AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY JULY 26, 2011, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, JULY 26, 2011, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
800 JUNCTION HIGHWAY, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION offered by Reverend Tom Murray, St. Peter's Episcopal Church.

PLEDGE OF ALLEGIANCE TO THE FLAG led by Dan Simpson, Chaplain, AMVETS Jacob Leicht Memorial Post 1000.

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

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

2A. Approval of the minutes of the regular city council meetings held June 28, and July 12, 2011, and the special meetings held July 7, and July 14, 2011. (staff)

END OF CONSENT AGENDA

3. PUBLIC HEARING AND ORDINANCE, FIRST READING:
3A. An ordinance creating a specific use district for the temporary housing and fostering of domestic cats on an approximate 0.83 acre tract of land out of the Walter Fosgate Survey No. 120, Abstract 138, within the City of Kerrville, Kerr County, Texas, and otherwise known as 712 Harper Road (RR 783), and located within an R1 (residential) zoning district; adopting conditions related to the development and use within said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed $2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject. (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: July 22, 2011 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Teri Kinsey
Deputy City Secretary, City of Kerrville, Texas

4. ORDINANCES, FIRST READING:

4A. An ordinance authorizing and allowing, under the Texas State Law governing the Texas Municipal Retirement System, "updated service credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Kerrville; and establishing an effective date for the ordinance. (staff)

4B. An ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Library Advisory Board", concerning the creation, powers, and authority of the library advisory board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject. (staff)

APPROXIMATELY

6:45 P.M.

5. CITY COUNCIL RECESS:

THE CITY COUNCIL WILL RECESS THE REGULAR MEETING TO CONVENE A MEETING OF THE CITY OF KERRVILLE EMPLOYEE BENEFITS TRUST (see separate posted agenda).

THE KERRVILLE CITY COUNCIL WILL RECONVENE INTO REGULAR SESSION FOLLOWING THE MEETING OF THE CITY OF KERRVILLE EMPLOYEE BENEFITS TRUST.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. A resolution authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee related benefits. (Staff)

6B. A resolution adopting a naming policy for city owned properties and facilities. (staff)

6C. Direction regarding the use of grey water reuse systems. (staff)

6D. Interlocal agreements between the City of Kerrville and Kerr County regarding fire, emergency medical services, library, airport, and animal control operations. (staff)

6E. Update regarding Lower Colorado River Authority Transmission Services Corporation (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project PUC Docket No. 38354; City of Kerrville, Kerrville Public Utility Board, and City of Junction v. PUC, Cause No. D-1-GV-000324, in the 98th District Court of Travis County. (staff)

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: July 22, 2011 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Teri Kinsey

Deputy City Secretary, City of Kerrville, Texas

6F. Presentation of the FY12 proposed budget. (staff)

7. INFORMATION AND DISCUSSION:

7A. Budget and economic update. (staff)

8. ITEMS FOR FUTURE AGENDA

9. 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.

10. EXECUTIVE SESSION:

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

Section 551.071:

- LCRA Transmission Services Corporation proposed McCamey D to Kendall to Gillespie 345-kV CREZ Transmission Line in Schleicher, Sutton, Menard, Kimble, Mason, Gillespie, Kerr, and Kendall Counties, Texas. Public Utility Commission of Texas (PUC) Docket No. 38354; City of Kerrville, Kerrville Public Utility Board, and City of Junction v. PUC, Cause No. D-1-GV-000324, in the 98th District Court of Travis County.

11. ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION

12. 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: July 22, 2011 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Teri Kinsey
Deputy City Secretary, City of Kerrville, Texas

Agenda Item:
(Staff)

2A. Approval of the minutes of the regular city council meetings held June 28, and July 12, 2011, and the special meetings held July 7, and July 14, 2011.

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
JUNE 28, 2011

On June 28, 2011, the Kerrville City Council meeting was called to order by Mayor Wampler at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Reverend Patty Edwards of the Unity Church of the Hill Country, followed by the Pledge of Allegiance led by Kevin West and Jayden, with Big Brothers Big Sisters.

