AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, MAY 09, 2017, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, MAY 9, 2017, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION OFFERED BY MAYOR PRO TEM STEPHEN FINE

PLEDGE OF ALLEGIANCE TO THE FLAG

1. 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.

2. RECOGNITIONS:

2A. Proclamation proclaiming May as Williams Syndrome Awareness Month.

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 the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:

3A. Minutes of the special meeting held March 28, 2017, and the regular meetings held March 28, April 11, and April 25, 2017.

3B. Resolution No. 12-2017 acknowledging the designation of the City Secretary as the city official to receive public information requests for the City; designating the City Secretary as the Public Information Coordinator for the purpose of receiving training on the responsibilities concerning public information requests under the Texas Public Information Act; and providing an effective date. (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 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: May 5, 2017 at 3:00 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. Resolution No. 13-2017 approving a Regional Mutual Aid Agreement with local government entities and local organizations within the geographic area covered by the Alamo Area Council of Governments; and providing notice of the city's termination of a similar agreement entered into by the city in 2003. (staff)

END OF CONSENT AGENDA

4. ORDINANCES, SECOND AND FINAL READING:

4A. Ordinance No. 2017-12 amending Chapter 74 "Parks and Recreation," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Parks and Recreation Advisory Board" to increase the number of members from eight to nine and to clarify the responsibilities and expectations of the board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject. (staff)

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Resolution No. 14-2017 authorizing the conveyance of city owned real estate to the Palacios Del Guadalupe Owners Association, Inc., a Texas nonprofit corporation, in accordance with state law and city policy; said property generally located at 521 Guadalupe Street and comprising an approximate 0.526 of one acre tract of land, being a portion of Lot 1, Block One of the Palacios Del Guadalupe Subdivision. (staff)

6. APPOINTMENTS TO BOARDS AND COMMISSIONS:

6A. Parks and Recreation Advisory Board. (staff)

7. VISITORS/CITIZENS FORUM:

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

8. ITEMS FOR FUTURE AGENDAS

9. EXECUTIVE SESSION:

City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 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 ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY

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 830-257-8000 for further information.

I do hereby certify that this notice of meeting was posted on the bulletin board at the City hall of the City of Kerrville, Texas, and said notice was posted on the following date and time: May 5, 2017 at 3:00 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. Proclamation proclaiming May as Williams Syndrome Awareness Month

Proclamation

WHEREAS, Williams Syndrome is a rare genetic developmental disorder that is present at birth, and affects many parts of the body; and

WHEREAS, Williams Syndrome occurs randomly in about 1 in 10,000 births worldwide with an estimated 20,000 to 30,000 in the United States; and

WHEREAS, Williams Syndrome is characterized by medical and cognitive problems including cardiovascular disease, developmental delays, learning disabilities, and occurs equally in both males and females and in every culture; and

WHEREAS, The Williams Syndrome Association (WSA), founded in 1982, is a non-profit organization that provides comprehensive resources for people and families living with Williams Syndrome as well as doctors, researchers, and educators; and

WHEREAS, Through its efforts to raise public awareness, fund critical new research, share valuable information, and support families, the WSA has improved the quality of life and futures of those affected by Williams Syndrome; and

WHEREAS The Williams Syndrome Association as well as the families and friends of those with Williams Syndrome should be commended for their hard work, compassion, and commitment to educating our communities about this rare disorder,

NOW, THEREFORE, I, Bonnie White, Mayor of the City of Kerrville, Texas, do hereby proclaim the month of May as

Williams Syndrome Awareness Month

In the City of Kerrville and urge our fellow citizens to recognize that the Williams Syndrome Association and the families and friends of those with Williams should be commended for their hard work, compassion, and courage for educating the country about this rare disorder.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Kerrville to be affixed this 9th day of May, 2017.

Bonnie White

Bonnie White, Mayor

Agenda Item:

3A. Minutes of the special meeting held March 28, 2017, and the regular meetings held March 28, April 11, and April 25, 2017

CITY COUNCIL MINUTES
INFORMAL EVENT

KERRVILLE, TEXAS
MARCH 28, 2017

On March 28, 2017, at 10:00 a.m. members of the Kerrville City Council attended an event at the Mooney International sales hangar, 165 Al Mooney Road North, Kerrville, Texas.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Mary Ellen Summerlin	Councilmember
Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT:

Glenn Andrew	Councilmember

CITY CORE STAFF PRESENT:

EA Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Kaitlin Berry	Special Projects Manager
David Knight	Police Chief
Dannie Smith	Fire Chief

Update on Federal Aviation Administration Certification of the new Mooney Ultras

Vivek Saxena, Mooney CEO, stated that Mooney received FAA certification of the new Mooney Ultras, the first certification in over a decade, and sales would begin soon.

The program ended at 10:50 a.m.

APPROVED: ________________
ATTEST:

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Bonnie White, Mayor

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Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MARCH 28, 2017

On March 28, 2017, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Councilmember Place Three Mary Ellen Summerlin, followed by the Pledge of Allegiance led by Ruth Spradling

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Glenn Andrew	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT: None.

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meismer	Director of General Operations
David Knight	Police Chief
Dannie Smith	Fire Chief
Kaitlin Berry	Special Projects Manager
Stuart Barron	Public Works Director
David Barrera	Assistant Public Works Director

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

1. RECOGNITIONS:

1A. Resolution of Commendation presented to Stephen King for serving on the Kerrville-Kerr County Joint Airport Board from 2005 to 2017.

1B. Resolutions of Commendation to Brandon Douglass, James Williamson, John Risher, David Tritenbach, and Sherry Egloff for serving on the Beautification Advisory Committee.

1C. Resolutions of Commendation to Mickey Bailey, Marion Giesecke, Matthew Hayes, Helen Herd, Eddie Pinson, and Nicholas Villanueva for serving on the Golf Course (Maintenance) Advisory Board.

1D. Recognition of Kerrville Fire Department Driver/Paramedic David Hernandez.

Chief Smith noted on December 16, 1993, the city established a city-owned ambulance service, and on January 1, 1994, the city began operating a countywide EMS service. Mr. Hernandez was one of the first 11 hired and he was on the crew that responded to the first EMS call. After 23 years of service, Mr. Hernandez was the last of the original 11 to retire.

2. **ANNOUNCEMENTS OF COMMUNITY INTEREST**: were given.

3. **CONSENT AGENDA:**

Mayor White removed Item 3B from the consent agenda.

Mr. Andrew moved to approve consent agenda items 3A and 3C; Mr. Fine seconded the motion, and the motion passed 5-0:

3A. Accept minutes of regular council meetings held February 14 and February 28, 2017, and special council meetings held February 21, February 28, and March 1, and council work session held February 21, 2017.

3C. Amendments to the Procedural Rules for Meetings of the Kerrville City Council.

END OF CONSENT AGENDA

3B. Resolution No. 09-2017, approving an amendment to the Kerr Emergency 9-1-1 Network budget for the 2017 fiscal year.

Mayor White filed a conflict of interest affidavit and recused herself and left the meeting at 6:13 p.m. Mayor Pro Tem Fine took over the meeting at 6:13 p.m.

Mark Del Toro, Executive Director for Kerr 9-1-1, requested council approve an amendment to the Kerr 9-1-1 FY2017 budget to increase the capital budget by $200,000 from $27,000 to $227,000 to allow the purchase of land for a new 9-1-1 office. He noted the proposed land was currently under contract.

The following person spoke:

1. George Baroody said he was not clear on the relationship between 9-1-1 and the city and questioned why the city approved 9-1-1's budget. The same request was presented to Kerr County and they deferred action. He asked why this land was special, and how much and where funding would come from for the building. He recommended: 1) Coordinate this with the future police department planning; and 2) Wait until funding was in place for the whole project before purchasing the land; if funding for the building fell through, 9-1-1 would be stuck with the land.

Mr. Del Toro reviewed how the 9-1-1board was selected under state law, and noted that state law required that 9-1-1 budgets and budget amendments be presented to the governing jurisdictions. The county was waiting for an opinion from the county attorney as to whether or not the county needed to give their approval. The land met 9-1-1's requirements, and 9-1-1 would look for grants for the construction of the building after the land was secured.

Council also discussed the following:

- The council appointed one member to the 9-1-1 board, and the city approved 9-1-1's budget.

- The city was not being asked to approve the purchase of the land.
- Funding for the 9-1-1 system was on everyone's phone bill, currently at 50¢/month; funding was not coming from the city.

Mr. Andrew moved to approve Resolution 09-2017; Mr. Ferguson seconded the motion and it passed 4-0.

Mayor White returned to council chambers and assumed the meeting at 6:21 p.m.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Presentation by Anne Culver regarding the Scenic Cities Certification Program.

Ms. Culver, Executive Vice President of Scenic Cities Texas, reported the SCCP provided an objective review of city ordinances and infrastructure standards and compared it to SCCP standards and model. Every city that applies receives an assessment of existing ordinances and development code language as pertains to public roadways and public spaces. Official certification is earned by cities that score high and have strong landscaping and signage regulations. The one-time certification application fee is $749 and certification is for five years. She estimated the application process would take about 60 hours of staff time and they would accept applications through May.

It was the consensus of council that Mr. Davis and staff review the program and make a recommendation at the next council meeting.

4. ORDINANCE, SECOND AND FINAL READING:

4A. Ordinance No. 2017-07, amending Chapter 86 "Solid Waste" of the Code of Ordinances of the City of Kerrville, Texas, concerning the provision of solid waste services, including recycling; regulations applicable to collection and disposal of solid waste; the licensing of solid waste haulers; containing a cumulative clause; containing a savings and severability clause; providing a penalty; and providing other matters relating to this subject. Mayor White read the ordinance by title.

Mr. Hoppe noted no changes since first reading.

The following person spoke:

1. George Baroody stated council should provide ordinances that can be enforced. He opined that Sections 86.12 and 86.6 were redundant and should be condensed. He suggested Section 86.7 be eliminated and only the second sentence of 86.10 be used. He recommended putting the code back like it was regarding licensing. The previous ordinance licensed collectors; the proposed ordinance licensed haulers and put the city in the situation of regulating commerce outside the city. He opinioned there were problems with requiring an annual fee and enforcing workers compensation, auto liability, general liability, and property damage insurance. He opined the ordinance was an overreach for the city to regulate business transacted outside of the city, the city could not enforce the ordinance, and the city should only license collectors in the city.

Council also discussed the following:

- The ordinance required those persons engaged in the business or occupation of hauling solid waste through the city to obtain a license from the city.
- The ordinance did not pertain to people in the business of removing yard waste. The city does not require commercial enterprises to use the city's trash collection services; commercial enterprises can contract with other service providers.
- The ordinance held everyone to the same standard.

Mayor White noted there was no appeals process if a license was revoked for a violation; how would someone have their license reinstated after they came back into compliance?

Mr. Hayes stated there was no appeal process in the ordinance; as with any ordinance, the appeal was to city council. He noted that the code enforcement department reviewed and understood the ordinance, and as written it was clear and easy for the public to understand. Staff recommended approval.

Ms. Summerlin moved for approval of Ordinance No. 2017-07; Mr. Ferguson seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Presentation by Anne Culver regarding the Scenic Cities Certification Program. Item was moved to earlier in the meeting after 3B.

5B. Employment agreement with Mark McDaniel to be City Manager of Kerrville. Mayor White stated the motion to proceed with the employment agreement with Mark McDaniel to be the City Manager of Kerrville.

Mr. Fine made the motion. Mr. Andrew seconded the motion and it passed 5-0.

6. **INFORMATION AND DISCUSSION**:

6A. Budget and economic update.

