.50	\$ 0.50
City of Kerrville employees and immediate family members will be exempt from Daily Entrance Fees only; all other fees apply.		

Facility Use Fees:

Camping per day. (Fees cover up to 4 persons per site. Maximum of 8 persons allowed per site; any persons over the 4 included in fee structure are subject to the daily entrance fees).		
Tent Site W/Water	\$ 20.00	\$ 20.00
Monthly rate for general campsites ONLY is year-around	\$ 297.00	\$ 297.00
RV Site - 30 AMP W/Water, No Sewer Sites 221 - 235 and 317 - 323	\$ 23.00	\$ 23.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 413.00	\$ 413.00
RV Site - 30 AMP W/Water and Sewer Hookups Sites 211-220 RIVERSIDE ONLY	\$ 26.00	\$ 26.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 490.00	\$ 490.00
RV Site - 30 AMP W/Water and Sewer Hookups Sites 111-130 Deerfield Loop ONLY	\$ 26.00	\$ 26.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 528.00	\$ 528.00
RV Site -50 AMP W/Water and Sewer Hookups SITES 201-210 Sites 201-210 with 50 amp/30 amp/ 20 amp connections are on the RIVERSIDE ONLY	\$ 28.00	\$ 28.00
Monthly rate from September 15 through May 15 (includes all utilities)	\$ 561.00	\$ 561.00
Mini-cabins, beds provided for 4 persons, (NO PETS) Hotel/motel taxed applies. Cabins are air-conditioned, heated, have table and chairs, campfire rings (pit/grill), and picnic tables. No linens provided. \$25 security deposit required.	\$ 60.00	\$ 50.00
Overflow Camping Area (available ONLY when all other sites are taken)	\$ 20.00	\$ 20.00
Park Cabin--beds provided for 6 persons (NO PETS) Hotel / motel tax applies. Cabin is air conditioned, heated, and a picnic table with combination campfire pit/grill. Cabin has small refrigerator, microwave oven, coffee maker, toaster, can opener, and a limited supply of dishes-- Customer needs to bring towels, as well as any additional microwavable kitchen items which might be needed. Fee covers entrance fees for up to 6 persons; any in excess of those 6 subject to daily entrance fee schedule. \$50 security deposit required.	\$ 110.00	\$ 110.00
Ranch House--beds provided for 8 persons (NO PETS) Hotel / motel tax applies. Cabin is air conditioned, heated, and a picnic table with combination campfire pit/grill. Ranch has refrigerator, microwave oven, coffee maker, toaster, can opener, and a limited supply of dishes-- Customer needs to bring towels, as well as any additional microwavable kitchen items which might be needed. Fee covers entrance fees for up to 8 persons; any in excess of those 8 subject to daily entrance fee schedule. \$150 security deposit required.	\$ 200.00	\$ 190.00
For all non-group overnight facilities, pay for 6 nights and the 7th night is a no charge (Year-around / NON-REFUNDABLE)		
Group Dining Hall (G.D.H) with Kitchen (capacity 100). Facility is equipped with a full kitchen including deep sinks and hot water. Two microwaves ovens refrigerator/ freezer. Full width serving bar and tables with seating for approximately 100 persons. Outside has a very large group charcoal grill. NO PETS allowed!! This facility is NOT AIR CONDITIONED, it is a screened building. Include entrance fees for up to 100 people. \$50 security deposit required.	\$ 145.00	\$145.00 plus \$50 deposit
Group Recreation Hall (G.R.H) Facility is air conditioned and heated with restrooms inside, a full kitchen with 2 microwave ovens and refrigerator/ freezer. It has 8 folding banquet tables with 50 chairs. Customer must reserve 2 days for overnight usage. Overnight capacity is 50 persons (Day Use capacity is 100 persons). No beds are provided. (Bring sleeping bags, foam pads, cots, etc.) No pets are allowed. Outside has a very large group charcoal grill. Includes entrance fees for up to 100 people. \$100 security deposit required	\$ 300.00	\$300.00 plus \$100 deposit
Group Picnic Area (G.P.A) Capacity is 100 people. Locations as available. Fee cover entrance fees for up to 10 people.	\$ 50.00	\$ 50.00
Amphitheater with a capacity of 220 people (contact the park for information and reservations)	\$ 100.00	\$ 100.00
When rented in conjunction with the Group Recreation Hall	\$ 25.00	\$ 25.00
Reservation Fee, Cancellation Fee, Transfer Fee (Required by contract with TPWD)	\$ 10.00	\$ 20.00
Trailer Dump Fee (only if not camping in park) No Entrance Fee if dumping only.	\$ 25.00	\$ 25.00
Shower Fee (only if not camping in park)	\$ 5.00	\$ 5.00
Excess Vehicle Parking (charged for all vehicles beyond the two per site limit)	\$ 5.00	\$ 5.00
Butterfly Garden (for exclusive use for private events)--does not include Entrance Fees	\$ 50.00	\$ 50.00
Reservation Fee	\$ 5.00	\$ 5.00
Extra person occupancy fee	\$ 3.00	\$ 3.00

LIBRARY FEE SCHEDULE

LIBRARY DEPARTMENT:	FY 12 ADOPTED	FY 13 Proposed
Meeting Room:		
Meeting Room (per day)	\$20.00	\$20.00
Piano (concert) (per day)	\$10.00	\$10.00
Piano (student recitals) (per day)	\$20.00	\$20.00
Repair of damaged furniture, equipment or facility	Actual Cost	Actual Cost
Gazebo:		
Gazebo (per day)	\$30.00	\$30.00
Duplicating Services:		
Photocopiers (per page) - Black & White	\$0.10	\$0.10
Photocopiers (per page) - Color	\$0.25	\$0.25
Microform Reader/Printers (per page)	\$0.10	\$0.10
Computer/Internet Printing (per page) - Black & White	\$0.10	\$0.10
Computer/Internet Printing (per page) - Color	\$0.25	\$0.25
Circulation Charges:		
Library Card (Kerr County Resident) Resident Card	No Charge	No Charge
Nonresident Card (renewed each year)	\$25.00	\$25.00
Temporary Visitor Card (per month) Nonresident Temporary Card (renewed monthly)	\$3.00	\$3.00
Library Card Replacement (first one free)	\$1.00	\$1.00
Fax Transmissions:		
United States (per page)	\$1.00	\$1.00
International (first page)	\$5.00	\$5.00
Each additional International page	\$1.00	\$1.00
Any provider fees or surcharges	Actual Cost	Actual Cost
Overdue Fines:		
Books - Adults (per day/per item; \$12.00 maximum)	\$0.10	\$0.10
Books - Children (per day/per item; \$5.00 maximum)	\$0.10	\$0.10
Audiotapes Audiobooks and CDs (per day/per item, \$8.00 \$12.00 maximum)	\$0.10	\$0.10
CDs (per day/per item; \$12.00 maximum)	\$0.10	\$0.10
DVDs/Videos and BluRay (per day/per item; \$12.00 maximum)	\$1.00	\$1.00
Story Time Kits (per day/per kit; \$12.00 maximum)	\$1.00	\$1.00
Other Kits (per day/per kit; \$12.00 maximum)	\$1.00	\$0.10
Laptops (per day/per item; \$50.00 maximum)	\$5.00	\$5.00
Overdue Electronic Equipment Device (per day; up to cost of item)	TBD	\$10.00
Process Fee:		
Any Lost or Damaged Items materials - Non Electronic (per item plus actual replacement cost)	\$6.00	\$6.00
Lost or Damaged Electronic Device Processing Fee		\$25.00

LIBRARY FEE SCHEDULE (Continued)