MEMBERS PRESENT:

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

MEMBER ABSENT: None

EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Travis Cochrane	Director of Information Technology
Mike Erwin	Director of Finance
Kevin Coleman	Director of Development Services
Charlie Hastings	Director of Public Works
Tara LaMontia	Assistant to the City Manager
Kim Meismer	Director of General Operations
Mindy Wendele	Director of Business Programs
Robert Ojeda	Fire Chief
Malcolm Matthews	Director of Parks and Recreation
John Young	Police Chief
Amy Ives	Code Compliance Manager

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

1. VISITORS/CITIZENS FORUM: The following person spoke:

1A. Scott Porter stated that the city had only two city inspectors, and the city could save $100,000 annually by hiring a third party to provide plan review and inspections. He provided a draft ordinance and requested consideration on the next council agenda. Council gave no instruction to staff.

2. PRESENTATIONS:

2A. Proclamation to honor Clarabelle Snodgrass for receiving the Governor's Award for Historic Preservation for 2010, presented by Mayor Wampler.

2B. Kerrville Police Department's Police Commendation Award to Officer Josh Jureczki for received the Police Officer of the Year Award.

2C. Kerrville Police Department's Certificate of Merit Award to Officer David Torres.
2D. Kerrville Police Department's Certificate of Merit Award to Investigator John Latham.
2E. Kerrville Fire Department's 2011 EMS Person of the Year Award to Paramedic Alexis Hutcherson.
2F. Kerrville Fire Department's 2011 Firefighter of the Year Award to Firefighter/ Paramedic Jerremy Hughes.

3. <u>CONSENT AGENDA</u>:
Mr. Allen moved for approval of items 3A through 3C; Ms. Keeble seconded the motion and it passed 5-0:
3A. Approval of the minutes of the regular meeting held June 14, and special meeting held June 16, 2011.
3B. Authorize amendment to the funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the Hill Country Home Opportunity Council in the amount of $100,000.
3C. Nominations to the Kerrville Area Chamber of Commerce Board of Directors.
<u>END OF CONSENT AGENDA</u>

4. <u>ORDINANCE, SECOND AND FINAL READING</u>:
4A. <u>Ordinance No. 2011-13 amending the budget for fiscal year 2011 to account for changes in the operating budget and the status of various capital improvement projects; and to amend other city funds to account for balances for approved purposes</u>. Mayor Wampler read the ordinance by title only.

Mr. Erwin noted no change since first reading, and no additional information had been received from TxDOT.

Mr. Gross moved for approval of Ordinance No. 2011-13 on second and final reading; Mr. Allen seconded the motion and it passed 5-0.

5. <u>ORDINANCE, FIRST READING</u>:
5A. <u>An ordinance amending Chapter 58, Article II "food establishments" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Section 58-33 "mobile food establishments", to establish regulations applicable to mobile food vending and to require a permit for such activities; containing a cumulative clause; containing a savings and severability clause; ordering publication; providing for an effective date; and providing other matters relating to the subject</u>. Mayor Wampler read the ordinance by title only.

Mr. Coleman noted the draft ordinance had been reviewed by the main street advisory board and was recommended by the food service advisory board (FSAB).

Ms. Ives reviewed the proposed changes as recommended by the FSAB:
- Prohibited from selling non-food items

- Restricted from operating in city parks, but may apply for permission
- Prohibited from parking and operating on an unimproved lot or parking overnight
- Restroom (flushable) facilities within 150 feet; no non-flushable portable facilities
- Use of tables and chairs, vendor must comply with parking requirements and restroom facilities for customers
- Route-based vendors limited to 30 minutes in one location
- May not operate within 300 feet of any public or private school one hour before, during or after school hours without written permission
- Comply with separation and distance requirements by city building and fire codes
- Special permit required to operate within central business district.

Ms. Ives noted the FSAB discussed requiring background checks; however, since it was not a food safety issue, the FSAB deferred that requirement to the city council. She also noted that background checks were required for ice cream peddlers. The draft ordinance contained a section that listed certain conditions whereby an applicant may be denied a permit.

The following person spoke:
1. Polly Rickert stated her concerns: 1) the ordinance gave the chief of police broad authority to do background checks and should be more specific; 2) two sentences in the ordinance seemed to be in conflict and were confusing with regard to what constituted denial of issuance of a permit; 3) targeted one group of vendors to comply with background checks and not all, resulting in unfair requirements and opportunities between competitors.

Mr. Hayes noted background checks would also be recommended for door-to-door peddlers and salespersons. The criminal data base could only be used for law enforcement purposes. He stated there was not a conflict in the ordinance; the background checks allowed the police chief to look for active warrants, convictions, and felonies. Denial of a permit can be based on a conviction for certain felonies as listed in the ordinance.