Ms. Yarbrough gave the financial report year to date for the period ending March 28, 2017: general fund revenues totaled $17,970,106 and expenditures $12,044,172; water and sewer fund revenues totaled $4,709,303 and expenditures $4,733,979; hotel/motel fund revenues totaled $428,106 and expenditures $500,200; 21 permits for new residential construction and commercial new/remodel construction totaled $7,277,000. She attributed the 22% increase in general fund revenue over the previous year to an increase in permits and fees in development services, parks and recreation, solid waste, EMS billing, municipal court fines, interest income, building leases, and bad debt recovery. Expenditures increased 17.83% in the water/sewer fund over the previous year due to the city not transferring sufficient funds to cover debt service because it had been over funded many years ago and the arbitrage group had advised staff to pull that budget down. Now the city was back on schedule transferring funds sufficient to cover debt service.

7. APPOINTMENTS TO BOARDS AND COMMISSIONS:

7A. Appointments to the Food Service Advisory Board.

Mr. Fine moved to defer appointments to the April meeting. Ms. Summerlin seconded the motion and it passed 5-0.

8. VISITORS/CITIZENS FORUM: No one spoke.

9. ITEMS FOR FUTURE AGENDAS: None were given

10. EXECUTIVE SESSION: No executive session was held.

11. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY: None.

ADJOURNMENT. The meeting adjourned at 6:57 p.m.

APPROVED: ________________ ____________________________

ATTEST: Bonnie White, Mayor

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Brenda Craig City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
APRIL 11, 2017

On April 11, 2017, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Councilmember Place Four Warren Ferguson, followed by the Pledge of Allegiance led by Eric Maloney.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Glenn Andrew	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT: None.

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meismer	Director of General Operations
David Knight	Police Chief
Dannie Smith	Fire Chief
Kaitlin Berry	Special Projects Manager
Stuart Barron	Public Works Director
David Barrera	Assistant Public Works Director
Eric Maloney	EMS Coordinator

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

1. RECOGNITIONS:

1A. Certificate of Recognition to Mayor Pro Tem Stephen Fine for receiving the Certified Municipal Official Certificate from the Texas Municipal League and the Texas Association of Mayors, Councilmembers and Commissioners.

2. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

3. CONSENT AGENDA:

Mr. Andrew moved to approve consent agenda items 3A and 3D; Mr. Fine seconded the motion, and the motion passed 5-0:

3A. Professional services agreement with Jess Asper for tennis professional services.

3B. Purchase of 2017 Etnyre Maintenance Oil Distributor through BuyBoard Purchasing Cooperative, in the amount of $73,314.95.
3C. Professional services agreement with Freese and Nichols Engineering, Inc. for the rehabilitation of the oxidation ditch at the water reclamation plant in the amount of $138,400.00.
3D. Professional services agreement with Freese and Nichols Engineering, Inc. to design the rehabilitation of the clarifier at the water treatment plant in the amount of $132,600.00.
END OF CONSENT AGENDA

4. ORDINANCES, FIRST READING:
4A. Ordinance No. 2017-09, amending Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" (BBAA) of the Code of Ordinances of the City of Kerrville, Texas, by amending the membership qualifications for said board and ending the term limits; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; and providing other matters related to the subject. Mayor White read the ordinance by title only.

Ms. Craig noted that on February 21 council directed staff to eliminate the term limits on the BBAA. Staff also recommended deleting the requirement that members must operate or be employed by a business located in the city.

Mr. Andrew moved for approval of Ordinance No. 2017-09 on first reading; Mr. Fine seconded the motion and it passed 5-0.

4B. Ordinance No. 2017-10, amending Chapter 66 "Library," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Library Advisory Board" (LAB) to remove the requirement of ex officio members and to require quarterly meetings; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject. Mayor White read the ordinance by title only.

Ms. Craig noted that on February 21 council directed staff to prepare an ordinance to remove the ex-officio positions on the LAB and change meetings from monthly to quarterly. Staff also removed references to the county.

Mr. Ferguson moved for approval of Ordinance No. 2017-10 on first reading; Mr. Fine seconded the motion and it passed 5-0.

4C. Ordinance No. 2017-11, amending the budget for Fiscal Year 2017 to authorize the transfer of a portion of the unassigned fund balance within the general fund to the general asset replacement fund. Mayor White read the ordinance by title only.

Ms. Yarbrough noted the city's financial management policy established a goal of maintaining an unassigned fund balance equal to 15-25% of annual operating expenditures and the city was at 34% as of September 30, 2016. The ordinance would transfer $750,000.00 from the general fund to the general asset replacement fund. Staff was not proposing to purchase equipment at this time, only transferring the funds for future capital purchase(s). Any purchase over $50,000 would be brought to council.

Mr. Andrew moved for approval of Ordinance No. 2017-11 on first reading; Mr. Ferguson seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Rate methodology for the sale of reuse water.
With the discussion of contracts in Items 5B, 5C, and 5D, Mayor White proposed amending the fee schedule concerning the rate for the sale of reuse water. Currently the rate was 38¢/1,000 gallons unless otherwise agreed to by contract.

Mr. Davis noted reclaimed water was the most cost effective and reliable raw water supply alternative explored by staff. The reuse water project was about future available potable water. The city owned the water. The use of reclaimed water for irrigation made additional potable water available to citizens. Based on the current rate that Guadalupe Blanco River Authority charged for raw water, the amount the city was putting into the river, after it is treated, was valued at $386,000.

In November 2016 the council created the Reuse Water ad hoc Advisory Committee (RWAC) to review the reuse water project. RWAC made its final report to city council in February 2016, recommending the long term goal was to use reclaimed water for potable water. Phase I was reclamation and Phase II would be direct potable reuse (DPR). In May 2016 council approved letters of intent with Riverhill Country Club and Schreiner University and staff prepared an estimated rate for those contracts. Since that time, contracts were let for the storage and distribution project and the city had firm numbers to better determine the rate.

Mr. Davis presented staff's reuse rate calculation and proposed 65¢/1,000 gallons. This rate was based on: estimated total cost of entire system was $21,600,000; a 40 year depreciable life of plant ($540,000/yr.); the total water reclamation budget for 2017 at $1,769,350; estimated 2.5% of maintenance and operation budget for the reuse system ($44,234); for a total annual cost of $584,234. The estimated annual effluent supply was 900 mg, of which 429 mg was proposed for reuse; 48% of the system was attributable to reuse irrigation, and 52% for future irrigation customers and for DPR. Therefore, the annual reuse system cost attributable to irrigation was $278,485 for 429 mg, equated to 6491¢/1,000 gallons; staff proposed the reuse rate be set at 65¢/1,000 gallons, and the agreements in Items 5B, 5C, and 5D be set at this rate, noting some contracts would escalate to this rate over the next seven years.

Mr. Davis noted the current customers were: City Golf Course, Tivy High School, Kerr County Animal Shelter, and Comanche Trace. Potential future customers were: City Tennis Center, Peterson Middle School, Schreiner University, Riverhill Country Club, and City Athletics Complex.

Mayor White noted the calculation assumed 900 mg would be produced and 429 mg would be sold annually, and there was no guarantee that amount would be sold. One of the largest customers was the athletic complex, which would be subsidized by the city. It also assumed the operations budget would remain at $1.7 million, it did not take into account the cost of infrastructure to Schreiner University (SU), Riverhill (RH), and Comanche Trace (CT), and it did not include debt service. The project would not be complete and reclaimed water available for 24 months, and the city would be paying debt service for two years without any revenue. She cited the reuse rate for several other cities. She encouraged council to look at a fee that would at least cover the cost of maintenance and operations and noted that infrastructure for the new customers was being paid for by city rate payers.

Mr. Davis noted that debt service was in the depreciation figure, which included the pond and distribution system and the calculation included debt service, and the system maintenance and operations was included in the 2.5% figure. He recommended staff continue to monitor project costs and the rate be established during budget preparation in September with the most current data available. Currently, the only customer that will be affected by the new rate is the city golf course. Mayor White suggested the city contract with the city golf course.

Council also discussed the following:
-Water supply is crucial to Kerrville's growth and economic development; the river can dry up and the aquifer is already declining at the current population.
-Getting large irrigation customers off of potable water was in everyone's interest; even if it does not pay for itself, there was a non-monetary benefit to everyone.
-Irrigation customers were paying for part of the infrastructure including the pond through their rate.
-Paying for infrastructure to large irrigation customers was an appropriate use of EIC funds.

Mr. Andrew moved to establish the reclaimed water rate at 65¢/1,000 gallons, excluding the golf course; said rate to remain the same until 2018. The motion was seconded by Mayor White.

The following person spoke:
1. George Baroody opined that DPR was not part of the effluent project and should not be charged for now. The rate to be charged to the effluent customers should be calculated on the total being delivered, which was 429 mg, not 900 mg. The rate should include all costs attributable to the whole reclaimed water project: pond, pipe, pumps, distribution lines.

The motion passed 4 to 1 with Councilmembers Andrew, White, Ferguson, and Summerlin voting in favor of the motion and Councilmember Fine voting against the motion.

Mr. Hayes noted he would prepare a resolution to amend the fee schedule and place it on a future agenda.

5B. Agreement for the sale of reclaimed water between the City of Kerrville and Comanche Trace (CT).
Mr. Hoppe noted in May 2016 the council authorized staff to construct a reclaimed water storage facility and expansion and retrofitting of the city's reclaimed water irrigation system. The system has been designed and is currently under construction as voted on by CC in October 2016 and January 2017. The city currently has a development agreement with CT which also pertained to the current sale of reuse water (Article VI). He reviewed the terms of the proposed contract:
-Replacement of the terms of Article VI.
-Clarification of the rate structure, providing a stair-stepped rate plan over 7 years to bring CT to the proposed adopted rate for reclaimed water.
-Reduction of potential annual usage from 365 mg to 246 mg.
-Clarification of terms regarding drought provisions, potable water, etc.

Council also noted the following:
-The contracts in 5B, 5C, and 5D complete the council's legal activities to provide effluent water to SU, CT, and RH. Each entity will receive reclaimed water under their own contract.
-The long term goal is to create a potable water source and associated infrastructure that will allow the city to use at least an additional 500,000 g/d of effluent water that was currently going down river, and for which the city was not receiving any revenue.
-The proposed agreement with CT called for an escalating rate and a voluntary reduction in the quantity of water they requested.
-CT was planning to expand, adding an additional $250 million to the city's ad valorem tax base.
-The city was establishing ownership by impounding and using the effluent as a potable water source.
-Golf courses were underwriting some of the storage and distribution system, and the proposed contracts would provide revenue for the city's future potable water system.
-All this with no increase in taxes and water/sewer rates.

The following persons spoke:
1. Greg Shrader, President of RH Property Owners Association, said Riverhill supported all three contracts. He commended city council for acting on the reuse water program. The project would: provide an additional water source using effluent that was currently being sent down river, take pressure off of the river

and aquifer, establish historical use pattern for the future, and create additional revenue for the city.

2. John Harrison, member of WRAC, encouraged council to approve the three contracts, noting: 1) effluent not used by the city goes back into the river for others downstream; 2) would improve and protect the city's tax base; 3 could start the long term goal of DPR; 3) would provide reclaimed water for current and future customers.

3. David Jackson, representing CT, noted CT had an existing agreement with a formula that determined the rate. The proposed contract would replace that formula. Under the current contract, which was in effect for the next two years, the formula provided a rate of 38¢/1,000. The proposed contract provided for a gradual tiered increase, which CT agreed to. The new contract would allow for additional development at CT, providing an economic benefit for the entire community, not just CT. CT's current use did not require use of the pond because CT lowered the requirement for capacity to accommodate city. CT had not been using potable water for its golf course for the past 15 years.

Mayor White asked if the formula took into consideration the $1.5 million upgrade for the CT line? Mr. Jackson noted the formula did not talk about any upgrades.