Electronic Equipment:		
Damaged equipments and accessories	Actual replacement cost of item or next available generation of item if original is no longer on the market plus \$25.00 processing fee.	Actual replacement cost of item or next available generation of item if original is no longer on the market plus \$25.00 processing fee.
Accessories only	Actual Cost plus \$6.00 Process Fee	Actual Cost plus \$6.00 Process Fee
Replacement of Items:		
	\$800.00, plus \$15.00 Processing Fee	\$800.00, plus \$15.00 Processing Fee
	Actual replacement cost, plus \$6.00 Processing Fee	Actual replacement cost, plus \$6.00 Processing Fee
	\$10.00 per disk, plus \$6.00 Processing Fee	\$10.00 per disk, plus \$6.00 Processing Fee
	\$6.00 per cassette tape, plus \$6.00 Processing Fee	\$6.00 per cassette tape, plus \$6.00 Processing Fee
Electronic Device Fees:		
Electronic Device Deposit		Any Patron wishing to borrow an electronic device must sign a credit card authorization listing a valid credit card to be kept on file.
Electronic Device not returned according to policy		\$25.00
Programs/Applications charged to the Library Account		Actual Cost plus \$5.00 Process Fee
Lost/Damaged		
Books (BHML - all ages)	Actual Cost plus \$6.00 Process Fee	Actual Cost plus \$6.00 Process Fee
Books (History Center, rare, out of print)	Lesser of appraised value of item or \$100.00	Lesser of appraised value of item or \$100.00
CDs (Books on CD, music CD)	Actual Cost plus \$6.00 Process Fee	Actual Cost plus \$6.00 Process Fee
Replacement of individual CD in a set - Music or Book on CD (when available)	\$10.00 per disc plus \$6.00 process fee	\$10.00 per disc plus \$6.00 process fee
DVDs (all ages - including sets)	Actual Cost plus \$6.00 Process Fee	Actual Cost plus \$6.00 Process Fee
Kits (all kits)	Actual Cost plus \$6.00 Process Fee	Actual Cost plus \$6.00 Process Fee
Apple iPad 2 (includes accessories)		Actual Cost of Item or next available generation of item if original is no longer on the market plus \$25.00 process fee.
Amazon Kindle Fire (includes accessories)		
Dell Latitude E5410 laptop (include accessories)		
Dell Latitude 2120 Mini Laptops (includes accessories)		
Samsung Galaxy Tablet (includes accessories)		
Electronic Device Accessories	Actual Replacement Cost plus \$5.00 process fee	Actual Cost plus \$6.00 Process Fee
Replacement MP3-CD	Actual Replacement Cost plus \$6.00 process fee	Actual Replacement Cost plus \$6.00 process fee
Replacement Play-a-ways		
Interlibrary Loan:		
Any overdue item (per day/per item; \$15.00 maximum)	\$1.00	\$1.00
Lost or Damaged Item	Lending Library determines Charge	Assessed by Lending Library
Lost or Damaged Item Processing (per item plus lending library's charges)	\$6.00	\$6.00
Return Postage	Per Pound Library Rate	Per Pound Library Rate No Charge
Any additional fees or charges to be determined by the lending library are the patron's responsibility		
Replacement of Miscellaneous Parts:		
Video/CD/DVD cassette case (Single)	\$1.00	\$4.00
CD/DVD case (Single)	\$2.00	\$1.00
DVD case (Multiple)	\$4.00	\$4.00
Book on CD case (Multiple, up to 12 CDs)	\$12.00	\$12.00
Book on CD case (Multiple, up to 24 CDs)	\$16.00	\$16.00
CD Jewel Case (Multiple, 2 disk)	\$3.00	\$3.00
AV storage bags	\$1.00	\$1.00
Research Fees (requested from outside of service area)		
Handling Fee/Postage	\$3.00	\$3.00
Photocopy	\$0.10/page	\$0.10/page
Fax (United States)	\$1.00/page	\$1.00/page
Fax (International)	\$5.00 for first page, \$1.00 each additional page	\$5.00 first page/ \$1.00 each additional page

MUNICIPAL COURT FEE SCHEDULE

MUNICIPAL COURT	FY 12 ADOPTED	FY 13 Proposed
	On-Line Transaction Fee	\$1.50
Municipal Court Technology Fee	\$4.00	\$4.00
Building Security Fee	\$3.00	\$3.00

PARK AND RECREATION FEE SCHEDULE

	FY 12 ADOPTED FEES	FY 13 Proposed
PARKS AND RECREATION DEPARTMENT:		
PARK FEES:		
SPECIAL EVENTS PERMIT (per application)	\$30.00	\$30.00
Boardwalk Pavilion (per hour, 4hr. Max)	\$100.00	\$100.00 plus \$200 deposit
LHP—Pavilion & BBQ Area with tables, Restrooms, 1/2-day		
Resident	\$75.00	\$75.00
Non-Resident	\$100.00	\$100.00
Deposit	\$100.00	\$100.00
LHP - Pavilion & BBQ Area with tables, Restrooms, All day		
Resident	\$125.00	\$125.00
Non-Resident	\$150.00	\$150.00
Deposit	\$150.00	\$150.00
Carver Park BBQ, 10 Tables, RR, Pavilion, All day		
Resident	\$75.00	\$75.00
Non-Resident	\$100.00	\$100.00
Deposit	\$100.00	\$100.00
Small Park Pavilions		
1/2-day	\$25.00	\$25.00
All day	\$40.00	\$40.00
Deposit	\$25.00	\$25.00
Tranquility Island		\$50.00
Guadalupe Park Athletic Lights (per hour)-Athletic Fields/Court (per hour)	\$15.00	\$15.00 without lights
Athletic Fields/Court (per hour)		\$20.00 with lights
Centennial Stage		
With tent and electricity	\$600.00	\$600.00
Without tent, with electricity	\$125.00	\$125.00
Without tent, without electricity	\$50.00	\$50.00
Deposit	\$150.00	\$150.00
SOFTBALL FEES:		
League Players Fee (per participant)	\$5.00	\$5.00
Field per Day, no Lights	\$150.00	\$150.00
Field per Day, with lights	\$175.00	\$175.00
Tournament Clean-up and key deposit	\$150.00	\$150.00
Deposit for Bases & Equipment	\$100.00	\$100.00
Practice Use No Lights (per hour)	\$15.00	\$15.00
Practice Use With Lights (per hour)	\$20.00	\$20.00
TENNIS CENTER FEES:		
Court Fees-		
All ages - 1 1/2 hour per person/singles reservation	\$3.00	\$3.00
2 Hours per doubles reservation		
Tournament Fees-		
One court fee per player per day	Negotiated in contract	Negotiated in contract
Exemptions-		
KISD Tournaments and Practice	\$0.00	\$0.00
Schreiner College Tournaments	\$0.00	\$0.00
Annual Fees -		
Juniors (under 21 years) per year	\$90.00	\$90.00
Adults per year	\$150.00	\$150.00
Family per year	\$225.00	\$225.00
KISD Joint Use Fee (per year)	\$0.00	\$0.00
SWIMMING POOL FEES:		
Olympic Pool - Admissions - Adult (13 and over)	\$3.00	\$3.00
Olympic Pool - Admissions - Children (4 to 12)	\$3.00	\$3.00
Olympic Pool - Admissions - Children (3 and under with accompanying parent)	\$0.00	\$0.00
Olympic Pool - Admissions - Non-swimmers all ages	\$1.00	\$1.00
Summer Individual Pass	\$50.00	\$50.00
Summer Family Pass - up to 4 family members	\$100.00	\$100.00
Summer Family Pass - Additional member	\$20.00	\$20.00
Discount Pass		\$45.00
Private Pool Rental - 2 hours / Includes lifeguards	\$200.00	\$200.00
Pool Pavilion Rental - 2 hours / does not include cost of pool admission	\$20.00	\$20.00
Pool Picnic Area Rental - 6 hours/does not include cost of pool admission		\$20.00
Cancellation Fee		\$10.00
Swim Lessons (per person)	\$35.00	\$35.00