Council also discussed the following:
- Ordinance should not hurt market days events. Ms. Ives noted market days fell under special events or temporary vendor and this ordinance would not affect it.
- Would the ordinance affect vendors from other cities? Ms. Ives stated their commissary would have to be permitted and regulated by the city of Kerrville.
- If ordinance was later found to be too restrictive, the council could amend it.
- Need to ensure public safety.
- Should be consistent in requiring background checks; not a requirement for other city permits and licenses.

Mr. Gross moved for approval of the ordinance on first reading as presented with the exception of the requirement for background checks and with a six month review; Mr. Conklin seconded the motion and it passed 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Review current concept plan for 413 Main Street, Crenwelge Motor Sales expansion, including acceptance of the third party appraisal of the right of way (Rodriguez Street) to be abandoned with the project and direction to staff to initiate the abandonment process.

Mr. Coleman noted on January 11, 2011, the council granted preliminary approval of the abandonment, but requested additional information and staff review of the appraisal. Tim Crenwelge provided staff a two-phased conceptual plan; the first phase did not require the abandonment of Rodriguez Street or right of ways within the perimeter of the Crenwelge property; abandonment will be a requirement in Phase 2. Staff believed the third party appraisal as provided by Crenwelge was a fair assessment of the land and requested clarification from council on the appraisal.

Council also noted the traffic on Rodriguez Street was negligible and most was attributed to Crenwelge Motor's use.

Tim Crenwelge proposed to do the project in phases, noting a July deadline to submit construction documents to General Motors.

Mr. Allen moved to accept the appraisal as presented; the motion was seconded by Mr. Conklin and passed 5-0.

6B. Authorize the execution of a construction contract with JM Lowe & Company for the renovation/expansion of the Butt-Holdsworth Memorial Library in the amount of $1,478,000.00 and authorize the execution of additional change orders in an amount not to exceed $200,000.00.

Mr. Conklin filed a conflict of interest form and left the meeting at 7:02 p.m.

Ms. Ondrias noted city staff and the city's architect, Peter Lewis, had developed the plans and specifications for the project and bids were received on June 16. HEB's facility alliance division was also involved in the design process. A pre-bid conference was held and ten general contractors attended; two addendums were issued prior to the bid opening. On June 16 four bids were received; one was deemed non-responsive at the bid opening; the apparent low bidder, Vertex, was later deemed non-responsive. She reviewed the process and noted staff held an evaluation conference with Vertex, including a conference call with the city attorney and city manager, and followed up with a letter to Vertex; in correspondence and discussions with Vertex, staff and the architect were led to believe that Vertex did not include the fire alarm system and the security system in its bid. Ms. Ondrias referred to the letter response from Vertex dated June 23 that specifically stated that the fire alarm system was not included in their bid. She noted there were two separate security systems: 1) building security, which was outside of the contract; and 2) life safety/fire alarm system which was part of the actual building, and as such it was a code compliance issue, and that was why the city included the fire alarm system in the bid specifications. Staff recommended the bid be awarded to the next low bidder, JM Lowe & Company, in the amount of $1,478,000 with additional change orders not to exceed $200,000.

Mr. Hayes stated the bottom line was, when asked whether the security alarm system and the fire alarm system were included in the price of their bid, Vertex's answer was no. He had no doubt that Vertex would do the work and honor their bid; however, there was a provision in the bid document that stated when bidding a city project, the bidder was bidding on the entire scope of work, and they admitted they did not. If Vertex was awarded the contract, it would be setting the stage for an adversarial relationship, and Vertex could attempt to make up the difference elsewhere through change orders. Mr. Hayes noted the process of bidding was through a sealed bid process and that another bidder had been deemed non responsive based on a minor issue at the bid opening. During the due diligence process, Mr. Lewis and staff deemed the Vertex bid to also be non-responsive.

The following persons spoke:
1. Patricia Bryant, owner of Vertex, noted Vertex had been deemed as non-responsive based on the premise that they did not include an item in their proposal and had tried to change their bid. Vertex never changed their proposal and never asked for an increase in their bid; they agreed to enter into a contract for the amount submitted in their proposal for all work to be performed as stated in the specifications.

2. Bob Barrett, estimator and project manager for Vertex, noted staff questioned Vertex's proposal and whether the fire alarm system was included in their estimate. They had stated no because they had information that it was to be bid directly to the city, noting the city had contracted directly with roofers and other people.