Mayor White opined that the rate should be fair to all customers, and some ratepayers were subsidizing. She also noted that EIC approved funding for distribution lines for three customers. Mr. Jackson noted CT did not receive any funding from EIC, and CT paid for all of their infrastructure.

Mayor White noted the original contract with CT required CT to deed two water wells to the city. Mr. Jackson stated that CT would honor that requirement, and noted that part of the development agreement would remain intact. He confirmed that the wells were offered to the city in the past and the city did not take ownership; however, CT would do so when the city wanted them.

4. George Baroody opined that the current agreement with CT was a better position for the city as it included a termination clause whereby the city can get out if the rate was not covering the cost of distribution. He opined that the city should use the current CT contract as a model for future customers. The pond should only be paid for by the customers who use it; if CT did not need it, they should not have to pay for it. If effluent customers did not want the pond, then the city should not build the pond. It was true that the city was receiving revenue from effluent water, but the city was losing $.75 million – 1.5 million a year because the rate was not covering all of the costs. He stated that the city had been raising taxes each year; the tax rate remained the same, but it was still a tax increase.

Mayor White opined that the city would be increasing the water rate 9% over the next six years. Mr. Andrew noted that proposed increase was due to escalating operational costs and was not driven by this project.

Mr. Andrew moved to approve the agreement with Comanche Trace. Ms. Summerlin seconded the motion and it passed 5-0.

5C. Agreement for the sale of reclaimed water between the City of Kerrville and Schreiner University (SU).
Ms. Summerlin and Mr. Ferguson filed conflict of interest affidavits and left the meeting at 7:16 p.m.

Mr. Hoppe noted this was a reclaimed water use agreement with SU for irrigation at the Schreiner campus. In May 2016 city council authorized staff to negotiate a letter of intent (LOI), council approved the LOI in June 2016, it was adopted in final form in July 2016, and staff developed the proposed agreement with SU based on that LOI. SU was proceeding to start a multi-million dollar construction project to add new irrigation system and landscaping predicated on this reuse agreement.

Council discussed the following:
-SU agreed to comply with 65¢/1,000 gallons, would construct 1.5 mg on-site storage; agreed that the city had no guarantee to supply reclaimed water, and would cooperate during drought conditions and defer to the city's dpr project if necessary.
-SU was a critical element of Kerrville's economy. The economic impact of 1,300-1,400 students and their families and staff, teachers, and visitors was enormous.

Mayor White stated that CT had 8 days of storage and SU had 6 days. With the on-site storage ponds, the city may be able to downsize the size of the city's pond and save money; also, the city can treat directly from the tail pipe.

Mayor White moved for approval of the agreement with Schreiner University; Mr. Andrew seconded the motion and it passed 3-0.

Mr. Ferguson and Ms. Summerlin returned to the meeting at 7:23 p.m.

5D. Agreement for the sale of reclaimed water between the City of Kerrville and Riverhill Country Club, LP (RH).
Mr. Hoppe noted this was a reclaimed water use agreement with RH. RH originally requested 600,000 g/d; the agreement negotiated up to 300,000 g/d and had a take-or-pay provision.

Council also discussed the following:
-$600,000 in infrastructure distribution lines were paid for by EIC.
-RH was responsible for their interior infrastructure and their 2 mg storage pond.
-RH agreed to the 65¢/1,000 gallon rate.

-RH had a significant economic impact on Kerrville and the proposed contract would allow RH to grow and increase the tax base. RH also brought in visitors to their world-class golf course and helped build Kerrville's economy, which was exactly the purpose of 4B (EIC) funds.
-Riverhill had a working permitted well, and it was to everyone's advantage that RH pump less from the aquifer for irrigation.

The following person spoke:
1. Niel Powers stated he moved to Kerrville from Colorado and they had suffered through droughts and water shortages and that city council did nothing about the lack of water for 20 years.

Mr. Andrew moved to approve the agreement with Riverhill Country Club; Mr. Fine seconded the motion and it passed 5-0.

Mr. Andrew noted the water reclamation project had been on-going for 36 months, and was finally being completed despite multiple attempts to defeat it. He encouraged citizens to remain active and involved in any future attempts to defeat or change the project. Kerrville's future depended on water.

5E. Direction to staff regarding Scenic Cities Certification Program.
Mr. Davis noted the Scenic Cities program was very worthwhile, but the timing was not right for Kerrville at this time. He recommended Kerrville consider participating next year.

The consensus of the council was to accept Mr. Davis' recommendation.

5F. Amendments to the Ethics Policy for Elected and Appointed Officials – City of Kerrville, Texas.
Mr. Davis noted at the February 21 workshop council discussed several topics and staff was seeking direction on whether to include these in the city's ethics policy:
1. Council to submit questions to staff prior to meetings to allow time to research to make meetings more efficient.
2. When staff provides information, conversations, emails, etc. to council, such should be considered privileged information until city council takes action on the subject. It is inappropriate to provide such information to citizens or the media. If a councilmember quotes a document or receives information, they should provide a copy of the documents/information to all councilmembers prior to the meeting.
3. Council attendance at board meetings should be avoided.

Mayor White suggested the matter be deferred until after the new city manager started and look at the entire policy at that time. The consensus of council was to discuss the three items now and look at any additional items in the future.

Mayor White opined that some of the items were subjective and did not belong in the ethics policy and questioned how such could be enforced as an ethics violation. Councilmembers should be allowed to attend board meetings and have an opinion without it being an ethics violation. Attending board meetings was simply a way to stay informed of boards' decisions.

Ms. Summerlin opined that all three items did belong in the ethics policy:
1. Polite behavior; no "gotchas" to staff; give staff time to research and make meeting more efficient.
2. Inappropriate for the mayor or councilmembers to share information with the news media that had not been discussed by the council publicly.
3. If a councilmember, who was not a voting member, expressed their opinion at a board meeting, that might influence the board members' decision. Also, if a councilmember stated a policy item different than council as a whole, that was an ethics problem.

Mr. Andrew stated the city council should not have to enforce the ethics policy; it should be voluntary behavior about how a councilmember was expected to act. City staff should keep council informed of board discussions on a regular basis.

Mayor White suggested Item 6, "Compliance and Enforcement" be removed.

Ms. Summerlin moved to direct staff to prepare language to fit all three objectives into the ethics policy and bring to the next meeting. Mr. Fine seconded the motion and it passed 4 to 1 with Councilmembers Summerlin, Fine, Andrew and Ferguson voting in favor of the motion and Mayor White voting against the motion.

6. <u>APPOINTMENTS TO BOARDS AND COMMISSIONS</u>:

6A. <u>Appointment to the Kerr Emergency 9-1-1 Network Board</u>.
Mr. Andrew moved to reappoint Paul Huchton to the Kerr Emergency 9-1-1 Network Board, term to expire March 31 2019; motion was seconded by Mr. Fine and passed 5-0.

6B. <u>Appointments to the Food Service Advisory Board</u>.
Mr. Fine moved to appoint Monica Egelston, Angela Fiedler, Monty Rusch, and Seth White to the food service advisory board, all with terms to expire December 1, 2018. Ms. Summerlin seconded the motion and it passed 5-0.

6C. <u>Appointment to the Zoning Board of Adjustment</u>.
Mr. Andrew moved to appoint Danny Almond as a regular member of the zoning board of adjustment, with term to expire September 30, 2019; Mr. Ferguson seconded the motion and it passed 5-0.

7. <u>VISITORS/CITIZENS FORUM</u>:

1. Bruce Stracke discussed positive things happening in Kerrville, in particular expanding agricultural business and the announcement by Mooney about the certification of their new airplane and planned expansion.

2. Russell Nemky agreed with Mr. Stracke's comments and applauded city council for working together on the reclaimed water agreements and establishing the reclaimed water rate.

8. ITEMS FOR FUTURE AGENDAS

-Update on TCEQ's report on the city's ASR wells.

9. EXECUTIVE SESSION: None.

10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY: None.

ADJOURNMENT. The meeting adjourned at 7:44 p.m.

APPROVED: ______________ ________________________

ATTEST: Bonnie White, Mayor

____

Brenda Craig City Secretary

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
APRIL 25, 2017

On April 25, 2017, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor White in the city hall council chambers at 701 Main Street. The invocation was offered by Mayor White, followed by the Pledge of Allegiance led by Matt Attridge, Boy Scout Troop 111.

COUNCILMEMBERS PRESENT:

Bonnie White	Mayor
Stephen P. Fine	Mayor Pro Tem
Glenn Andrew	Councilmember
Mary Ellen Summerlin	Councilmember
C. Warren Ferguson	Councilmember

COUNCILMEMBER ABSENT: None.

CITY CORE STAFF PRESENT:

Don Davis	Interim City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Brenda Craig	City Secretary
Sandra Yarbrough	Director of Finance
Kim Meismer	Director of General Operations
Curtis Thomason	Assistant Police Chief
Dannie Smith	Fire Chief
Kaitlin Berry	Special Projects Manager
Stuart Barron	Public Works Director

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

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST**: were given.

2. **CONSENT AGENDA:**

Mayor White asked to remove Items 2B and 2C from the consent agenda.

Mr. Fine moved to approve consent agenda items 2A and 2D; Ms. Summerlin seconded the motion, and the motion passed 5-0:

2A. Minutes of the regular meeting of March 14, 2017, and the special meeting of March 22, 2017.

2D. Purchase of one 2018 Freightliner dump truck through BuyBoard Purchasing Cooperative in the amount of $85,792.00.

END OF CONSENT AGENDA

2B. Contract to Freese and Nichols, Inc. for engineering services for the construction of Legion lift station and force main, in the amount of $734,000.00.

Mayor White questioned if funds were available to move the design forward as it was not in the 2017 budget.

Mr. Hoppe noted the project was identified in the city's wastewater master plan. Funding was not in the original FY17 budget; however, through project savings, there were funds available to move forward with the design engineering only, but not for project construction. Staff planned to go out for bid for the oxidation ditch and water clarifier project in summer 2017, and the Legion lift station project in mid-2018. He confirmed this contract would provide engineering services and administrative management through design and construction of the project.

Mr. Andrew moved to approve the contract with Freese and Nichols; Mr. Ferguson seconded the motion and it passed 5-0.

2C. <u>Contract to Freese and Nichols, Inc. for engineering services for the City of Kerrville's water treatment plant total trihalomethane (TTHM) reduction project, in the amount of $287,000.00</u>.
Mr. Hoppe explained the city had been exceeding the TTHM limits prescribed by TCEQ. The city was granted a one year extension by TCEQ.

Mr. Barron described efforts taken to bring the city into compliance, looping lines, flushing distribution lines, and repainting storage tanks; this reduced TTHM, but the city was still exceeding state limits. He discussed two options: 1) chloramines; and 2) carbon filtration.

Mayor White suggested waiting to see if the rehab of the water treatment plant clarifier would help. Mr. Barron noted the clarifier removed solids; it did not remove carbon, and when chlorine is added it will continue to generate high levels of TTHM. Mr. Barron noted that initially staff stayed away from chloramine treatment methods; however, it does solve TTHM issues and the city was under enforcement action by TCEQ to control TTHM.

Mayor White noted a water consultant she used in her personal business warned her about chloramines because chlorine mixed with ammonia makes the chlorine last longer but the ammonia remained. She noted that a lady in California attributed her health problems to a byproduct of chloramine.

Richard Weatherly, Freese and Nichols, Inc. (FNI), noted that 80-90% of surface water systems in Texas used chloramine treatment methods. As part of the contract, FNI will be studying carbon filter options vs. chloramine treatment options and the associated infrastructure and operational costs with each type of system. FNI will prepare an action plan for the option the city choses.