INSPECTION FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
BUILDING INSPECTION:		
PROFESSIONAL AND OCCUPATIONAL LICENSES:		
General Contractor License	\$500.00	\$500.00
General Contractor License Renewal	\$100.00	\$100.00
General Contractor License / Single Project (currently charged at GC rate)	\$100.00	\$100.00
Master Electrician License	\$0.00	\$0.00
Master Electrician License Renewal	\$0.00	\$0.00
Restricted Master Electrician License	\$0.00	\$0.00
Journeyman Electrician License	\$0.00	\$0.00
Apprentice Electrician License Renewal	\$0.00	\$0.00
BUILDING, CONSTRUCTION & DEMOLITION PERMITS (single family residential):		
(By value of construction)		
\$1,000 and less	\$25.00	\$25.00
\$1,000 to \$50,000	\$25.00 for the first \$1,000.00, plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00	\$25.00 for the first \$1,000.00, plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00
\$50,000 to \$100,000	\$270.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000	\$270.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000
\$100,000 to \$500,000	\$470.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00	\$470.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00
\$500,000 and up	\$1,670.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.	\$1,670.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.
Re-inspection Fee	see recommended changes	see recommended changes
Demolition and Moving Deposit	\$500.00	\$500.00
<i>*For commercial properties over \$500,000 in value, fees will be determined by actual cost of service.</i>		
BUILDING, CONSTRUCTION & DEMOLITION PERMITS (commercial and multifamily):		
(By value of construction)		
\$1,000 and less	\$25.00	\$25.00
\$1,000 or greater	\$5.00 for each thousand or fraction thereof	\$5.00 for each thousand or fraction thereof
Demolition and Moving Deposit	\$500.00	\$500.00
<i>*For commercial properties over \$500,000 in value, upon approval of the City Manager, fees may be determined by actual cost of service</i>		
BUILDING, CONSTRUCTION & DEMOLITION PLAN REVIEW		
Plan review fee is due at permit application	50% of Building Permit Fee	50% of Building Permit Fee
ELECTRICAL PERMITS	\$40.00	\$40.00
Circuits	\$2.00	\$2.00
Fixtures	\$0.50	\$0.50
Motors (1 HP and smaller)	\$2.00	\$2.00
Motors (over 1 to 10 HP)	\$2.50	\$2.50
Motors (over 10 to 25 HP)	\$3.00	\$3.00
Motors (over 25 HP)	\$5.00	\$5.00
Services	\$7.50	\$7.50
Services (per additional meter)	\$7.50	\$7.50
Appliances (range, water heater, dishwasher, disposal, dryer, etc.)	\$2.00	\$2.00
Equipment (welder)	\$3.00	\$3.00
Equipment (transformers)	\$5.00	\$5.00
Equipment (others)	\$3.00	\$3.00
Signs	\$5.75	\$5.75
Neon Signs For Transformer	\$1.00	\$1.00
Re-inspection Fee	see recommended changes	see recommended changes

INSPECTION FEE SCHEDULE (Continued)

Value of Construction to be determined by the greater of		
Value quoted by contractor		
Value calculated using the ICC Project Valuation Tables as updated		
Plan review fee to be paid at time of permit submittal		
Leave fee at 1/2 of permit fee for first review. Initial review fee includes review of minor changes.		
Create fee for major second review due to substantial submittal, or major project changes - b's at \$60/hour		
Reinspection Fee		
First Reinspection Fee	\$0.00	\$0.00
Second Reinspection - same permit	\$100.00	\$100.00
Subsequent Reinspection - same permit	\$150.00	\$150.00
Change of Contractor on Active Permit		
Administrative fee	\$100.00	\$100.00
plus		
Reissue permit based on percentage of work completed/remaining on project	per fee schedule	per fee schedule
Special Inspection Fee		
Business Hour Inspection - Scheduled	\$50 per permit same address	\$50 per permit same address
Off Hour Inspection - Scheduled	\$50 per hour/two hour minimum	\$50 per hour/two hour minimum
Off Hour Inspection - Emergency	\$80 per hour/four hour minimum	\$50 per hour/four hour minimum
IRRIGATION SYSTEM PERMITS (LAWN SPRINKLER SYSTEM)		
<i>City Water Customers</i>		
Permit = \$30 + \$3 per \$1,000 of valuation		
Plan Review = 50% of Permit fee		
<i>Non-City Water Customers</i>		
Permit = \$45 + \$100 per inspection (minimum 2 inspections)		
Plan Review = 50% of Permit fee		
PLUMBING AND GAS PERMITS	\$30.00	\$30.00
Fixtures	\$2.50	\$2.50
Building Drain	\$7.50	\$7.50
Water Heater and/or Vent	\$10.00	\$10.00
Gas Piping 1 to 5 outlets	\$10.00	\$10.00
Piping For Water Treatment	\$7.50	\$7.50
Replace Sewer Yard Line	\$10.00	\$10.00
MECHANICAL PERMITS		
Initial Fee:		
First \$1,000.00 value, or part thereof	\$15.00	\$15.00
Each additional \$1,000.00 value over first \$1,000.00	\$3.00	\$3.00
Inspection Fee:		
Add or replace electrical wiring or panel	\$15.00	\$15.00
Replacement equipment	\$15.00	\$15.00
New equipment	\$15.00	\$15.00
Alter existing equipment	\$10.00	\$10.00
Re-Inspection Fee	see recommended changes	see recommended changes
CHANGE OF OCCUPANCY (EXISTING STRUCTURES)	\$20.00	\$20.00
BUILDING REPORTS (NOT FOR RESALE)	\$5.00	\$5.00
ISSUANCE OF PERMIT (BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, IRRIGATION, ETC.) AFTER CONSTRUCTION PROJECT IS STARTED, FIRST OCCURRENCE BY CONTRACTOR	Greater of double the original permit fee or \$75	Greater of double the original permit fee or \$75
ISSUANCE OF PERMIT (BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, IRRIGATION, ETC.) AFTER CONSTRUCTION PROJECT IS STARTED, SUBSEQUENT OCCURRENCES BY CONTRACTOR	Greater of double the original permit fee or \$250	Greater of double the original permit fee or \$250
FEE FOR APPEAL TO BUILDING BOARD OF ADJUSTMENTS AND APPEALS FEE	\$150.00	\$150.00
Mechanics Board of Adjustments and Appeals, Plumbing Board of Adjustments and Appeals,		
Electrical Board of Adjustments and Appeals		

HEALTH FEE SCHEDULE

HEALTH DIVISION:	FY 12 ADOPTED	FY 13 Proposed
Health Permits (By total floor area - square footage)		
0 < 1,000	\$70.00	\$70.00
1,000 - 1,900	\$85.00	\$85.00
2,000 - 2,900	\$100.00	\$100.00
3,000 - 3,999	\$125.00	\$125.00
4,000 - 4,999	\$150.00	\$150.00
5,000 - 10,000	\$200.00	\$200.00
> 10,000	\$350.00	\$350.00
Catering Establishment Permits		
0 < 1,000	\$70.00	\$70.00
1,000 - 1,900	\$85.00	\$85.00
2,000 - 2,900	\$100.00	\$100.00
3,000 - 3,999	\$125.00	\$125.00
4,000 - 4,999	\$150.00	\$150.00
5,000 - 10,000	\$200.00	\$200.00
> 10,000	\$350.00	\$350.00
Bars and Lounges - Free Standing		
0 < 1,000	\$70.00	\$70.00
1,000 - 1,999	\$85.00	\$85.00
2,000 - 2,999	\$100.00	\$100.00
3,000 - 3,999	\$125.00	\$125.00
4,000 - 4,999	\$150.00	\$150.00
5,000 - 10,000	\$200.00	\$200.00
>10,000	\$350.00	\$350.00
Exemptions:		
Taxing Authorities		
Non-profit Organizations		
Late fee, Health Permits purchased after October 15 (in addition to permit fee)	\$50.00	\$50.00
Seasonal Permits (valid for 6 months)		
Non-profit Organization Health Permit	\$10.00	\$10.00
Certificate of Occupancy Inspection	\$50.00	\$50.00
Food Establishment Plan Review	\$25.00	\$25.00
First Reinspection Fee	\$0.00	\$0.00
Second Reinspection - same violation	\$100.00	\$100.00
Subsequent Reinspection - same violation	\$150.00	\$150.00
Off Hour Inspection - Emergency	<u>\$50 per hour/four hour minimum</u>	<u>\$50 per hour/four hour minimum</u>
Follow-up Inspections	\$0.00	\$0.00
Follow-up Inspections (any additional follow up inspection)	\$0.00	\$0.00
Sanitation Inspections and Environmental Inspections (foster homes, day care, pools)	\$40.00	\$40.00
Semi Public Pools/Spas (single pool facilities)	\$75.00	\$75.00
Each additional Pool or Spa	\$25.00	\$25.00
Temporary Food Service Establishment (valid 14 days) SPECIAL EVENT	\$35.00	\$35.00
Temporary Permit (14 days)	\$35.00	\$35.00
Seasonal (non-hazardous foods)	\$50.00	\$50.00
Seasonal (non-hazardous foods)(Permit valid for 10 month permit)	\$50.00	\$50.00
Seasonal (non-hazardous foods per event)	\$10.00	\$10.00
Seasonal (potentially hazardous foods)(Permit valid for 6 months)		
Seasonal (potentially hazardous foods)(Permit valid for 10 months)	\$100.00	\$100.00
Seasonal (potentially hazardous foods per event)	\$15.00	\$15.00
Seasonal (hazardous foods \$10.00 per unit per event)		
Certification		
Re-certification		
Late Fee for Fixed/Mobile Facilities		
Manifest Books (each)	\$5.00	\$5.00
Mobile Food Preparation Vehicle		
Mobile Non-Food Preparation Vehicle		
Unrestricted Mobile Food Establishment	150 plus peddlers permit	150 plus peddlers permit
Restricted Mobile Food Establishment	50 plus peddlers permit	50 plus peddlers permit
Catering License (annual)	\$70.00	\$70.00
General Service Catering Vehicle (each)	\$75.00	\$75.00
Vegetable/Fruit Vendor (per vehicle)		
Vending Machine Service Vehicle		
Registration Fee (temporary vendors outside city to vend inside city)		
Registration Fee for Food Facility located outside city to Cater inside City		
Replace lost, stolen or damaged Health Permit or Food Handlers Certificate	\$5.00	\$5.00
Peddler Permit	See Administrative Fee Schedule	See Administrative Fee Schedule