Peter Lewis, city's architect on this project, noted he had received 10-12 requests for information on this project. He also noted that the bid rejected at the bid opening was due to not including a list of subcontractors. During the bid review process, he discovered that the difference between the two lowest bidders was the value of the fire alarm system. He met with Mr. Bennett of Vertex, and he acknowledged that he had omitted the fire alarm system, which was a requirement of the bid.

The council also discussed the following points:
- Questioned how the information technology department was involved in the process. Ms. Ondrias noted the IT department had been involved from the beginning to help identify conduit that may need to be run for the systems.
- Discussed whether the fire alarm system was to have been included in the bid, and whether the bid should be deemed non-responsive.
- The issue was not about the cost of the alarm system, but about the bid process and proper management of that process. The city had a bid process and should adhere to that process; bid specifications were part of the bid process.

Mr. Gross moved to authorize the execution of a construction contract with JM Lowe & Company for the renovation/expansion of the Butt-Holdsworth Memorial Library as presented; the motion was seconded by Ms. Keeble and passed 4-0-1, with Councilmembers Gross, Keeble, Allen, and Wampler voting in favor of the motion; no one voted against the motion; and Mr. Conklin abstained.

Mr. Conklin returned to the meeting at 7:37 p.m.

6C. Building Board of Adjustment and Appeal's (BBAA) recommendation to amend the City plumbing code to allow grey water reuse systems in the City of Kerrville. Ms. Keeble requested council reconsider the BBAA's previous recommendation to amend the plumbing code to allow grey water reuse systems in addition to continuing to encourage rainwater catchment systems and water conservation. She noted that according to the Center for Disease Control, there had been no documented case of any health problem attributable to grey water use; also, Headwaters Groundwater Conservation District encouraged the installation of grey water systems. Ms. Keeble recommended adoption of the State of Texas Health and Safety Code; which would allow, not require, homeowners to install grey water systems. Permitting and inspecting could be handled with existing city staff. She opined that the systems would not be widely used and would likely only affect new housing as it would be cost prohibitive to install in existing homes; therefore, it should not inhibit the city's ability to supply effluent in sufficient quantity to meet the current city contracts.

The following persons spoke:
1. Bruce Stracke supported rainwater catchment systems, but they were dependent on rainfall. Grey water systems would allow as much as 40% of household water to be reused and recycled back into the aquifer. He noted the cost could be $250 up to a few thousand dollars depending on the type of system and the number of drains installed.

2. David Lipscomb noted county residents had the ability to install grey water systems.
3. Polly Rickert stated the city should do a model/benefit analysis and determine the potential impact. Also, TCEQ had draft ordinances and regulations available.

4. Rusty Hendrickson, President of the Texas Rainwater Catchment Association, noted that TCEQ defined grey water and its use. He had done grey water systems and products that allowed efficient use of grey water. TCEQ defined grey water and broke it down into different categories.

5. Ruth Spradling questioned how many contractors could install systems, and once a system was installed if it was a continuous process. Mr. Stracke responded that any plumbing contractor could install a system, and it was a code requirement that systems have a transfer connection between the grey water reuse system and the city sewer system.

The council also discussed the following:
- Water was a precious resource that should be used wisely; grey water systems could provide options to homeowners for irrigation.
- Clarified that the city was not discussing reuse of black water.
- Requested staff prepare a water analysis, estimate the amount of effluent that could be reduced, and evaluate the effect on the city's wastewater system and the city's ability to meet existing effluent contracts.
- Expressed concern about odors. Mr. Stracke noted if grey water was placed on landscaping or a mulch bed immediately, there would not be any odor problem. If a holding tank was used in a system, TCEQ required that holding tanks without a disinfectant system be evaporated or emptied in less than 24 hours to prevent odors from accumulating. He recommended tankless systems.
- If the city had a shortage of water to fill effluent contracts, consider allowing condensate drains to be tied into the city's sewer system.

Mr. Parton noted staff would prepare a draft ordinance that would allow the installation of grey water systems and prepare information for council to review, e.g.: the effect of grey water reuse and low flow fixtures on the city's wastewater system, the effect reuse would have on raw water supply and the city's ability to meet existing contracts, the types and functionality of grey water systems, and potential health and safety concerns.