Council also discussed the following:
-The city was researching possibilities; it was not agreeing to a chloramine system at this time. There are no definite facts, studies, tests, or proven health risks associated with chloramines at this time.

-If the city changes to a chloramine system, would it affect TCEQ's requirements for the city's ASR wells, since water is treated with chlorine before it is put into the ASR wells? Mr. Barron stated the water must meet drinking water standards before it is put into ASR. Chloramine was a different disinfection process, and the city would be required to notify TCEQ of any change in treatment.
-How did FNI arrive at the $300,000 estimate for services. Mr. Weatherly noted it was 10% of what the water activated carbon filter treatment system could potentially cost.

Mr. Barron noted the city was under directive by TCEQ to bring TTHM under control by December 2016; TCEQ granted a one year extension, and the city had only seven months to bring TTHM into compliance with TCEQ.

Mayor White suggested issuing a request for qualifications for other firms that offer alternative water treatment options that might be available. Mayor White opined that TCEQ was lenient about extensions.

Mr. Weatherly stated that FNI, in the process of developing the proposal for the city, focused on the two most proven methodologies to eliminate TTHMs. He understood that the city was under a critical timeframe to meet the TCEQ extension.

Ms. Summerlin moved to approve the FNI contract; Mr. Andrew seconded the motion and it passed 5-0.

3. ORDINANCES, SECOND AND FINAL READING:
3A. Ordinance No. 2017-09, amending Chapter 26 "Buildings and Building Regulations", Article VIII "Building Board of Adjustment and Appeals" of the Code of Ordinances of the City of Kerrville, Texas, by amending the membership qualifications for said board and ending the term limits; containing a cumulative clause; containing a savings and severability clause; establishing an effective date; and providing other matters related to the subject. Mayor White read the ordinance by title.

Mr. Andrew moved for approval of Ordinance No. 2017-09 on second and final reading; Mr. Ferguson seconded the motion and it passed 5-0.

3B. Ordinance No. 2017-10, amending Chapter 66 "Library," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Library Advisory Board" to remove the requirement of ex officio members and to require quarterly meetings; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject. Mayor White read the ordinance by title.

Mr. Fine moved for approval of Ordinance No. 2017-10 on second and final reading; Mr. Andrew seconded the motion and it passed 5-0.

3C. Ordinance No. 2017-11, amending the budget for Fiscal Year 2017 to authorize the transfer of a portion of the unassigned fund balance within the general fund to the general asset replacement fund. Mayor White read the ordinance by title.

Mr. Fine moved for approval of Ordinance No. 2017-11 on second and final reading; Ms. Summerlin seconded the motion and it passed 5-0.

4. ORDINANCE, FIRST READING

4A. Ordinance No. 2017-12 amending Chapter 74 "Parks and Recreation," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Parks and Recreation Advisory Board" to increase the number of members from eight to nine and to clarify the responsibilities and expectations of the board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject. Mayor White read the ordinance by title only.

Mr. Davis reviewed the proposed changes to the ordinance:
-Change meetings from monthly to quarterly;
-Increase the number of members from eight to nine;
-Remove the councilmember ex-officio;
-Revise the duties and powers to reflect the needs of the department; and
-Added expectations section identifying specific expectations of board members.

Mr. Ferguson read the board expectations section, which was developed by the board members.

Mr. Andrew moved for approval of Ordinance No. 2017-12 on first reading; Mr. Fine seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Application to City of Kerrville, Texas Economic Improvement Corporation (EIC) for funding to renovate the Doyle Community Center.
Mayor White made a point of order: The city's economic development process established guidelines and procedures regarding how to apply for funding from EIC. Items first must be presented to EIC. She suggested the matter be referred to EIC, and if approved, then brought back to city council in accordance with the policy. To proceed would violate city policy and circumvent the established process. She noted that in April 2014 Mayor Jack Pratt objected to the Gateway project circumventing the economic development process for a 380 agreement. Mr. Pratt was advised by Mr. Davis that the matter should go through EIC first. She also noted that under Rule 3.4, items submitted should be forwarded to city council at the time the request is submitted, and this was not done.

Mayor White moved that on a point of order, because of city policy and rules and procedures, that council refer the matter to EIC, and if approved by EIC, it come back to city council for consideration. The motion died for lack of a second.

Council also discussed the following:
-Procedural Rule 3.3 stated the deadline to submit an item for the agenda; the item was submitted within the deadline. Mayor White noted it was submitted by the deadline; however, under Rule 3.4 staff did not forward the item to the city council at the time the request was received.
-The request was for the city to apply to EIC. The city was not a co-applicant; a co-applicant had ownership or involvement in a project.
-The DCC Board of Directors was working on its own application to EIC;
-If the city sponsored the application, it might suggest that the city was the owner. The DCC Board should apply because they are the owner.

Mayor White requested a motion for council to hear the presentation.

Council consensus was that a motion to hear the presentation was not necessary as the item was listed on the agenda.

Jack Pratt noted he was not a member of the Doyle Community Center (DCC) Board of Directors, but he had been working on the project for two years. He provided a list of the board of directors. Mr. Pratt gave a history of the Doyle School and noted the Community Center opened in August 2003. The DCC was a 501c3 non-profit organization and served many organizations and citizens' groups. The facility was in dire need of renovation to bring it to code and make it a functional facility. He requested the city apply to EIC for funding in the amount of $600,000. The information he provided was from the DCC Board. Mr. Pratt also requested the city waive all city fees for the project.

The following person spoke:
1. Dannie Smith, DCC board member, noted the DCC Board was in the process of getting updated cost estimates and scope of work from a local architect.

Mr. Andrew stated that the Doyle Community Center Board go to the Economic Improvement Corporation first and present the item and hold the public hearing; then the board and EIC should bring the project back to city council to hear. Ms. Summerlin moved that motion. Mr. Andrew seconded the motion and it passed 5-0.

5B. <u>Resolution No. 10-2017 amending the Ethics Policy for Elected and Appointed Officials – City of Kerrville, Texas as previously adopted by Resolution No. 40-2013; said amendments concerning the meeting preparation, communications, and the confidentiality of specific information</u>.
Mr. Davis noted following council discussion at the February 21 work session and council action on April 11, staff prepared four items to be placed in the city's ethics policy:
1. Councilmembers to submit questions to staff prior to meetings to allow time to research.

2. When staff provides information, conversations, emails, etc. to council, such should be considered privileged information until city council takes action on the subject. It is inappropriate to provide such information to citizens or the media.
3. If a councilmember quotes a document or receives information on an agenda item, they should provide a copy of the documents/information to all councilmembers prior to the meeting.
4. Council attendance at board meetings should be avoided.
Regarding Item 4, Council noted:
-Councilmembers should be allowed to attend meetings and speak when they have a personal issue before a board, such as ownership or notification that something was happening near their property.
-Councilmembers should be allowed to attend advisory boards since they have no legislative authority.
-Discussion at the workshop was to discourage regular attendance by councilmembers at any of the city's board and commission meetings so as not to provide undue influence on independent boards.

Council also discussed the following:
-When attending board meetings, councilmembers should listen and not participate in discussions or interact in the process. Council appointed persons to boards and should not attempt to influence their decisions. Policies were in place that state that council should not have undue influence.
-Staff should provide regular reports to councilmembers regarding board meetings, i.e. issues, member attendance, etc.
-Council should not be lobbying members of any of the boards. Lobbying was covered in the procedural rules for city boards and in the City Charter. Mayor White stated lobbying should be addressed in the council procedural rules, but it should not be in the ethics policy.

Mr. Hayes noted the issue was about due process, particularly with quasi-judicial boards. Council's attendance at planning and zoning commission (PZC) and zoning board of adjustment (ZBA) meetings could unduly influence the process. It could be questioned whether a councilmember's attendance influenced a decision; that could violate due process. He noted that state law allowed councilmembers to be a member of EIC; however, state law did not allow councilmembers to be members of PZC or ZBA.

Section I: Mayor White requested the statement be deleted: "a reasonable person would understand to be confidential from the totality of the circumstances surrounding how the member is made aware of the information." The statement was unclear, subject to interpretation, and might not be enforceable. The statement should not be in the ethics policy, but in the council procedural rules. Ms. Summerlin noted that Section I would set a basis for one councilmember to address another councilmember that a certain behavior was unethical; for example, two councilmembers discuss a matter, then a news reporter contacts a councilmember about what had been discussed.

Mayor White noted she spoke with a county commissioner and he thought a lot of the policy violated rights of free speech. She opined that some of the policy superseded a person's Constitutional rights and if the policy was challenged, the city would lose.

Ms. Summerlin moved to eliminate the last bullet point on the Statement of Commitment; Mr. Fine seconded the motion and it passed 5-0.

Mr. Fine moved to approve Sections F and H; Mr. Fine rescinded his motion.

Mayor White moved to amend the procedural rules to strike the last sentence in "O" from the ethics policy and add it to council procedural rules: "O. Similarly, City Council should not attend meetings of Boards, as doing so may work to cause improper or even undue influence no matter how well-intentioned, and may raise an issue of due process." Ms. Summerlin seconded the motion. Mr. Davis clarified the intent of the motion was to remove the sentence in Section O from the ethics policy and add it to the council procedural rules. Mayor White and Ms. Summerlin confirmed it was part of the motion. The motion passed 5-0.

Mayor White suggested a new section be added: "There should be no discussion with staff or other councilmembers about how a future vote might result, or how an election or appointment could affect the outcome of an issue. It would be improper for city council to discuss with staff how a future vote might affect the outcome of an issue; such should be decided when council deliberates and votes." She unintentionally overheard a conversation outside of an open door in city hall between staff and a councilmember about "how we are going to get around Bonnie." Mr. Fine opined that it was not ethical of the Mayor to eavesdrop on a personal conversation, which neither he nor former staff remembered happening.

Mr. Andrew moved for approval of the ethics policy as modified. Mr. Fine seconded the motion and it passed 4 to 1 with Councilmembers Andrew, Fine, Ferguson, and Summerlin voting in favor of the motion and Mayor White voting against the motion.

6. <u>INFORMATION AND DISCUSSION</u>:

6A. <u>Budget and economic update</u>.

Ms. Yarbrough gave the financial report year to date for the period ending April 25, 2017: general fund revenues totaled $19,391,011 and expenditures $13,827,391; water and sewer fund revenues totaled $5,550,146 and expenditures $5,636,339; hotel/motel fund revenues totaled $504,508 and expenditures $500,200. 25 permits for new residential construction and commercial new/remodel construction totaled $13,921,950 year-to-date.

Mayor White asked where the $2 million for the dirt was in the reuse project. Ms. Yarbrough noted it would be transferred out and be shown on the April report.

7. VISITORS/CITIZENS FORUM:

1. Robert Naman noted on April 11 a councilmember indicated that persons who questioned or opposed projects were against progress. He stated that asking questions was not being against progress but for financial responsibility; destroying soccer fields and ignoring the work of volunteers was thoughtless; seeking money from both EIC and KPUB for the same project and borrowing money when the city had in excess of the 25% reserve was not progress; using sales tax and water/sewer revenues was a regressive tax on citizens.
2. Carolyn Lipscomb noted that dogs running loose created hazardous situations.
3. Stephen Fine stated appreciation to Mr. Davis for serving as interim city manager for the third time.
4. Mr. Davis noted Justin MacDonald, the city's representative on the Kerr Central Appraisal District Board of Directors, had resigned effective May 31. Applications were being accepted from persons interested in being appointed to KCAD.

8. ITEMS FOR FUTURE AGENDAS

- Enforcement of loose animals.
- Appointment to Kerr Central Appraisal District Board of Directors.