PLANNING FEE SCHEDULE

PLANNING DIVISION:	FY 12 ADOPTED	FY 13 Proposed
ZONING AND SUBDIVISION FEES:		
Concept Plans	\$500.00	\$500.00
Preliminary Plats	\$300.00 plus the greater of \$20.00 per lot or \$10.00 per acre*	\$300.00 plus the greater of \$20.00 per lot or \$10.00 per acre*
Final Plats, Minor Plats, Replats, Vacating Plats, Development Plats, Amending Plats	\$150.00 plus the greater of \$10.00 per lot	\$150.00 plus the greater of \$10.00 per lot
*Where the ADOPTED subdivision contains lots of more than 5 acres each, and is to be used for agricultural purposes (to include the preservation of open/natural space), recreational or single-family residential purposes, the City Planning and Zoning Commission		
Minor Plat, Replat, Vacating Plat, Amending Plat	See Final Plat Fee	See Final Plat Fee
Zoning Map Amendment (Planned Development, Special Use Permit)	\$300.00	\$300.00
Text Amendment	\$300.00	\$300.00
Zoning Variance	\$150.00	\$150.00
Appeal to City Council or Planning & Zoning Commission	\$15.00	\$15.00
Administrative Appeal	\$150.00	\$150.00
Comprehensive Plan Amendment	\$300.00	\$300.00
Land Use Permit	\$25.00	\$25.00
In case, where legal notice of public hearing is required and applicant defers scheduled action, reapplication is required based on fee for original application		

POLICE FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
POLICE DEPARTMENT:		
ACCIDENT REPORTS	\$6.00	\$6.00
ALARM SERVICE (Police)	\$25.00	\$25.00
FALSE ALARM FEE *		
More than 3 times but fewer than 6 in preceding 12 month period	\$50.00	\$50.00
More than 6 times but fewer than 8 in preceding 12 month period	\$75.00	\$75.00
More than 8 or more times in preceding 12 month period	\$100.00	\$100.00
FINGERPRINTING	\$10.00	\$10.00
FUNERAL ESCORT SERVICE (minimum of 2 officers with 2 hours per officer)	\$120.00	\$120.00
HOUSE MOVING & OTHER ESCORT	\$30.00	\$30.00
LETTERS OF CLEARANCE	\$10.00	\$10.00
OFFENSE/INCIDENT REPORTS	\$4.00	\$4.00
PARADE FEES AND DEPOSITS:		
Deposits-		
Class A	\$250.00	\$250.00
Class B	\$750.00	\$750.00
Class C	\$100.00	\$100.00
Parade Fees-		
Class A	\$50.00	\$50.00
Class B	\$100.00	\$100.00
Class C	\$25.00	\$25.00
STOCK DRIVER PERMIT	\$5.00	\$5.00
ALARM SERVICE PERMIT FEE *		
Residential	\$50.00	\$50.00
Commercial	\$100.00	\$100.00

ENGINEERING & PUBLIC WORKS FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
PUBLIC WORKS DEPARTMENT:		
TRAFFIC CONTROL FEE (PER MAN HOUR)	\$40.00	\$40.00
BANNER PERMIT	\$60.00	\$60.00
BANNER PERMIT ADMINISTRATION FEE	\$25.00	\$25.00
STREET SIGNS	\$250.00	\$250.00
SIDEWALK CAFÉ, PER TABLE	\$50.00	\$50.00
ENGINEERING DEPARTMENT		
FLOODPLAIN DEVELOPMENT PERMIT	\$25.00	\$25.00
MAPPING INFORMATION:		
Subdivision Specifications (per copy)	\$25.00	\$25.00
City Survey Coordinate System Book	\$30.00	\$30.00
8.5"X11" (each)		
B&W	\$3.00	\$3.00
Color	\$5.00	\$5.00
11"x17" (each)		
B&W	\$5.00	\$5.00
Color	\$7.00	\$7.00
24" X 36"		
B&W	\$10.00	\$10.00
Color	\$25.00	\$25.00
36"x54" ETJ Maps (each)	\$25.00	\$25.00
Digital Map on Disk (each)	\$30.00	\$30.00
CONSTRUCTION INSPECTION OVERTIME	35.00/HR	35.00/HR
LAND RECORD FILING FEES*		
First page	\$5.00	\$5.00
Second page and each additional	\$4.00	\$4.00
Names in excess of 5 names to be indexed	\$0.25	\$0.25
Records Management Fees per document	\$5.00	\$5.00
Courthouse Security Fee per document	\$1.00	\$1.00
Records Archive Fee per document	\$5.00	\$5.00
* Fees are subject to change based on the County's fee schedule, and will be charged accordingly		

SOLID WASTE FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
PUBLIC WORKS DEPARTMENT:		
SOLID WASTE COLLECTION SERVICE LICENSE		
Application Fee:		
Small Waste Collector	\$150.00	\$150.00
Collection Vehicle (each)	\$5.00	\$5.00
Waste Collector	\$250.00	\$250.00
Collection Vehicle (each)	\$5.00	\$5.00
Application Renewal:		
Small Waste Collector	\$75.00	\$75.00
Collection Vehicle (each)	\$5.00	\$5.00
Waste Collector	\$100.00	\$100.00
Collection Vehicle (each)	\$5.00	\$5.00
SOLID WASTE DISPOSAL SERVICE		
Municipal Solid Waste - Compacted (per ton)	\$40.30	\$44.00
Municipal Solid Waste - Compacted minimal (less than 360 lbs.)	\$9.17	\$10.01
Municipal Solid Waste - Loose (per ton)	\$40.30	\$44.00
Municipal Solid Waste - Loose minimal (less than 360 lbs.)	\$9.17	\$10.01
Municipal Solid Waste - Compacted (Weight scale not operational) (per yard)	\$9.21	\$10.06
Municipal Solid Waste - Compacted minimal (Weight scale not operational) (per yard)	\$9.21	\$10.06
Municipal Solid Waste - Loose - (Weight scale not operational) (per yard)	\$9.21	\$10.06
Municipal Solid Waste - Loose minimal (Weight scale not operational) (per yard)	\$9.17	\$10.01
Surcharge (per ton)	\$11.00	\$11.00
Special waste - Asbestos (per ton)	\$40.30	\$44.00
Special waste - Asbestos minimal (less than 360 lbs.)	\$9.17	\$10.01
Special waste - Liquids (per gallon)	\$0.23	\$0.25
Small Tire (each)	\$2.34	\$2.55
Large Tire (each)	\$11.65	\$12.72
Small Animal (each)	\$7.75	\$8.46
Large Animal (each)	\$29.83	\$32.57
Weight/Scale (each)	\$1.07	\$1.17
Ticket/Copy (each)	\$2.13	\$2.33
Pull Off (each)	\$5.85	\$6.39
Loads not covered with tarp or net (per occurrence)	\$5.00	\$5.00
Residential Garbage Collection (per month)	\$5.29	\$5.65
Disposal Pass Through (per month)	\$4.26	\$4.55
Mobile Home Service (per month)	\$3.97	\$4.24
Disposal Pass Through (per month)	\$4.26	\$4.55
Composting (per month)	\$1.93	\$2.06
Recycling (per month)	\$3.17	\$3.39
SOLID RECYCLING SERVICE		
RECYCLING BINS (each)	\$6.50	\$9.50