6D. Naming policy for City property and facilities.
Mr. Matthews noted the city did not have a policy or procedure for naming and renaming city property or facilities, and such opportunities may exist in the future, for example, the library. He reviewed common practices and items that could be considered, and noted a policy would establish consistency when requests were received.

Mr. Conklin moved to direct staff to draft a policy for council's review and adoption for naming city properties; the motion was seconded by Mr. Gross and passed 5-0.

6E. Discussion and direction to City staff regarding parking strategies for the Central Business District.
Mr. Parton noted a downtown property and business owner expressed concern about the lack of vehicle parking during certain hours. He proposed that staff investigate the issues and prepare a parking strategy for the CBD. He also suggested meeting with downtown organizations and getting input from merchants and owners, and better advertising to inform the public of available free parking at the former hospital parking garage.

The following persons spoke:
1. Jon Wolfmueller stated he was the downtown business owner who met with Mr. Parton. He offered several solutions, i.e. enforcement of the two hour

parking limit and installation of parking meters. The issue was compounded by downtown merchants and their employees who used on-street parking; also, he opined that property owners should provide off-street parking for their tenants.

2. Bruce Strahke noted the parking garage was a good solution, but it was two blocks away from Earl Garrett Street. He suggested the city get input from downtown business owners.

3. Carolyn Lipscomb noted current construction in the downtown area made it difficult for pedestrians to get from the parking garage to Earl Garrett Street; once construction was finished it would be easier and safer. She suggested street signage for parking.

The city council also discussed the following points:

- Downtown merchants cited parking as their #1 concern.
- Parking had been an issue in downtown for many years; part of the problem was merchants and owners who used on-street parking.
- Need better marketing and signage for the parking garage to advise the public that it was available for free.
- Need police enforcement of the two hour parking limit.
- Encourage input from downtown stakeholders before establishing a parking strategy.

The consensus of the council was that staff should meet with downtown stakeholders to gather more information and report back to council.

6F. Update regarding 2011 Texas Legislative Session.
Mr. Hayes reported on bills adopted in the 2011 Texas Legislative Session which may impact the city, in particular, SB100 which will impact city elections. In order to comply with federal election schedules, Texas cities may not be able to hold elections in May of every year due to the fact that counties' voting equipment may still be in use for federal elections. He will keep council informed and offer options for city elections in the future.

6G. Update regarding Lower Colorado River Authority Transmission Services Corporation (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project PUC Docket No. 38354; City of Kerrville, Kerrville Public Utility Board, and City of Junction v. PUC, Cause No. D-1-GV-000324, in the 98th District Court of Travis County.
Mr. Hayes noted the city was proceeding toward the trial on August 2, 2011, in Travis County. Kerr County was filing their own complaint with PUC, but would be supportive of the city's efforts. The reply brief was due on July 1. He noted there had been no reply from TxDOT on the letter sent.

7. INFORMATION AND DISCUSSION:
7A. Budget and economic update.

Mr. Erwin reported local unemployment was unchanged. Local sales tax increased 15% in May and 2% in June. Hotel occupancy tax decreased 2% in June. General fund revenue was at $16 million; expenditures at $12.7 million. Water/sewer fund revenue was at $6.2 million; expenditures at $5.9 million, which included $300,000 from the fund balance used in February for capital projects. He reported that slippage, the amount of water produced but not billed, to date decreased 22% from FY10.

8. ITEMS FOR FUTURE AGENDA: None.

9. ANNOUNCEMENTS OF COMMUNITY INTEREST:

9A. Library opening Tuesday, July 5 at the History Center.

9B. Kerrville's 4th on the River events all day downtown and concert beginning at 4:00 in Louise Hays Park followed by fireworks. Council appreciated all of the volunteers and sponsors for the event.

9C. Mayor Wampler was elected to the Alamo Area Council of Government Board of Directors.

10. EXECUTIVE SESSION:

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

Section 551.071:

- Consult with attorney about pending or contemplated litigation or settlement of same relating to Janet Holmes vs. City of Kerrville, Texas, No. SA10CA0970 OG (U.S.D.C. Western District, San Antonio Division).

At 8:52 p.m. the regular meeting recessed and council went into executive closed session at 8:53 p.m. At 9:14 p.m. the executive closed session recessed and council returned to open session at 9:15 p.m. Mayor Wampler announced that no action had been taken in executive session.

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

12. ADJOURNMENT.

The meeting adjourned at 9:15 p.m.