9. EXECUTIVE SESSION:

Mr. Andrew moved for the city council to go into executive closed session under Sections 551.071, and 551.072 of the Texas Government Code; motion was seconded by Mr. Fine and passed 5-0 to discuss the following:

9A. Sections 551.071 and 551.072:

Discuss the purchase, exchange, lease, sale, or value of real property, the public discussion of which would not be in the best interests of the City's bargaining position with third parties, regarding property interests related to the following:

- 800 Junction Highway, former city hall.

At 7:39 p.m. the regular meeting recessed. Council went into executive closed session at 7:43 p.m. At 7:58 p.m. the executive closed session recessed and council returned to open session at 7:58 p.m. No action was taken in executive session.

10. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION, IF ANY:

Mr. Fine moved to authorize the city manager to update the appraisal of the property located at 800 Junction Highway. Ms. Summerlin seconded the motion and it passed 5-0.

ADJOURNMENT. The meeting adjourned at 7:59 p.m.

APPROVED: ________________ ____________________________
ATTEST: Bonnie White, Mayor

____
Brenda Craig City Secretary

Agenda Item:

3B. Resolution No. 12-2017 acknowledging the designation of the City Secretary as the city official to receive public information requests for the City; designating the City Secretary as the Public Information Coordinator for the purpose of receiving training on the responsibilities concerning public information requests under the Texas Public Information Act; and providing an effective date. (staff)

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

SUBJECT: Resolution acknowledging the designation of the City Secretary as the City Official to receive public information requests for the City; designating the City Secretary as the public information coordinator for the purpose of receiving training on the responsibilities concerning public information requests under the Texas Public Information Act; and providing an effective date.

FOR AGENDA OF: May 9, 2017 **DATE SUBMITTED:** April 28, 2017

SUBMITTED BY: Mike Hayes MCH
City Attorney

CLEARANCES:

EXHIBITS: Resolution; example form for public officials making designation

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

The Texas Public Information Act, found in Chapter 552 of the Texas Government Code (the "Act"), establishes the authority and process for persons to request information about the affairs of government and the official acts of public officials and employees. Per the Act, the City Manager may designate another City employee as the person to whom open record requests may be sent.

In addition, the Act requires each elected and appointed official to complete one to two hours of training on the Act; however, the Act allows for the designation of a public information coordinator to complete this training requirements on behalf of the public officials.

This Resolution will acknowledge the City Manager's designation of the City Secretary as the City employee to receive requests for public information pursuant to the Act for the City. This Resolution also designates the City Secretary as the Public Information Coordinator for the purpose of satisfying the training requirements of the Act for all elected or appointed City officials. This designation is optional, in that any such elected or appointed official may choose to complete the course of training. Keep in mind that this Resolution does not have anything to do with Kaitlyn Berry's role as the City's Public Information Officer.

RECOMMENDED ACTION

Motion to approve the Resolution.

T:\LEGAL\COUNCIL\AGENDA BILLS-PRESENTATION\AB - RESO APPT PIA COORDINATOR_042717.DOC

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 12-2017

A RESOLUTION ACKNOWLEDGING THE DESIGNATION OF THE CITY SECRETARY AS THE CITY OFFICIAL TO RECEIVE PUBLIC INFORMATION REQUESTS FOR THE CITY; DESIGNATING THE CITY SECRETARY AS THE PUBLIC INFORMATION COORDINATOR FOR THE PURPOSE OF RECEIVING TRAINING ON THE RESPONSIBILITIES CONCERNING PUBLIC INFORMATION REQUESTS UNDER THE TEXAS PUBLIC INFORMATION ACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 552 of the Texas Government Code is known as the Texas Public Information Act (the "Act"); and

WHEREAS, per Section 552.201 of the Act, the City Manager, as the City's chief administrative officer, is designated as the officer for public information; and

WHEREAS, Section 552.301(c) of the Act provides that the City Manager may designate another city employee as the person to whom open records requests must be sent; and

WHEREAS, the City Manager believes it to be expedient and efficient to designate the City Secretary as the city official to whom open record requests must be sent, which is consistent with the City's long-standing and existing practice; and

WHEREAS, the Act also requires each elected or appointed public official to complete one to two hours of training; and

WHEREAS, Section 552.012(c) of the Act allows each public official to designate a public information coordinator to complete these training requirements on his or her behalf; and

WHEREAS, the City Council and City Manager desire that the City Secretary be designated as the public information coordinator to receive the public information training as required by Section 552.012 of the Act; and

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

SECTION ONE. The City Council acknowledges the designation of the City Secretary by the City Manager as the City's public information officer for purposes of receiving public information requests pursuant to the Texas Public Information Act.

SECTION TWO. The City Council designates the City Secretary as the public information coordinator for the purposes of receiving training under the Act.

SECTION THREE. This Resolution shall become effective immediately upon its passage and execution.

PASSED AND APPROVED ON this the _____ day of ________________, A.D., 2017.

____
Bonnie White, Mayor

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

DESIGNATION OF ____[Name of City's Public Information Act Coordinator]____ FROM THE CITY OF KERRVILLE, TEXAS, TO TAKE THE REQUIRED PUBLIC INFORMATION ACT TRAINING ON MY BEHALF PURSUANT TO TEXAS GOVERNMENT SECTION 552.012.

Texas Government Code §552.012 requires each elected or appointed public official who is a member of a multimember governmental body or the officer for public information of a governmental body, to complete a course of training of at least one hour regarding the responsibilities of the governmental body with which the official serves and its officers and employees under the Texas Public Information Act (*see* Chapter 552, Texas Gov't Code).

Texas Government Code §552.012(c) authorizes a public official to designate a "public information coordinator" to satisfy the training requirements for the public official if the public information coordinator is primarily responsible for administering the responsibilities of the public official or governmental body under the Texas Public Information Act.

Designation of a public information coordinator does not relieve a public official from the duty to comply with any other requirement of the Texas Public Information Act that applies to the public official.

****

Pursuant to Texas Government Code §552.012, I __[Name of City Official]__ hereby designate the City's public information coordinator to satisfy the training requirements of Texas Government Code §552.012 on my behalf.

The following person has been designated as the City's public information coordinator: City Secretary.

______________________________________ ______________

Signature of City Official Making the Designation* Date

**Note: This form should be completed and filed with the city's records administrator (usually the city secretary).*

Agenda Item:

3C. Resolution No. 13-2017 approving a Regional Mutual Aid Agreement with local government entities and local organizations within the geographic area covered by the Alamo Area Council of Governments; and providing notice of the city's termination of a similar agreement entered into by the city in 2003. (staff)

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

SUBJECT: AACOG Regional Mutual Aid Agreement

FOR AGENDA OF: May 9, 2017 **DATE SUBMITTED**: April 7, 2017

SUBMITTED BY: Dannie Smith
Fire Chief

CLEARANCES: Mark McDaniel
City Manager

EXHIBITS: AACOG Regional Mutual Aid Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: MM

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

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

SUMMARY STATEMENT

History documents that every community will experience a manmade or natural disaster approximately once every twelve years. When disasters strike, communities are vulnerable to damage, injury, and loss of life and property. Emergencies like these can present equipment and staffing needs beyond the capacity of the jurisdiction affected. Regional mutual aid is a mechanism which allows jurisdictions to share personnel, equipment and other resources during emergencies. This agreement is for the Alamo Area Council of Governments (AACOG), and was developed pursuant to Chapter 791 of the Texas Government Code (Inter-local Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code. The agreement mirrors Texas and FEMA Mutual Aid Agreements, and covers response for all hazards (flooding, fire, or other disastrous events). More specifically, any event that requires emergency response from the following disciplines:

a. Public Works
b. Law Enforcement
c. Fire
d. Emergency Medical Services

Finally, it defines cost reimbursement, liability, and insurance, among other parameters for jurisdictions seeking response aid in the event of an emergency.

RECOMMENDED ACTION

Adopt and approve the regional mutual aid agreement between AACOG and the City of Kerrville.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 13-2017

A RESOLUTION APPROVING A REGIONAL MUTUAL AID AGREEMENT WITH LOCAL GOVERNMENT ENTITIES AND LOCAL ORGANIZATIONS WITHIN THE GEOGRAPHIC AREA COVERED BY THE ALAMO AREA COUNCIL OF GOVERNMENTS; AND PROVIDING NOTICE OF THE CITY'S TERMINATION OF A SIMILAR AGREEMENT ENTERED INTO BY THE CITY IN 2003

WHEREAS, the City of Kerrville, Texas ("City"), similar to other communities, is vulnerable to multiple types of natural and human-caused hazards; and

WHEREAS, in order to reduce the effects of these hazards and to plan and try to account for a lack of staffing and equipment, counties and municipalities often enter into mutual aid agreements as a mechanism to share personnel, equipment, and other resources during emergencies; and

WHEREAS, the Alamo Area Council of Governments ("AACOG") has developed a regional mutual aid agreement pursuant to Chapter 791 of the Texas Government Code (Inter-local Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and

WHEREAS, AACOG's agreement mirrors the Texas and FEMA Mutual Aid Agreements, and covers response for all hazards, such as flooding, fire, or other disastrous events and defines cost reimbursement, liability, and insurance among other parameters for jurisdictions seeking response aid in the event of an emergency; and

WHEREAS, the City's Fire Chief recommends that the City participate in AACOG's *Regional Mutual Aid Agreement*; and

WHEREAS, the City Council finds it to be in the public interest to enter into the *Regional Mutual Aid Agreement* as presented;

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

SECTION ONE. The City Council authorizes the Mayor to execute the *Regional Mutual Aid Agreement*, as prepared by the Alamo Area Council of Governments, a copy of which is attached as **Exhibit A**, and upon full execution by the parties, will be maintained in the Office of the Fire Chief and Office of the City Secretary.

SECTION TWO. The City Council authorizes the termination of the *Regional Mutual Aid Agreement* entered into by the City on or about December 9, 2003, pursuant to Resolution No. 141-2003, which is repealed in its entirety.

PASSED AND APPROVED ON this the _____ day of ____________ A.D., 2017.

____
Bonnie White, Mayor

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

REGIONAL MUTUAL AID AGREEMENT

State of Texas §
§
County §

This Regional Mutual Aid Agreement (the "Agreement") is entered into by and between local government entities and local organizations wholly or partially within the geographic areas covered by the Alamo Area Council of Governments (the "AACOG Region"), that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in the Region to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Regional Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Regional Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Regional Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Regional Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Regional Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Regional Mutual Aid consistent with the Regional Mutual Aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

Terms

1. **RECITALS**
The recitals set forth above are true and correct.

2. **DEFINITIONS**
For purposes of this Agreement, the terms listed below shall have the following meanings:

a. Agreement – this Regional Mutual Aid Agreement as such may be amended by its own terms.

b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property which is declared by the appropriate agency or government official or employee in accordance with applicable law.

c. Regional Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.

d. NIMS – the National Incident Management System.

e. The Plan – The Threat and Hazard Identification and Risk Assessment (THIRA) adopted by the Board of Directors of Alamo Area Council of Governments as amended. The THIRA outlines the coordinating of emergency management resources during Emergencies involving multiple jurisdictions.

f. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Regional Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated in writing as the Point of Contact.

g. Regional Emergency Preparedness Advisory Council. The advisory committee created by the Board of Directors of AACOG to assist and advise elected officials in their decision-making responsibilities on matters related to regional homeland security (hereinafter, "REPAC").

h. Requesting Party – the Party requesting Regional Mutual Aid under this Agreement.

i. Responding Party – the Party providing Regional Mutual Aid assistance under this Agreement.

3. ADMINISTRATIVE AGENCY

The Parties hereby designate the Alamo Area Council of Governments, (hereinafter, "AACOG") to be the Administrative Agency under this Agreement. AACOG shall be responsible for maintaining and distributing current Point of Contact information to all Parties. AACOG is also responsible for maintaining duplicate or certified copies of the original signature pages of the Parties to this Agreement. AACOG is not a signatory to the Agreement, and is not bound by any provision contained herein that is not directly related to the duties of the Administrative Agency.