Water, Wastewater and Laboratory FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
WATER AND WASTEWATER DIVISIONS:		
WATER TAPS:		
3/4" tap - Material, labor and equipment	\$1,420.20	\$1,420.20
1" tap - Material, labor and equipment	\$1,489.20	\$1,509.20
Water taps above 42" in size will be quoted using current pricing for meter and other materials.		
1" Water Service Split		\$250.00
2" Water Service Commercial & Domestic (Compound Meter)		\$4,371.20
2" Water Service Irrigation		\$3,371.20
WATER METER SET/INSTALL, IF THE WATER TAP EXISTS		
3/4 X 5/8 meter- Material, labor and equipment	\$200.00	\$200.00
3/4" meter - Material, labor and equipment	\$175.00	\$175.00
1" meter - Material, labor and equipment	\$250.00	\$250.00
Water meters above 1" in size will be quoted using current pricing for meter and other materials.		
SEWER TAPS:		
4" tap - Material, labor and equipment - Out of manhole	\$1,441.40	\$1,441.40
6" tap - Material, labor and equipment - Out of manhole	\$1,560.00	\$1,560.00
6" tap - Material, labor and equipment - With manhole	\$3,712.00	\$3,712.00
Additional charge per foot of depth for manholes over 8 feet deep	\$200.00	\$200.00
SEPTAGE:		
Septage/chemical toilet waste received at treatment plant (per gallon)	\$0.08	\$0.08
LABOR AND EQUIPMENT FOR REQUESTED SERVICES:		
Labor (per hour/per person)	\$23.40	\$23.40
Backhoe/Loader (per hour)	\$45.00	\$45.00
Dump Truck	\$30.00	\$30.00
Hydro-jet Sewer Cleaning Truck (per hour)	\$95.00	\$95.00
Air Compressor (per hour)	\$12.50	\$12.50
Televising Wastewater Mains (per hour - includes crew and equipment)	\$150.00	\$150.00
Service Truck with tools (per hour)	\$25.00	\$25.00
Backflow Prevention Test (Reduced Pressure Zone Device, each test)	\$100.00	\$100.00
Backflow Prevention Test (Double Check Device, each test)	\$70.00	\$70.00
Scale Fee	\$1.00	\$1.00
Water Violation Reconnect Fee	\$25/\$50	\$25/\$50
Inspection Fee (For Privately installed water + wastewater tap)	\$50.00	\$50.00
WATER WELL LICENSE APPLICATION	\$50.00	\$50.00
LABORATORY SERVICES (by parameter, per each test):		
Alkalinity (as CaCO ₂)	\$20.00	\$20.00
Ammonia Nitrogen	\$30.00	\$30.00
Total BOD ₅	\$33.00	\$33.00
Carbonaceous BOD ₅	\$40.00	\$40.00
Chlorides	\$10.00	\$10.00
Conductivity	\$5.00	\$5.00
Iron	\$15.00	\$15.00
Hardness, Total	\$15.00	\$15.00
Nitrogen, Nitrate	\$18.00	\$18.00
Nitrogen, Nitrite	\$18.00	\$18.00
Oil and Grease	\$45.00	\$45.00
Phosphorous, Total	\$20.00	\$20.00
Solids, Total Dissolved	\$35.00	\$35.00
Solids, Total Suspended	\$15.00	\$15.00
Solids, Volatile Suspended	\$15.00	\$15.00
Sulfates	\$15.00	\$15.00
Total Organic Carbon	\$50.00	\$50.00
BACTERIOLOGICAL TEST		
Total Coliform/E. Coli (presence/absence)	\$16.00	\$16.00
Coliform, Fecal (count)	\$20.00	\$20.00
Total Coliform/E. Coli Enumeration (Quantl-Tray)	\$18.00	\$18.00
Heterotrophic Plate Count	\$20.00	\$20.00
SAMPLE COLLECTION FEE		
Water Sample Collection Fees (inside of city limits only)	\$25.00	\$25.00
STANDARD ANALYSIS PACKAGE (DRINKING WATER)		
Included: Alkalinity, Chlorides, Conductivity, Total Hardness, Iron, Nitrate, Sulfate, Total Dissolved Solids, Total Coliform/E. coli.	\$100.00	\$100.00

WATER RECORDS FEE SCHEDULE

	FY 12 ADOPTED	FY 13 Proposed
Water Records and Collections		
WATER RATES - INSIDE CITY**		
RESIDENTIAL		
Monthly Account Maintenance Fee	\$11.43	\$11.43
0 - 6000 gallons (per 1,000 gallons)	\$2.66	\$3.06
6,001 - 15,000 gallons (per 1,000 gallons)	\$3.06	\$3.46
15,001 - 25,000 gallons (per 1,000 gallons)	\$3.98	\$4.38
25,001 - 50,000 gallons (per 1,000 gallons)	\$5.17	\$5.57
50,001 and up gallons (per 1,000 gallons)	\$6.72	\$7.12
COMMERCIAL		
Monthly Account Maintenance Fee	\$11.43	\$11.43
0 - 25,000 gallons (per 1,000 gallons)	\$3.03	\$3.43
25,001 - 50,000 gallons (per 1,000 gallons)	\$3.48	\$3.88
50,001 and up gallons (per 1,000 gallons)	\$4.01	\$4.41
IRRIGATION		
Monthly Account Maintenance Fee	\$11.43	\$11.43
0 - 15,000 gallons (per 1,000 gallons)	\$3.98	\$4.38
15,001 - 25,000 gallons (per 1,000 gallons)	\$4.98	\$5.38
25,001 and up gallons (per 1,000 gallons)	\$6.47	\$6.87
FIRE HYDRANT METERS		
Monthly Account Maintenance Fee	\$62.40	\$62.40
Deposit	\$2,750.00	\$2,750.00
Meter Set-up or Move	\$150.00	\$200.00
New Account Fee	\$25.00	\$25.00
0 - 15,000 gallons (per 1,000 gallons)	\$3.98	\$4.38
15,001 - 25,000 gallons (per 1,000 gallons)	\$4.98	\$5.38
25,001 and up gallons (per 1,000 gallons)	\$6.47	\$6.87
EFFLUENT OR RE-USE (per 1,000 gallons)	\$0.38	\$0.38
(Unless otherwise agreed to in separate instrument contract)		
SEWER RATES - INSIDE CITY**		
RESIDENTIAL		
Monthly Account Maintenance Fee	\$8.55	\$8.55
Per 1,000 gallons	\$4.37	\$5.17
COMMERCIAL		
Monthly Account Maintenance Fee	\$8.55	\$8.55
Per 1,000 gallons	\$4.70	\$5.50
WHOLESALE		
Wholesale Sewer rate	\$4.301	\$5.101
Wholesale sewer rate excess capacity charge	\$1,000/day	\$1,000/day
Water by the Truck Load		
REUSE WATER		
0 - 3,000 gallons	\$10.00	\$10.00
3,000 - 8,000 gallons	\$17.50	\$17.50
BULK POTABLE WATER		
0 - 3,000 gallons	\$12.50	\$12.50
3,000 - 8,000 gallons	\$20.00	\$20.00
**Customers outside city limits rates are 1 1/2 times above rates.		

Agenda Item:
(Staff)

5D. Construction of new parking lot at the Kerrville-Kerr County Airport. (Stephen King)

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

SUBJECT: New Parking Lot at Airport

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** July 24, 2012

SUBMITTED BY: Bruce McKenzie **CLEARANCES:** Bruce McKenzie

EXHIBITS: Airport Parking Civil Plans 02-13-2012

AGENDA MAILED TO: Stephen King (swking242@windstream.net), Bruce McKenzie (bruce.mckenzie@kerrvilleairport.com)

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OR FINANCE:

SUMMARY STATEMENT

Council approval for construction of new 48-space parking lot. Kerr County will supply personal and equipment to build the new parking lot. The City of Kerrville will supply personal and equipment to pave the parking lot. The Airport will supply materials.

RECOMMENDED ACTION

We recommend the City Council approve this project.

CIVIL CONSTRUCTION PLANS FOR PARKING IMPROVEMENTS KERRVILLE / KERR COUNTY AIRPORT

WEL PROJECT NO. WEL-12-002



PROJECT LOCATION MAP

N.T.S.