APPROVED: ____________________ ______________________________

David Wampler, Mayor

ATTEST:

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Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING JULY 12, 2011

On July 12, 2011, the Kerrville City Council meeting was called to order by Mayor Wampler at 6:00 p.m. in the city hall council chambers, 800 Junction Highway. The invocation was offered by Reverend Randall Carr of the Kerrville Church of Christ, followed by the Pledge of Allegiance led by Al Kardos of the Military Officers Association of America.

MEMBERS PRESENT:

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

MEMBER ABSENT: None

EXECUTIVE STAFF PRESENT:

Todd Parton	City Manager
Mike Hayes	City Attorney
Teri Kinsey	Deputy City Secretary
Kristine Ondrias	Assistant City Manager
Travis Cochrane	Director of Information Technology
Mike Erwin	Director of Finance
Kevin Coleman	Director of Development Services
Charlie Hastings	Director of Public Works
Tara LaMontia	Assistant to the City Manager
Kim Meismer	Director of General Operations
Mindy Wendele	Director of Business Programs
Robert Ojeda	Fire Chief
John Young	Police Chief
Daniel Schwartz	Library Director

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

1. VISITORS/CITIZENS FORUM: The following person spoke:

1A. David Lipscomb commended the council and city staff on the successful Fourth of July festivities.

3. CONSENT AGENDA:

Mr. Conklin moved for approval of items 2A through 2D; Mr. Gross seconded the motion and it passed 5-0:

2A. Authorize the execution of a professional services agreement with LNV, Inc. to provide professional engineering design services for a route study and preliminary engineering survey and design of the G Street wastewater interceptor in an amount not to exceed $87,265.00.

2B. Authorize the execution of a professional services agreement with Pape-Dawson Engineers, Inc. to provide professional engineering design services for a route study and preliminary engineering survey and design of the Riverhill/ Ridgewood storage tank transmission line in an amount not to exceed $99,000.00.
2C. Authorized execution of a design services and license agreement with James Avery Craftsman, Inc. for the inaugural art piece to be placed at Earl Garrett and Main streets.
2D. Approval of a one year extension to the interlocal cooperation contract for City of Kerrville ambulance/emergency medical services to the Department of State Health Services on behalf of its facility, Kerrville State Hospital located at 721 Thompson Drive.
END OF CONSENT AGENDA

3. ORDINANCE, SECOND AND FINAL READING:
3A. Ordinance No. 2011-14 amending Chapter 58, Article II "food establishments" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Section 58-33 "mobile food establishments", to establish regulations applicable to mobile food vending and to require a permit for such activities; containing a cumulative clause; containing a savings and severability clause; ordering publication; providing for an effective date; and providing other matters relating to the subject. Mayor Wampler read the ordinance by title only.

Mr. Gross moved for approval of Ordinance No. 2011-14 on second and final reading; Mr. Conklin seconded the motion and it passed 5-0.

4. CONSIDERATION AND POSSIBLE ACTION:
4A. Request by Hill Country Telephone Cooperative (HCTC) to install two internet protocol (IP) cameras (web-cams) in the city of Kerrville.
Margie Dominguez, representing HCTC, requested city council consider allowing HCTC and the Kerrville Public Utility Board (KPUB) to install two internet protocol (IP) cameras for general public use in Louise Hays Park and on Hwy. 27 in front of the Kerr County Courthouse. HCTC would control of the cameras and KPUB would provide electrical power. The cameras would be operational 24/7 as a community service; people could view current happenings at locations.

City Council expressed concern about privacy issues, direct benefits, installation schedule, and the time that the cameras would be operating.

Mr. Hayes advised that council's concerns should be included in the motion and addressed in the agreement.

The following person spoke:
- Polly Rickert questioned whether the cameras would be used by law enforcement agencies. Mayor Wampler advised that the primary use of the cameras was community service, not for law enforcement; however, it could be made available to them; also the cameras did not have recording capability.

Mr. Allen moved to table this item and direct staff to draft an agreement for council's consideration at a future meeting; Mr. Conklin seconded the motion and it passed 5-0.

4B. <u>Resolution providing for the city's approval or disapproval of the Kerrville-Kerr County Joint Airport Board's fiscal year 2012 budget</u>.
Mr. Parton noted that each year the airport board presents its budget to the city and county by July 1.

Steve King, airport board president, noted there was not a current city/county interlocal agreement in place for the airport. He presented the proposed FY12 airport budget and noted the airport board formulated the budget within the $175,000 contribution from each of the two entities.