4. POINT OF CONTACT DESIGNATION

Each Party shall provide the Administrative Agency with written protocol by which its designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Regional Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the Administrative Agency in writing of any change in its Point of Contact protocol as soon as practicable.

5. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for Regional Mutual Aid assistance. The request shall be documented by the Requesting Party and forwarded to each Party from whom assistance is sought.

6. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or

b. After a finding of an Emergency as defined in this Agreement.

7. PROCEDURES FOR REQUESTS

Subject to the conditions in this Section, a Point of Contact may request Regional Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Regional Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation. In making any such request, each notice must adhere to the following minimum requirements:

a. The written request shall state that the request is made pursuant to this Agreement.

b. Regional Mutual Aid shall not be requested by a Party unless it is directly related to an Emergency and resources available from the normal responding agencies to the stricken area within the Region are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.

c. All requests for Regional Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party or in accordance with the terms of the Plan.

d. Each request for assistance shall be accompanied by the following information, to the extent known:

i. A general description of the Emergency and the damage or injury sustained or threatened;

ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;

iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;

iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,

v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

8. THE PROVISION OF REGIONAL MUTUAL AID

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto may furnish Regional Mutual Aid in coping with an emergency.

a. Assessment of Availability of Resources and Ability to Render Assistance.
When contacted by a Requesting Party, a Point of Contact of the Party from whom Regional Mutual Aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Regional Mutual Aid assistance unless

the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.

b. Information Required of the Responding Party.
A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:

i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;

ii. The estimated length of time that the personnel, equipment, and other resources will be available;

iii. The name of the person or persons to be designated as supervisory personnel; and,

iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).

c. Supervision and Control.
When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with the most current version of the applicable NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.

d. The Plan.
Each Party hereto agrees that it will provide Regional Mutual Aid assistance under this Agreement in accordance with the Plan.

e. Food, Housing, and Self-Sufficiency.

The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from twelve (12) hours after the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.

f. Rights and Privileges.

Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.

g. License Portability.

If the assistance of a person who holds a license, certificate, permit, or other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

h. The Duration of Aid.

The provision of Regional Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Regional Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

9. COSTS

All costs associated with the provision of Regional Mutual Aid, when such assistance requires a response exceeding 12 consecutive hours, shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by applicable law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Regional Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.

b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Regional Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.

c. In the event federal funds are available for costs associated with the provision of Regional Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party.

d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty days after receipt of the request for reimbursement; or (2) ninety days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.

e. The Parties recognize that each benefits from the existence of this Agreement and expect that each will provided and receive Regional Mutual Aid over the life of this Agreement. The Responding Party may assume in whole or in part any cost associated with the provision of Regional Mutual Aid or may loan or donate equipment or services to the Requesting Party without charge or cost.

f. The provision of Regional Mutual Aid will be considered a non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

10. INSURANCE

a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.

b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.

c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.

d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

11. WAIVER OF CLAIMS AGAINST PARTIES

Each Party hereto waives claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

12. EXPENDING FUNDS

a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

13. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

14. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 25 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining

Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

15. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

16. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Regional Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Regional Mutual Aid under this Agreement.

17. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Regional Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into Regional Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for Regional Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be subordinate to any such individual agreement.

18. OTHER REGIONAL MUTUAL AID AGREEMENTS

To assist each other in the process of Regional Mutual Aid response planning, each Party shall inform the Administrative Agency of all Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts that each Party has with other municipalities, entities, counties, and state or federal agencies and furnish copies of said Regional Mutual Aid Agreements, memorandums of agreement or understanding, or contracts to the Administrative Agency, preferably in electronic format, if and when feasible and/or permissible.

19. RATIFICATION

Each Party hereby ratifies the rendering and/or receiving of Regional Mutual Aid taken prior to the date of this Agreement.

20. INTERLOCAL COOPERATION ACT

The Parties agree that Regional Mutual Aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as those terms are defined in the Interlocal Cooperation Act Chapter 791, Texas Government Code..

21. CONFIDENTIALITY

The Parties recognize that the provision of Regional Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

22. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

23. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

24. AMENDMENT

The Parties agree that this Agreement may be reviewed by the REPAC as required by applicable law. The Parties further agree that the Agreement may be amended by the REPAC. At least sixty calendar days (60 days) before any REPAC meeting at which an amendment or amendments to this Agreement will be considered and voted upon, the Administrative Agency shall send out notice to each Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s), and a list of current REPAC members and officers and the jurisdictions they represent. Each Party may direct any comments or concerns about said amendment(s) to their respective REPAC representative(s) prior to said meeting. Upon approval of said amendment(s) by the REPAC, the amendment(s) become(s) part of the Agreement and the Administrative Agency shall forward an amended copy of the Agreement to the Point(s) of Contact of the Parties to the Agreement.

25. TERMINATION

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice of termination of participation in this Agreement and submit a certified copy of such order, ordinance, or resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. Upon receipt of said notice to terminate participation in the Agreement, the Administrative Agency shall notify the remaining Parties to the Agreement in writing within ten days.

26. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

27. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

28. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

29. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

30. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

31. PARTY ELIGIBILITY

Any local government as that term is defined in Chapter 418 of the Texas Government Code may be a Party to this Agreement, provided that no Party is an agency, department or entity of the same town, county or State government.

32. FORMS

The Administrative Agency may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

33. HEADINGS The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

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REGIONAL MUTUAL AID AUTHORIZING RESOLUTION

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

__________________________ , _______________________County, Texas:

NAME:________________________________ Date _______________

Signature: _____________________________

[Judge or Mayor] of ________________ [County/City]

Attest: ________________________________

Received by:

NAME: Diane Rath
Executive Director
Alamo Area Council of Governments

Date _______________

Signature: _____________________________

Please Complete Contact Information

Primary:

Contact Name: _____________________________________

Office Number: ___________________ **24 Hour Contact No.** ____________________

E-mail address: ___________________

Alternate:

Contact Name: _____________________________________

Office Number: ___________________ **24 Hour Contact No.** ____________________

E-mail address: ___________________

Agenda Item:

4A. Ordinance No. 2017-12 amending Chapter 74 "Parks and Recreation," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Parks and Recreation Advisory Board" to increase the number of members from eight to nine and to clarify the responsibilities and expectations of the board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject. (staff)

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

SUBJECT: Second and final reading of Ordinance No. 2017-12 amending Chapter 74 "Parks and Recreation," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Parks and Recreation Advisory Board" to increase the number of members from eight to nine and to clarify the responsibilities and expectations of the board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject

FOR AGENDA OF: May 9, 2017 **DATE SUBMITTED:** April 28, 2017

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

CLEARANCES: E.A. Hoppe
EAH Deputy City Manager

EXHIBITS: Ordinance No. 2017-12

APPROVED FOR SUBMITTAL BY CITY MANAGER: MM

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

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

SUMMARY STATEMENT

Pursuant to City Council direction on February 21st, attached is an amended ordinance for the Parks and Recreation Advisory Board. Also included in these amendments are additional staff recommendations. The amendments are outlined below.

- Change the meetings from monthly to quarterly;
- Increase the number of board members from eight to nine;
- Remove the councilmember ex officio;
- Revise the duties and powers to reflect the needs of the department; and
- Addition of an expectations section outlining specific expectations of the board.

The first reading was held and approved on April 25, 2017. This is the second and final reading. There have been no changes since the first reading.

RECOMMENDED ACTION

Staff recommends a motion to approve Ordinance No. 2017-12 amending the Parks and Recreation Advisory Board on second and final reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2017-12

AN ORDINANCE AMENDING CHAPTER 74 "PARKS AND RECREATION," OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING ARTICLE II "PARKS AND RECREATION ADVISORY BOARD" TO INCREASE THE NUMBER OF MEMBERS FROM EIGHT TO NINE AND TO CLARIFY THE RESPONSIBILITIES AND EXPECTATIONS OF THE BOARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas ("City"), owns and operates a number of public parks, recreational areas, and athletic facilities (collectively referred to herein as "Parks") within the City; and

WHEREAS, the City Council previously established a Parks and Recreation Advisory Board ("Board") for the purpose of advising and making recommendations to the City Council on matters pertaining to the Parks; and

WHEREAS, City Council recently reviewed the make-up and functions of the Board and now agrees to increase the number of Board members from eight to nine, clarify its duties, and to provide other changes; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 74, Article II of the Code of Ordinances of the City of Kerrville to revise the Board as provided above;

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

SECTION ONE. Chapter 74 "Parks and Recreation," Article II "Parks and Recreation Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-32, by deleting the language that is bracketed and stricken ([~~deleted~~]) and adding the language that is underlined (<u>added</u>) as follows:

"**Sec. 74-32. - Creation; composition <u>and interests</u>.**

There is hereby created and established a Parks and Recreation Advisory Board, to be composed of <u>nine</u> [~~eight~~] members, a majority of whom shall be residents of the City, and all of whom shall be residents of the county; and such board shall be officially designated as the Parks and Recreation Advisory Board. <u>Membership on the Board should include persons interested in public parks and public recreation and persons who are knowledgeable in recreation matters, to include the City's golf, tennis, and sports facilities.</u>"

SECTION TWO. Chapter 74 "Parks and Recreation," Article II "Parks and Recreation Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-35, by deleting the language that is bracketed and stricken ([~~deleted~~]) and adding the language that is underlined (added) as follows:

"**Sec. 74-35. - Ex-officio members.**

[~~A member of the city council, the~~] The City Manager [~~(~~]or [~~his~~] designee)[~~,~~] and the Director of Parks and Recreation shall be ex officio members of the [~~parks and recreation advisory~~] Board, without voting privileges, and shall act in an advisory capacity to the Board."

SECTION THREE. Chapter 74 "Parks and Recreation," Article II "Parks and Recreation Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by amending Section 74-37, by deleting the language that is bracketed and stricken ([~~deleted~~]) and adding the language that is underlined (added) as follows:

"**Sec. 74-37. - Duties and powers.**

The [~~parks and recreation advisory~~] Board shall constitute an advisory board to the City Council [~~and shall periodically assist city staff in procedural matters~~]. [~~The board shall have authority to hold hearings in the city and to consider and make recommendations to the city council in writing, from time to time, on any and all matters pertaining to the city's parks and recreation system.~~] The Board shall advise the City Council regarding the development, improvement, equipment, programming, and maintenance of all land and facilities managed by the Parks and Recreation Department. In addition, the Board shall promote close cooperation between the City and its citizens, institutions, and agencies interested in or conducting recreational activities, so that recreational resources within the City may be coordinated to secure the greatest public welfare.

SECTION FOUR. Chapter 74 "Parks and Recreation," Article II "Parks and Recreation Advisory Board" of the Code of Ordinances of the City of Kerrville, Texas, is amended by adding a new Section 74-39 as indicated by the language that is underlined (added) as follows:

"**Sec. 74-39. - Expectations of Board.**

Board members are expected to comply with the following expectations:

(1) Attend meetings on a regular basis and be an active user, participant, or attendee of the City's parks, recreational areas, and/or facilities.

(2) Advocate for the Parks and Recreation Department.

(3) Assist with the marketing of activities of the Parks and Recreation Department, including special events, programs, and the usage of the City's parks, recreational areas, and facilities.

(4) Assist in planning, marketing, and/or volunteering with the various activities, special events, and programs.

(5) Assist the Parks and Recreation Department with the recruitment of volunteers."

SECTION FIVE. The City Secretary is authorized and directed to submit this amendment to the publisher of the City's Code of Ordinances and the publisher is authorized to amend said Code to reflect the amendment adopted herein and to correct typographical errors and to index, format, and number and letter paragraphs to the existing Code as appropriate.