600 Cardinal Drive
Kerrville, TX 78028
phone: 830-928-9889
Texas Registration No. F-7761

INDEX OF DRAWINGS

- C1 General Notes
- C2 Paving Plan
- C3 Grading Plan
- C4 Storm Sewer and Erosion Control Plan
- C5 Construction Details



Michael V. Wellborn
2/13/12



Storm Sewer & Erosion Control Parking Improvements for Kerrville/Kerr County Airport

WELLBORN
ENGINEERS ARCHITECTS

609 Cleveland Drive
Kerrville, Texas 78643
Phone: 361-6942-7801, 1-771-7616
FAX: 361-6942-7802
E-MAIL: wellborn@wellborn.com
WWW: www.wellborn.com

DESIGN: MICHAEL W. WELLBORN, P.E.
CHECKED: RWK
DATE: February 13, 2012

SCALE: 1"=20' for full size (50'-0" x 34'-0")
1"=40' for full size (11'-0" x 17'-0")

SHEET
C4

LEGEND

- EXISTING FENCE
- EXISTING CONTOUR LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER
- EXISTING SANITARY SEWER
- EXISTING SAN SEWER MANHOLE
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EXISTING STORM STAGER
- PROPOSED STRIPING
- PROPOSED PAVEMENT
- PROPOSED GRADE BREAK LINE
- PROPOSED RETAINING WALL
- PROPOSED FLOW ARROW
- PROPOSED SPOT ELEVATION
- PROPOSED CONTOUR LINE
- PROPOSED STRIPING
- PROPOSED SIDEWALK
- PROPOSED WHEEL STOP
- PROPOSED SILT FENCE

GRADING GENERAL NOTES

1. THE LOCATION OF ALL UTILITIES LOCATED ON THESE PLANS ARE TAKEN FROM THE RECORD DRAWINGS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IT IS THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER ELEVATIONS AND PROTECTED BY CURBS AND CONCRETE OR METAL COLLARS OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER DEPTHS AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT.
3. CARE SHOULD BE TAKEN THAT FILL MATERIALS AND AREAS TO RECEIVE FILL ARE RELATIVELY FREE OF VEGETATION, ROOTS, DECIDING, LARGE ROCKS OR OTHER OBJECTIONABLE MATERIAL. PRIOR TO PLACING ANY FILL, SOIL SUBGRADINGS SHALL BE PREPARED TO A MINIMUM OF 18" DEPTH OF 2" INCHES, AND RECOMPACTED TO A MINIMUM OF 90 PERCENT OF OPTIMUM MOISTURE CONTENT (ASTM D 1557) AT +2 TO +4 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY THAT TEST.
4. TREES SHALL REMAIN UNLESS SPECIFIED OTHERWISE BY THE OWNER.
5. ALL SPOT ELEVATIONS ARE GUTTER ELEVATIONS OR TOP OF PAVEMENT UNLESS SPECIFIED OTHERWISE. THE FINISH ELEVATION OF THE GROUND WHERE PAVING IS NOT PROPOSED UNLESS SPECIFIED OTHERWISE IN THESE PLANS.
6. CONTRACTOR SHALL PROVIDE RETAINING WALL DESIGN TO BE REVIEWED AND APPROVED BY OWNER PRIOR TO CONSTRUCTION.



Michael W. Wellborn
2/13/2012

0 40 80
SCALE: 1"=40'



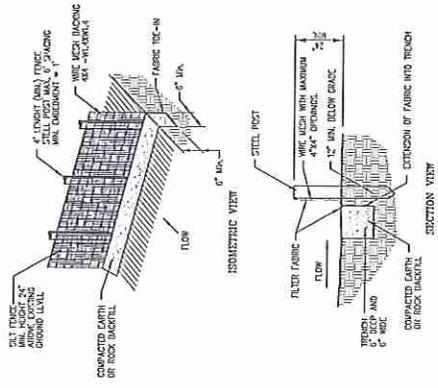
CAUTION:
Existing water, sanitary sewer, gas, electric, telephone, and cable television are in close proximity to proposed construction area throughout the contract limits. Contractor shall be responsible for locating these facilities prior to construction commencement and protect the same during construction.

DETAILS - Parking Improvements
for
Kerrville/Kerr County Airport

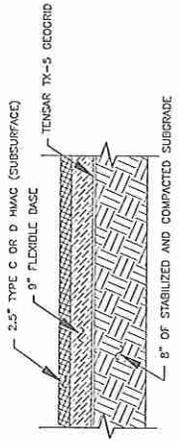
WELLBORN
Engineering/PLC
600 Corbett Drive
Kerrville, TX 75501
Phone: 352-882-7000
Texas Registration No. F-7761

DESIGN: MICHAEL WELLSBORN, P.E.
DRAWN: BAK
DATE: February 13, 2012
SCALE: NTS

SHEET
C5



SILT FENCE
N.T.S.

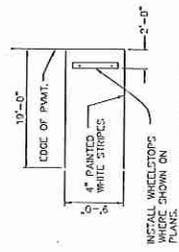


ASPHALT PAVEMENT SECTION
N.T.S.

NOTE: ASPHALT PAVEMENT CONSTRUCTED WITH THE PROJECT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION, DATED JANUARY 2008.

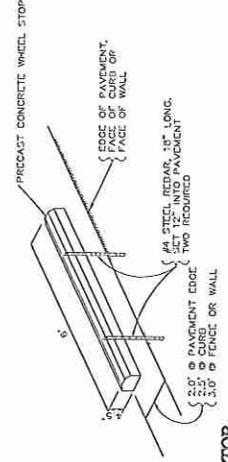
SUBGRADE: DETERMINE THE SET BACK DISTANCE OF AT LEAST 5% OF THE MAXIMUM SET BACK DISTANCE DETERMINED USING SOFT TEST METHOD TO THE OPTIMUM MOISTURE CONTENT.

FULL MATERIAL IS NECESSARY TO MATCH THE AREA TO BE REPAIRED. THE MATERIAL USED SHOULD BE A LEAN CLAY ELLIOTT SAND (SCL) OR CLAYEY GRAVEL (CG) COMPACTED TO AT LEAST 95% OF THE MAXIMUM DRY DENSITY DETERMINED USING THE OPTIMUM MOISTURE CONTENT.

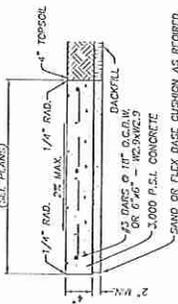
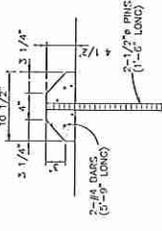


50° PARKING
N.T.S.

INSTALL WHEDTOPS WHERE SHOWN ON PLANS.

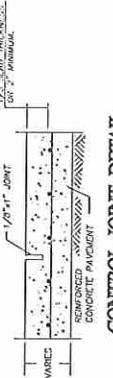


WHEEL STOP
N.T.S.



CONCRETE SIDEWALK
N.T.S.

NOTE: CONSTRUCTION JOINT MAY BE SAVED, HAND FORMED OR CREATED BY USE OF PRECASTED JOINT FILLER. THE JOINT FILLER SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS AFTER INSTALLATION OF CONSTRUCTION JOINT.



CONTROL JOINT DETAIL
N.T.S.

GENERAL NOTES FOR DETECTABLE WARNINGS

1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRANSDUCED DIMENSIONED WITH SECTION SURFACE MUST CONTRAST VISUALLY WITH ADJACENT SURFACES. DETECTABLE WARNING SURFACES SHALL BE CONFORM TO THE FOLLOWING: UNLESS SPECIFIED OTHERWISE IN THE PLANS.
2. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
3. TRAVEL MUST FOLLOW THE DIRECTION OF FLOW OF PEDESTRIAN.
4. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL AND EXTEND THE ACCESS ROAD TO ENTER THE STREET, UNLESS OTHERWISE SPECIFIED.
5. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE CURB LINE IS A MINIMUM OF 4" AND A MAXIMUM OF 10" FROM THE DETECTABLE WARNING SURFACE. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER FRONTS.