The council discussed the following points with Mr. King:
- Professional services line item. Mr. King noted this included architectural, environmental services and fees, appraisal, surveying, and inspection services; also, contingency funds were budgeted for possible issues and liabilities that may occur regarding the Mooney Aircraft facility. Council preferred the budget be based on actual anticipated expenditures, and the airport board could request additional funding if an issue arose with the Mooney facility.
- Legal services line item. Mr. King noted that since the management contract was now with the county, the airport board had to provide their own attorney, and the city attorney no longer provided services to the airport board.
- Professional development. FY11 actual expenditure was less than $3,000; the proposed FY12 budget was $7,500. Mr. King stated this line item had been decreased from the $10,000 budgeted in FY11, and it included funding for airport board members and the airport manager to attend conferences.
- Building and structure maintenance. Mr. King explained that the line item was for building maintenance and repairs on all leased properties as well as the airport terminal, e.g. gate repairs, pest control, heating/air conditioning repairs, plumbing repairs, fire alarm, etc. Council noted FY11 expenditure of $5,400; the FY12 budget proposed $30,000. Council also noted in the instruments and apparatus line item expenditures totaled $3,100 in FY11 and $12,500 was proposed in FY12. Council requested a breakdown of anticipated expenditures. Mr. King noted that line item included maintenance of fences, runway lights, and all apparatus at the airport. He also stated that funds may be budgeted, but not necessarily spent; in the past the airport board has returned unspent funds to the city and county.
- Personnel salaries. Mayor Wampler noted an increase of 17% from FY09 to FY12. Mr. King stated he would suggest to the airport board that in the future the salary line item be part of the budget process so it could be reviewed by the city and county rather than already approved. He stated he was not present at the meeting when the salary item for FY12 was discussed. Mayor Wampler noted in FY11 the city had cut spending 15%, reduced staff, some employees had turned down their budgeted salary increase, and some took pay cuts.

Mr. King suggested a budget workshop with the city council, county commissioners, and airport board to review each line item in the airport budget. He stated he had provided the budget to the city staff and requested a response before the airport board approved it. Mayor Wampler noted the airport budget was the council's responsibility and acknowledged that city staff had not provided a recommendation.

4C. Interlocal agreements between the City of Kerrville and Kerr County regarding fire, emergency medical services, library, airport, and animal control operations. Mr. Parton advised that modifications to the draft agreements had been received from the county and staff was preparing comments and recommendations. Staff requested council's comments on the agreements, reaffirmation that the mayor was the lead negotiator for the city, and appointment of a new liaison to replace Mr. Motheral on the negotiating team.

Mr. Hayes advised that progress was being made, and he expected to reply to the county's suggestions within a few weeks.

It was the consensus of the council to appoint Councilmember Conklin to act as liaison for the remainder of the interlocal agreement process.

Council requested Mr. Hayes provide a summary of the differences between the city and the county's outstanding issues with regard to the agreements.

4D. Zoning Ordinance Input Committee's (ZOIC) review of the zoning ordinance. Mr. Coleman noted that ZOIC drafted a skeleton zoning district for commercial and industrial areas. ZOIC was drafting development standards for each zone and a zoning map to be presented to council within a few months.

John Mosty, ZOIC chairman, confirmed that progress was going well and all members were determined to see the project completed.

Council instructed staff to place the proposed zoning map on the city's website.

4E. Update regarding Lower Colorado River Authority Transmission Services Corporation (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project PUC Docket No. 38354; City of Kerrville, Kerrville Public Utility Board, and City of Junction v. PUC, Cause No. D-1-GV-000324, in the 98th District Court of Travis County.
Mr. Hayes stated that a conference call was scheduled for July 13, and he would update council on the outcome of that call. He also advised that the August 2 trial date could be rescheduled due to additional issues raised by LCRA.

5. INFORMATION AND DISCUSSION:

5A. Update on Library statistics.
Mr. Schwartz reported numbers were considerably lower for the month of June due to the temporary closure of the library. Patrons were returning books that were checked out during the "basket of books" program. Time tracking computer software had been installed to determine how much the material was being used. He anticipated the number of active card holders would increase after the renovations were completed.

5B. Budget and economic update.
Mr. Erwin reported local unemployment was 6.4%. Local sales tax increased 2% in June, hotel occupancy tax had leveled out for June. General fund revenue was at $17 million; expenditures at $14.2 million. Water/sewer fund revenue was at $7 million; expenditures at $6.5 million.