SECTION SIX. The provisions of this Ordinance are to be cumulative of all other 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 SEVEN. 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 one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

PASSED AND APPROVED ON FIRST READING, this the 25th day of April, 2017.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the __ day of ______________, 2017.

____
Bonnie White, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

T:\Legal\PARKS & RECREATION\ORD\Amend Ch 74, ArtIII Parks & Rec Adv Bd_reduce members & remove ex officios_041817.docx

Agenda Item:

5A. Resolution No. 14-2017 authorizing the conveyance of city owned real estate to the Palacios Del Guadalupe Owners Association, Inc., a Texas nonprofit corporation, in accordance with state law and city policy; said property generally located at 521 Guadalupe Street and comprising an approximate 0.526 of one acre tract of land, being a portion of Lot 1, Block One of the Palacios Del Guadalupe Subdivision. (staff)

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

SUBJECT: A RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY OWNED REAL ESTATE TO THE PALACIOS DEL GUADALUPE OWNERS ASSOCIATION, INC., A TEXAS NONPROFIT CORPORATION, IN ACCORDANCE WITH STATE LAW AND CITY POLICY; SAID PROPERTY GENERALLY LOCATED AT 521 GUADALUPE STREET AND COMPRISING APPROXIMATELY A 0.526 OF ONE ACRE TRACT OF LAND, BEING A PORTION OF LOT 1, BLOCK ONE OF THE PALACIOS DEL GUADALUPE SUBDIVISION

FOR AGENDA OF: May 9, 2017 **DATE SUBMITTED:** April 27, 2017

SUBMITTED BY: E.A. Hoppe
EAH Deputy City Manager

CLEARANCES: Mark McDaniel
City Manager

EXHIBITS: Survey

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: MM

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

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

SUMMARY STATEMENT

In mid-2016 the City of Kerrville acquired 6.52 acres of property along the Guadalupe River, behind the Palacios del Guadalupe condominiums, with the intent of adding this section to the planned portion of the western river trail. The property included a retaining wall, stairs, fence, and lawn/common area that had no real public purpose, and instead primarily serves residents of the condominiums.

The City was recently approached by the Property Owners Association (POA) of the Palacios del Guadalupe Condominium development. While the POA does not specifically own any land adjacent to the City's tract of land, it does serve an official designee for deed purposes representing the collective interests of the owners of the condominiums. The condominium owners each have an undivided interest in the "common" areas of land that surround the existing condominium structure at 521 Guadalupe Street. The Grantee of the proposed land transfer in this case is the POA, which has inquired about the City conveying the 0.526 acres of the 6.52 acre City-owned tract that adjoins the Condominiums property and represents the area north of the existing sidewalk/trail. This area includes the retaining wall, stairs, fence, and a portion of the common area north of the fence. City staff has been made aware that the POA took a vote regarding this matter and got the requisite degree of approval per their condominium bylaws and State law. The revised survey is attached.

Under state law, and consistent with the City's policy regarding the disposal of City-owned property, the City may convey this property to the adjacent property owner without any type of notice or bidding. City staff believes that this narrow strip of land, which is predominantly located within a fenced area and only benefits the owners of the condominiums, serves no public purpose and, if kept, would actually create a higher level of maintenance than the remainder of the property. Conveying the property will have no impact on the City's use of the remainder of the property or the planned connection to the western portion of the river trail. The value to the City of conveying the property is with respect to not having to develop this property to account for public use, as well as reduced maintenance costs and potential liabilities in the future. Following conveyance the City will plat the property in accordance with its Subdivision Regulations.

RECOMMENDED ACTION

Staff recommends a motion to approve the Resolution as presented, conveying said 0.526 acres of land to the Grantee.

NORTH

SCALE: 1" = 100'

LEGEND

POB POINT OF BEGINNING

1/2" REBAR FOUND WITH "MDS" CAP

1/2" REBAR SET WITH "MDS" CAP

CALCULATED POINT

1" IRON PIPE FOUND

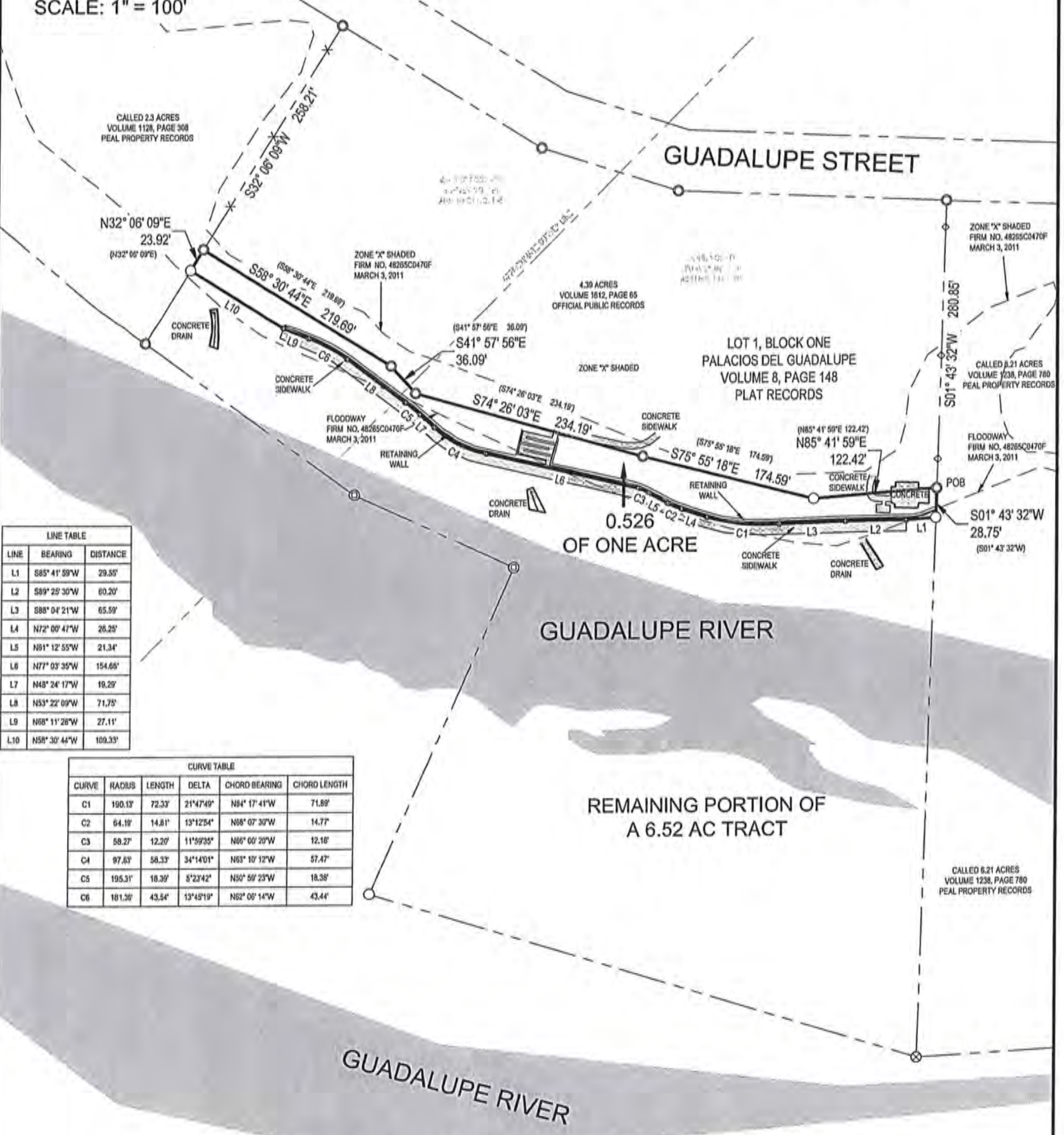
—X— WIRE FENCE

—◇— METAL FENCE

() RECORD INFORMATION

NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (96).
2. FIELD SURVEY COMPLETED 03-10-2017.
3. ONLY APPARENT UTILITIES WERE LOCATED AND NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY A SURVEYOR. SOME INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO THE TRACT SHOWN HEREON WAS GAINED FROM THE TITLE COMMITMENT PREPARED BY KERR COUNTY ABSTRACT COMPANY, G.F. NO. 36169.
5. A FIELD NOTE DESCRIPTION WITH SAME DATE ACCOMPANIES THIS SURVEY.
6. THE TRACT SHOWN HEREON APPEARS TO HAVE NO ACCESS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S85° 41' 59"W	29.55'
L2	S89° 25' 30"W	60.20'
L3	S88° 04' 21"W	65.59'
L4	N72° 00' 47"W	26.25'
L5	N81° 12' 55"W	21.34'
L6	N77° 03' 35"W	154.66'
L7	N48° 24' 17"W	19.29'
L8	N53° 22' 09"W	71.75'
L9	N68° 11' 28"W	27.11'
L10	N58° 30' 44"W	109.33'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	190.13'	72.33'	21°47'49"	N84° 17' 41"W	71.89'
C2	64.19'	14.81'	13°12'54"	N68° 07' 30"W	14.77'
C3	58.27'	12.20'	11°59'35"	N86° 00' 20"W	12.18'
C4	97.63'	58.33'	34°14'01"	N63° 10' 12"W	57.47'
C5	195.31'	18.39'	5°23'42"	N50° 59' 23"W	18.38'
C6	181.36'	43.54'	13°45'19"	N62° 06' 14"W	43.44'

PLAT SHOWING: A 0.526 OF ONE ACRE TRACT OF LAND OUT OF THE WALTER FOSGATE SURVEY NO. 120, ABSTRACT 138, AND THE JOHN YOUNG SURVEY NO. 119, ABSTRACT NO. 376, KERR COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK ONE, PALACIOS DEL GUADALUPE SUBDIVISION, RECORDED IN VOLUME 8, PAGE 148, PLAT RECORDS OF KERR COUNTY, TEXAS, AND BEING A PORTION OF A 6.52 ACRE TRACT RECORDED IN DOCUMENT NO. 16-06231, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS..

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
TBPLS FIRM NO. 10019600

STATE OF TEXAS)
COUNTY OF KENDALL)

I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL LAND SURVEYING, ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION. THIS 21st DAY OF MARCH, 2016.