SIDEWALK & BARRIED FREE RAMP NOTES

1. REMOVE ALL EXISTING TRUCK, BUCKLE, AND/OR CURBS IN THE PATH OF THE SIDEWALK OR FREE RAMP. ALL EXISTING FEATURES TO BE REMOVED OR REPLACED WHEN DETERMINED BY THE ENGINEER.
2. SIDEWALKS AND BARRIED FREE RAMPS SHALL BE CONSTRUCTED WITH A MINIMUM CONCRETE THICKNESS OF 4 INCHES UNLESS OTHERWISE SPECIFIED. WHEN SIDEWALKS ARE CONSTRUCTED THROUGH DRIVEWAYS, THE MINIMUM THICKNESS OF EXPANSION JOINTS SHALL BE CONSTRUCTED AT EVERY 48 FEET FOR 4" UNLESS OTHERWISE SPECIFIED.
3. ALL DRIVEWAYS IN SIDEWALKS MUST HAVE CURB CURBS AT THE END AND AT THE DRIVEWAY.
4. ALSO BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT. CURB SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT. ALL FREE RAMPS SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT. ALL FREE RAMPS SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT. ALL FREE RAMPS SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT.
5. THE RAMP AND SIDEWALK SHALL HAVE THE SAME REINFORCING STEEL.
6. RAMP LOCATIONS: RAMP LOCATIONS SHALL BE PROVIDED WHERE AN ACCESS ROAD ENTERS THE STREET, UNLESS OTHERWISE SPECIFIED.
7. DETECTABLE WARNINGS: ALL BARRIED FREE RAMPS SHALL RECEIVE A DETECTABLE WARNING SURFACE. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT.
8. THE CONSTRUCTION OF SIDEWALKS, BARRIED FREE RAMPS, AND ACCESSIBLE SIDEWALKS SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT.
9. NO PORTION OF A SIDEWALK OR RAMP SHALL CROSS A CURB CROSS.
10. ALL RAMPS SHALL HAVE A 60° LANDING AT THE TOP AND BOTTOM OF THE RAMP. THE LANDING SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT.
11. ALL RAMPS SHALL HAVE A 60° LANDING AT THE TOP AND BOTTOM OF THE RAMP. THE LANDING SHALL BE CONSTRUCTED TO MATCH/ALIGN WITH ROADWAY PAVEMENT.
12. ELEVATIONS AND FOR DIMENSIONS, RESPECTIVELY.



Michael W. Wellsborn
2/13/2012

Preliminary Pro Forma

Cost of Materials

***Cost of Construction - Equipment and Labor furnished by Kerr County and City of Kerrville

9" of Flex Base	\$ 8,000.00
2" Type D Hotmix	\$ 17,500.00
Pavement Markings	\$ 550.00
Wheel Stops	\$ 460.00
Culvert Pipe	\$ 1,460.00
	<u>\$ 27,970.00</u>

Security Gate and Parking Lot Lighting

Security Gate	\$ 16,721.00
Parking Lot Lighting	\$ 15,000.00
	<u>\$ 31,721.00</u>

Relocate 3-Phase Power Line

Relocate 3-Phase Power Line	\$ 4,471.00
	<u>\$ 4,471.00</u>

Contingency

Contingency - 10%	\$ 6,400.00
	<u>\$ 6,400.00</u>

**Total Cost to Airport Board (via RAMP Grant)
New Parking Lot and Expansion of Existing Parking Lot**

for **\$ 70,562.00**

***Kerr County and the City of Kerrville to furnish labor and equipment

48 uncovered spaces @ \$30/mon	Monthly	\$ 1,440.00	Quarterly	\$ 4,320.00	Annually	\$ 17,280.00
33 uncovered spaces @ \$30/mon AND 15 covered spaces @ \$60/mon		\$ 1,890.00		\$ 5,670.00		\$ 22,680.00
18 uncovered spaces @ \$30/mon AND 30 covered spaces @ \$60/mon		\$ 2,340.00		\$ 7,020.00		\$ 28,080.00

Agenda Item:

- 5E. Emergency Services District No. 3 as proposed by petition submitted to Kerr County and which includes the city's limits and its extraterritorial jurisdiction. (staff).

DRAFT 8/8/12

CITY OF KERRVILLE, TEXAS RESOLUTION NO. ____-2012

A RESOLUTION WITHHOLDING THE CITY COUNCIL'S CONSENT AS TO THE INCLUSION OF THE CITY'S LIMITS WITHIN THE EMERGENCY SERVICES DISTRICT NO. 3 AS PROPOSED BY PETITION SUBMITTED TO KERR COUNTY AND CONSENTING TO THE INCLUSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION WITHIN SAID DISTRICT

WHEREAS, Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code ("Chapter 775") provides for the creation and operation of an emergency services district ("ESD"); and

WHEREAS, on or about June 11, 2012, the Kerr County Commissioners Court received a petition pursuant to Chapter 775 for the creation of Kerr County Emergency Services District No. 3 ("ESD No. 3"); and

WHEREAS, should the Commissioners Court grant the petition, the Court must then order an election to confirm the creation of ESD No. 3 and authorize the imposition of a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution; and

WHEREAS, the petitioners have proposed that ESD No. 3 provide emergency rescue and ambulance services throughout the entire county; and

WHEREAS, under Section 775.014 of Chapter 775, before an ESD may be created that includes territory within a city or its extraterritorial jurisdiction, a written request to be included within the ESD must be presented to the city's governing body and thereafter, the city's governing body must give written consent on or before the 60th day after the date on which the city receives the request; and

WHEREAS, in a letter received by the City on June 19, 2012, the Commissioners Court asked that the City Council consider the petition and consent to the inclusion of the City's limits and its extraterritorial jurisdiction within the ESD No. 3; and

WHEREAS, on August 13, 2012, the Commissioners Court was scheduled to hold a public hearing to consider the petition for the creation of ESD No. 3; and

WHEREAS, the City Council has carefully and thoughtfully considered the County's request and toward that end, has asked for and exchanged information with the Commissioners Court, met in a joint meeting with the Court to discuss the creation and operation of ESD No. 3, and held an information forum in an attempt to receive input from the public; and

DRAFT 8/8/12

WHEREAS, the City Council believes it to be in the public interest of its citizens to withhold its consent for the inclusion of the City's limits within ESD No. 3 but consent to the inclusion of the City's extraterritorial jurisdiction within ESD No. 3;

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

SECTION ONE. Pursuant to Section 775.014 of the Texas Health and Safety Code, the City Council does not consent to the inclusion of the City's limits within the proposed Kerr County Emergency Services District No. 3.

SECTION TWO. Pursuant to Section 775.014 of the Texas Health and Safety Code, the City Council consents to the inclusion of the City's extraterritorial jurisdiction within the proposed Kerr County Emergency Services District No. 3, the creation of which will be subject to the results of an election confirming such creation.

SECTION THREE. The Mayor and City Manager are directed to send a copy of this Resolution to the Kerr County Commissioners Court and to take any and all other necessary action with respect to the decisions of Council made herein.

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

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:

ATTEST:

Michael C. Hayes, City Attorney

Brenda G. Craig, City Secretary

Agenda Item:

- 5F. Amendments to the golf course advisory board. (Mayor Pratt)

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

SUBJECT: Amendments to the City of Kerrville Golf Course Advisory Board

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** August 10, 2012

SUBMITTED BY: Jack Pratt **CLEARANCES:** NA
 Mayor

EXHIBITS: Resolution No. 037-2009

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 DIRECTOR:

SUMMARY STATEMENT

Resolution No. 037-2009 was passed and approved by the City Council on March 24, 2009. This resolution established a 7-member Golf Course Advisory Board. The board was created to offer input and assistance to city staff with respect to the use and operations of the Kerrville Schreiner Golf Course (Golf Course).

The resolution requires that all 7 members be residents of the City of Kerrville. I propose that Section One., Paragraph I. be amended to allow that one of the 7 members could be someone who resides outside the city limits but still within Kerr County.

Since the Golf Course operates as an enterprise fund and a significant amount of the regular patrons are Kerr County residents it will provide the opportunity to broaden customer representation on the board. Furthermore, this will help to broaden the applicant pool for board appointments and help to address the difficulty in keeping all the positions appointed and an active board in place.