STATE OF TEXAS REGISTERED PROFESSIONAL JEFF BOERNER 4939 LAND SURVEYOR

JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR
4939

TEXAS REGISTRATION NO.
DATE: 03-21-2016

JOB #: 16-039-00

MDS

LAND SURVEYING COMPANY, INC.
BOUNDARY ♦ TOPOGRAPHIC ♦ CONSTRUCTION
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: 830-816-1818
EMAIL: MDSINC@GVTC.COM
FIRM NO. 10019600

FIELD NOTES FOR A 0.526 OF ONE ACRE TRACT OF LAND

BEING A 0.526 OF ONE ACRE TRACT OF LAND OUT OF THE WALTER FOSGATE SURVEY NO. 120, ABSTRACT 138, AND THE JOHN YOUNG SURVEY NO. 119, ABSTRACT NO. 376, KERR COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK ONE, PALACIOS DEL GUADALUPE SUBDIVISION, RECORDED IN VOLUME 8, PAGE 148, PLAT RECORDS OF KERR COUNTY, TEXAS, SAID 0.526 OF ONE ACRE TRACT BEING A PORTION OF A 6.52 ACRE TRACT RECORDED IN DOCUMENT NO. 16-06231, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, SAID 0.526 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with "MDS" cap found at the southeast corner of a called 4.39 acre tract recorded in Volume 1612, Page 65, Official Public Records of Kerr County, Texas, the northeast corner of the 6.52 acre tract, the northeast corner of the herein described tract, said point being in the west boundary line of a called 6.21 acre tract recorded in Volume 1238, Page 780, Real Property Records of Kerr County, Texas, said point bears **S 01° 43' 32" W, a distance of 280.85'** (S 01° 43' 32" W, Record) from a ½" rebar found in the south right-of-way line of Guadalupe Street at the northeast corner of the 4.39 acre tract, the northeast corner of Lot 1, Block One, the northwest corner of the called 6.21 acre tract;

(1) **Thence, S 01° 43' 32" W,** (S 01° 43' 32" W, Record) with the east boundary line of said Lot 1, Block One, the west boundary line of the called 6.21 acre tract, **a distance of 28.75'** to a ½" iron rod with "MDS" cap set for corner;

(2) **Thence,** departing the west boundary line of the called 6.21 acre tract, the east boundary line of the 6.52 acre tract, with the south boundary line of the herein described tract, the following courses and distances:

a. **S 85° 41' 59" W, 29.55'** to a calculated point for angle;

b. **S 89° 25' 30" W, 60.20'** to a calculated point for angle;

c. **S 88° 03' 12" W, 65.59'** to a calculated point for the beginning of a curve to the right;

d. with the arc of said curve to the right, with a **radius of 190.13', a central angle of 21° 47' 49", an arc length of 72.33', and a chord which bears N 84° 17' 41" W, 71.89'** to a calculated point for angle;

e. **N 72° 00' 47" W, 26.25'** to a calculated point for the beginning of a curve to the right;

f. with the arc of said curve to the right, with **a radius of 64.19', a central angle of 13° 12' 54", an arc length of 14.81', and a chord which bears N 68° 07' 30" W, 14.77'** to a calculated point for angle;

g. **N 61° 12' 55" W, 21.34'** to a calculated point for the beginning of a curve to the left;

h. with the arc of said curve to the left, with **a radius of 58.27', a central angle of 11° 59' 35", an arc length of 12.20', and a chord which bears N 66° 00' 20" W, 12.18'** to a calculated point for angle;

i. **N 77° 03' 35" W, 154.66'** to a calculated point for the beginning of a curve to the right;

j. with the arc of said curve to the right, with **a radius of 97.63', a central angle of 34° 14' 01", an arc length of 58.33', and a chord which bears N 63° 10' 12" W, 57.47'** to a calculated point for angle;

k. **N 48° 24' 17" W, 19.29'** to a calculated point for the beginning of a curve to the left;

l. with the arc of said curve to the left, with **a radius of 195.31', a central angle of 05° 23' 42", an arc length of 18.39', and a chord which bears N 50° 59' 23" W, 18.38'** to a calculated point for angle;

m. **N 53° 22' 09" W, 71.75'** to a calculated point for the beginning of a curve to the left;

n. with the arc of said curve to the left, with **a radius of 181.36', a central angle of 13° 45' 19", an arc length of 43.54', and a chord which bears N 62° 06' 14" W, 43.44'** to a calculated point for angle;

o. **N 68° 11' 28" W, 27.11'** to a calculated point for angle;

p. **N 58° 30' 44" W, 109.33'** to a ½" iron rod with "MDS" cap set for corner in the northwest boundary line of the 6.52 acre tract, the southeast boundary line of a called 2.3 acre tract recorded in Volume 1128, Page 308, Real Property Records of Kerr County, Texas;

(3) **Thence, N 32° 06' 09" E,** (N 32° 05' 21" E, Record) with the southeast boundary line of the called 2.3 acre tract, the northwest boundary line of the 6.52 acre tract, the northwest boundary line of said Lot 1, Block One, the northwest boundary line of the herein described tract, a **distance of 23.92'** to a ½" rebar found for northwest corner, said point being the northwest corner of the 6.52 acre tract, the southwest corner of the

called 4.39 acre tract, said point also being S 32° 06' 09" W, 258.21' from a ½" rebar found in the south right-of-way line of Guadalupe Street at the northwest corner of the called 4.39 acre tract, the northwest corner of Lot 1, Block One, the northeast corner of the called 2.3 acre tract;

(4) **Thence,** departing the southeast boundary line of the called 2.3 acre tract, with the south boundary line of the called 4.39 acre tract, the north boundary line of the 6.52 acre tract, the north boundary line of the herein described tract, the following courses and distances:

a. **S 58° 30' 44" E, 219.69'** (S 58° 30' 44" E, 219.69' Record) to a ½" rebar found for angle;

b. **S 41° 57' 56" E, 36.09'** (S 41° 57' 56" E, 36.09' Record) to a ½" rebar found for angle;

c. **S 74° 26' 03" E, 234.19'** (S 74° 26' 03" E, 234.19' Record) to a ½" rebar found for angle;

d. **S 75° 55' 18" E, 174.59'** (S 75° 55' 18" E, 174.59' Record) to a ½" rebar found for angle;

e. **N 85° 41' 59" E, 122.42'** (S 85° 41' 59" E, 122.42' Record) to the **PLACE OF BEGINNING** and containing 0.526 of one acre of land.

Note: This description is based on an on the ground survey performed in March of 2017. The basis of bearings was derived from the City of Kerrville Coordinate System. A survey plat with same date accompanies this description.

Jeff Boerner RPLS # 4939
Date: 03-10-2017
Job # 17-Placido

STATE OF TEXAS
REGISTERED
JEFF BOERNER
4939
PROFESSIONAL
LAND SURVEYOR

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 14-2017

A RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY OWNED REAL ESTATE TO THE PALACIOS DEL GUADALUPE OWNERS ASSOCIATION, INC., A TEXAS NONPROFIT CORPORATION, IN ACCORDANCE WITH STATE LAW AND CITY POLICY; SAID PROPERTY GENERALLY LOCATED AT 521 GUADALUPE STREET AND COMPRISING AN APPROXIMATE 0.526 OF ONE ACRE TRACT OF LAND, BEING A PORTION OF LOT 1, BLOCK ONE OF THE PALACIOS DEL GUADALUPE SUBDIVISION

WHEREAS, the City previously purchased a 6.52 acre tract of land ("6.52 acres") generally located between the Guadalupe River and the 500 block of Guadalupe Street for the purpose of acquiring a previously constructed river trail, which the City could eventually add to its western expansion of its river trail; and

WHEREAS, at the time of negotiating for the purchase of the 6.52 acres, the City informed the seller that it did not need this entire tract for its purposes, but carried through with the purchase based upon exigent circumstances existing at the time and with the understanding that after acquiring the 6.52 acres, it would divide the property and convey a portion that was not needed; and

WHEREAS, a portion of the 6.52 acres includes a retaining wall, stairs, ramp, fence, and a fenced area that is used by the owners of the Palacios Del Guadalupe condominiums, which are located at 521 Guadalupe Street; and

WHEREAS, the condominium owners, through the Palacios Del Guadalupe Owners Association, Inc. ("Association"), have requested that the City convey this portion of the 6.52 acres to it; and

WHEREAS, City staff continues to believe that this narrow strip of land, which is primarily located within a fenced area, and only benefits the condominium owners, serves no public purpose, would create a higher maintenance level then the remaining part of the 6.52 acres, and is of little to no value to the City; and

WHEREAS, conveying the property to the Association will have no impact on the City's remaining portion of the 6.52 acres or its proposed connection to the river trail; and

WHEREAS, Texas Local Government Code Section 272.001(a) generally requires a municipality selling or conveying land to sell or convey such land through a public bid or auction process and then at fair market value, which must be determined by either an appraisal or the price obtained at the auction, unless an exception applies; and

WHEREAS, one exception under Texas Local Government Code Section 272.001(b)(1) to the public sale process, which City staff believes applies in this case, is for narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under current zoning, subdivision rules, or other development control ordinances; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that pursuant to the state law exception specified above, and other factors including the City's interest in divesting itself of unneeded property that it can return to the tax rolls, no longer maintain, and reduce any liability, it is in the public interest to convey the portion of the 6.52 acres as referred to above to the Association;

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

SECTION ONE. The City Manager and City Secretary are hereby authorized to execute on behalf of the City of Kerrville, Texas, a deed without warranty approved as to form by the City Attorney, conveying to Palacios Del Guadalupe Owners Assoc., Inc., a portion of the City owned real estate generally located at 521 Guadalupe Street, and comprising an approximate 0.526 of one acre tract of land, being a portion of Lot One, Block One of the Palacios Del Guadalupe Subdivision.

SECTION TWO. The Palacios Del Guadalupe Owners Assoc., Inc. is responsible for all closing costs, including taxes owed, if any.

SECTION THREE. Following the conveyance, the City Manager is directed to take the necessary steps to comply with the City's Subdivision Code, as it applies to this subdivision.

PASSED AND APPROVED ON this the _____ of ____________, A.D., 2017.

____
Bonnie White, Mayor

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

T:\LEGAL\CITY PROPERTY\RESO\CONVEYANCE OF TRACT_PALACIOS DEL GUADALUPE_030217.DOCX

BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS

SUBJECT: Appointments to the Parks and Recreation Advisory Board

FOR AGENDA OF: May 9, 2017 **DATE SUBMITTED**: May 5, 2017

SUBMITTED BY: Brenda Craig
City Secretary BC

CLEARANCES: Mark McDaniel
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: MM

SUMMARY STATEMENT

Consider appointments to the following board:

Parks and Recreation Advisory Board: Five terms that expired March 31, 2017.

RECOMMENDED ACTION

Consider appointments.

PARKS AND RECREATION ADVISORY BOARD

	Telephone	Orig. Appt.	Re-Appt. Date	Exp. Date
GARDNER, JAMES 123 Forest Circle	285-2129 (H)	09-23-14	05-12-15	03-31-17
KAYNE, JACKLYN 3564 Fredericksburg Rd	895-7524 (W) 895-7962 (H)	03-11-14	03-22-16	03-31-18
McMAHON, DIANE 2311 Birkdale Lane	896-3195 (H) 370-6590 (C)	05-12-15		03-31-17
MITCHELL, BEDFORD 313 Lakewood Drive	896-4321 (H) 377-1114 (C)	05-12-15		03-31-17
MUNSON, JAY 808 Lloyd Drive	257-2212 (W) 792-4394 (H) 370-8344 (C)	03-11-14	03-22-16	03-31-18
MUSE, BILL 2956 Oak Park Dr.	928-7028 (C) 792-7355 (W)	4-09-13	05-12-15	03-31-17
GREG SHRADER 321 Englewood Dr. E.	739-9219 (C)	03-22-16		03-31-18
WALLACE, ED 131 Royal Oaks	257-5272 (H) 377-0455 (C)	11-30-11	05-12-15	03-31-17

CITY STAFF:

Ashlea Boyle 258-1153 (O)
Director of Parks & Recreation

Qualifications: A majority shall be residents of the city of Kerrville, and all shall be residents of Kerr County.

Powers and Duties: Shall constitute an advisory board to the city council and shall periodically assist city staff in procedural matters. The board shall have authority to hold hearings in the city and to consider and make recommendations to the city council in writing on any and all matters pertaining to the city's parks and recreation system.

Term of Office: Two years with a maximum of two terms. No member shall serve more than two terms without having at least one full year off between terms.

Quorum:	Five
Members:	Eight
Meeting Time & Place:	Quarterly, on the Third Thursday of the month, at 8:15 a.m., City Council Chambers
Absences:	Any member having three consecutive unexcused absences shall have his membership reviewed by the board. By majority vote, the board may recommend to the council that such member be removed from office. The council may then act upon such recommendation and either remove or retain such member.
Established by:	Ordinance No. 1984-37, amended by Ordinance No. 1987-24; amended by Ordinance 2017-12.
Code of Ordinances:	Chapter 74 - Article II – Sections 74-31 through 74-38
Revised:	April 26, 2016