RECOMMENDED ACTION

Amend Resolution No. 037-2009 to allow that one of the seven members may be a resident of Kerr County who resides outside the Kerrville city limits.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 037-2009**

**A RESOLUTION REAFFIRMING AND RECONSTITUTING THE GOLF
COURSE ADVISORY BOARD AND REPEALING RESOLUTION NO.
024-2008**

WHEREAS, on July 13, 1999, the City Council approved Resolution 99-230, which created the Golf Course Maintenance Advisory Board (the "Board") as a means of offering input and assistance to City staff with respect to the use and operations of the Kerrville Schreiner Golf Course ("Golf Course"); and

WHEREAS, in accordance with City Council's desire to establish common term lengths and term limits among the City's boards and commissions, the Board's terms need to be amended; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to make the changes to the Golf Course Advisory Board as specified below;

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

SECTION ONE. The Golf Course Advisory Board is hereby affirmed and reconstituted as follows:

- I. Membership; Appointment; Term:** The *Golf Course Advisory Board* shall be composed of seven (7) regular voting members appointed by the City Council, all of whom shall be residents of the City of Kerrville, Texas. Each member shall be appointed to a two (2) year term, each term to begin ~~June 1.~~
July
- II. Vacancies:** Upon the vacancy, removal, or expiration of the term of office of any member of the *Golf Course Advisory Board*, the City Council shall appoint a successor as a member of the Board, who shall hold that position for the unexpired term of the member whom the person is appointed to succeed, or for the period of two (2) years when the appointment is made as the result of the expiration of a member's term, except as hereinafter provided. No member shall serve more than two (2) consecutive full terms on the Board without having at least one (1) full year off of the Board between terms.
- III. Removal:** The City Council may, with or without cause, remove a Board member by a majority vote of the City Council.
- IV. Absences:** The name of any member having three (3) consecutive absences from regularly called meetings of the Board, or who in any consecutive twelve (12) month period is absent from more than 25% of the regularly called meetings, shall be forwarded to the City Council for consideration for removal and replacement on the Board.

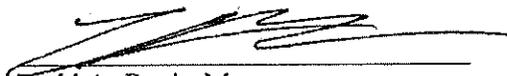
Approved by City Council
Date: MARCH 24 2009
Volume _____ Page _____

R 037-2009

- V. **Ex Officio Members:** In addition to regularly appointed members, a member of the City Council, the City Manager, and the Director of General Services shall be ex officio, non-voting members of the Board.
- VI. **Officers:** Officers of the Board shall be a chair and a vice-chair, who shall be appointed by the Board from among its voting members. The officers for the Board shall be appointed at the meeting of the Board most closely following the June 1 beginning of terms. It shall be the duty of the chair, or in the absence of the chair, the vice-chair, to preside at all meetings of the Board. A representative of the City shall act as secretary and shall keep a record of all proceedings of the Board.
- VII. **Meetings:** The Board shall establish regular meeting times. All regular meetings shall take place in the City of Kerrville, Texas. Subject to the provisions of this Resolution and the meeting procedures adopted by the City, the Board may establish such procedures for that conduct of its meetings as deemed reasonable and necessary.
- VIII. **Voting; Quorum:** All members of the Board, except ex-officio members, shall have the right to vote on all matters before the Board. Ex-officio members shall at all times have the right to present and discuss matters before the Board, notwithstanding the absence of voting privileges. Four (4) members of the Board, not including ex-officio members, shall constitute a quorum of the Board for the transaction of business. Approval of any action before the Board shall require the affirmative vote of a majority of the members present and voting.
- IX. **Purpose and Duties:** The purpose of the Board is to advise the City Council and city staff on matters relating to the use and operation of the Scott Schreiner Municipal Golf Course.”

SECTION TWO. Resolution No. 024-2008 is repealed. In addition, all prior Resolutions or parts of Resolutions inconsistent with or in conflict with any of the provisions of this Resolution are hereby expressly repealed to the extent of any such inconsistency or conflict.

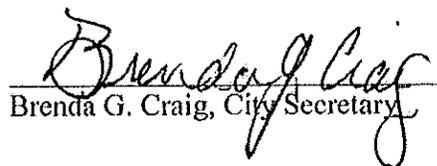
PASSED AND APPROVED ON this the 24th day of March A.D., 2009.


 Todd A. Bock, Mayor

APPROVED AS TO FORM:


 Michael C. Hayes, City Attorney

ATTEST:


 Brenda G. Craig, City Secretary

Agenda Item:

6A. Status of fiscal year 2013 medical plan design offerings for employees and dependents. (staff)

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

SUBJECT: Status of FY 2013 Medical Plan Design Offerings

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** July 31, 2012

SUBMITTED BY: Kimberly Meismer *KMK* **CLEARANCES:** Todd Parton
Director of General Operations City Manager

EXHIBITS: FY 2013 Medical Plan Design Offerings Comparison Spreadsheet

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: *T*

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

City Council approved the FY 2013 benefits at the meeting held on July 24, 2012. Bob Treacy, the City's Benefits Consultant, went back to United Healthcare after the meeting and re-negotiated the "Buy Up" plan design to be almost identical to the current plan design that is offered and at the same rate as was presented on July 24, 2012.

RECOMMENDED ACTION

This is a status update only. No action by Council is required.

FY 2013 Medical Plan Design Offerings

	PPO Current	PPO Budget	PPO "Buy Up"	HRA Current	HRA Renewal
Plan Year Deductible	\$1,000 (3X)	\$2,000 (2X)	\$1,000 (3X)	\$2,000 (2X)	\$2,000 (2X)
Co-insurance/Out of Pocket	20%/\$3,000 (3X)	20%/\$4,000 (2X)	20%/\$3,000 (3X)	20%/\$2,000 (2X)	20%/\$4,000 (2X)
Total Ann OOP Ded + Co-Ins	\$4,000	\$6,000	\$4,000	\$4,000	\$6,000
PCP Visit Copay	\$35	\$35	\$35	Ded - Co-Ins	Ded - Co-Ins
Specialist Visit Copay	\$50	\$50 (PDN=\$35)	\$50	Ded - Co-Ins	Ded - Co-Ins
Routine Lab/Imaging					
*Billed by Physician	\$35/\$50	\$35/\$50	\$35/\$50	Ded - Co-Ins	Ded - Co-Ins
*Free Standing	100%	100%	100%	Ded - Co-Ins	Ded - Co-Ins
*Outpatient Hospital Facility	100%	100%	100%	Ded - Co-Ins	Ded - Co-Ins
Emergency Room					
*Facility	\$200 Copay	\$300 Copay + 20%	\$200 Copay	Ded - Co-Ins	Ded - Co-Ins
*Physician	Included	Included	Included	Ded - Co-Ins	Ded - Co-Ins
RX Card	No Deductible	\$100 Deductible	No Deductible	No Deductible	\$100 Deductible
*Copays	\$10/\$30/\$50	\$15/\$30/\$65	\$10/\$30/\$50	\$10/\$30/\$50	\$15/\$30/\$65
*Mail Order	2X	2.5X	2X	2X	2.5X
Allergy Testing	Physician Copay	Ded - Co-Ins	Ded - Co-Ins	Ded - Co-Ins	Ded - Co-Ins
Depo-Provera Injections	Physician Copay	Ded - Co-Ins	Ded - Co-Ins	Ded - Co-Ins	Ded - Co-Ins
Routine Injections	Physician Copay	Ded - Co-Ins	Ded - Co-Ins	Ded - Co-Ins	Ded - Co-Ins
Physical Therapy	Copay/30 Visits	Copay/20 Visits	Copay/30 Visits	Ded - Co-Ins (30 Visits)	Ded - Co-Ins (20 Visits)
Manipulative Therapy (Chiro)	Copay/25 Visits	Copay/20 Visits	Copay/25 Visits	Ded - Co-Ins (25 Visits)	Ded - Co-Ins (20 Visits)
	Employee Bi-Weekly	Employee Bi-Weekly	Employee Bi-Weekly	Employee Bi-Weekly	Employee Bi-Weekly
Employee Only	\$0.00	\$0.00	\$21.17	\$0.00	\$0.00
Employee + Spouse	\$99.81	\$99.81	\$127.34	\$82.13	\$82.13
Employee + Child(ren)	\$85.66	\$85.66	\$109.37	\$70.48	\$70.48
Employee + Family	\$167.61	\$167.61	\$213.98	\$137.91	\$137.91

Agenda Item:

6B. Water resources report. (staff)

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

SUBJECT: Water Resources Report

FOR AGENDA OF: 8/14/12

DATE SUBMITTED: 8/3/12

SUBMITTED BY: Charlie Hastings *CA*
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

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

RECOMMENDED ACTION

Information and discussion.

Agenda Item:

6C. Budget and economic update. (staff)

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: August 14, 2012 **DATE SUBMITTED:** August 3, 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.