6. BOARD APPOINTMENTS:
6A. Golf course advisory board.
Mr. Conklin moved to reappoint Pat Angell, B.K. Cody, James Howard, and Bill Thomas with terms to expire July 1, 2013; Ms. Keeble seconded the motion and it passed 5-0.

7. ITEMS FOR FUTURE AGENDA: None.

8. ANNOUNCEMENTS OF COMMUNITY INTEREST:
9A. Library renovations ground breaking ceremony Thursday, July 14, 9:00 am.

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

11. ADJOURNMENT. The meeting adjourned at 7:00 p.m.

APPROVED: July 26, 2011

David Wampler, Mayor

ATTEST:

Teri Kinsey, Deputy City Secretary

CITY COUNCIL MINUTES
SPECIAL BUDGET MEETING

KERRVILLE, TEXAS
JULY 7, 2011

On July 7, 2011, the Kerrville City Council special budget meeting was called to order by Mayor Wampler at 9:00 a.m. in the city hall council chambers, 800 Junction Highway.

MEMBERS PRESENT:

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

MEMBER ABSENT: None

STAFF PRESENT:

Todd Parton	City Manager
Heather Stebbins	Assistant City Attorney
Brenda G. Craig	City Secretary
Mike Erwin	Director of Finance
Travis Cochrane	Director of Information Technology
Kevin Coleman	Director of Development Services
Mindy Wendele	Director of Business Programs
Charlie Hastings	Director of Public Works
Tara LaMontia	Assistant to the City Manager
John Young	Police Chief
Robert Ojeda	Fire Chief
Daniel Schwartz	Director of Library Services
Malcolm Matthews	Director of Parks and Recreation
Mike Wellborn	City Engineer
Susan Michelson	Municipal Court Clerk

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

DIRECTION TO CITY STAFF FOR PREPARATION OF THE CITY OF KERRVILLE FY12 BUDGET:

Mr. Parton stated the proposed FY12 budget would be prepared on the concept of no tax rate adjustment, no utility rate adjustment, and focus on a five year plan and future sustainability of the city. The budget would focus on staffing levels, measurement of work attained, and where resources were going. He anticipated a 13% decrease in expenditures from the FY10 budget, including a reduction in employee benefits.

Mr. Erwin reviewed the principles to be used in preparation of the proposed budget: focus on self-sufficiency, expenditures not exceed revenues, maintain current $0.5625 tax rate, prioritize programs, fund priorities, no use of reserve funds, and no change in water and sewer rates.

General Fund: Mr. Erwin noted that the proposed FY12 general fund budget would include a $230,000 reduction in employee benefits, a decrease of 3.5 full time employees, $150,000 increase in maintenance capital, and $165,000 increase in street and drainage maintenance. He compared the FY10 to the FY12 budget and noted a net decrease of 13% in the general fund. A future goal of staff was to achieve a fund balance of 15%; the current balance was $2,600,000. He noted that 13% of the revenue received from ad valorem tax was dedicated to debt service payments.

Water and Sewer Fund: Mr. Erwin proposed a 5% decrease in expenditures for FY12 from FY11. He provided a rate comparison and noted Kerrville's water rate was below, and the sewer rate was slightly above the state average. The debt service was at 23% of revenue in FY12; issuance of new debt would likely increase the debt service to 27-28%; however, the rate increase adopted by city council in FY11 would be sufficient to cover the proposed issuance without a rate increase in FY12.

Mr. Parton noted that prior debt issuances provided funding for projects to increase water supply and wastewater capacity necessary for growth and economic development. Future budgets would provide an estimated $6-6.5 million annually to fund capital projects and system upgrades on a pay-as-you-go basis..

Department Reviews: Each department director reviewed the highlights and accomplishments of their FY11 and proposed FY12 budgets.

Five Year Capital Improvement Plan: was presented by Mr. Wellborn.

Budget Comments:
- Council requested staff provide a debt maturity and payoff schedule for the general fund and the water/sewer fund.
- Mr. Parton noted in the FY11budget the Texas Municipal Retirement System (TMRS) rate was reduced to 10.7% contribution by eliminating the updated service credits. He noted significant changes this year by TMRS, and the city's rate would be 5.4% in FY12 for the same level of retirement benefits. He proposed to reinstate the TMRS updated service credits, which would bring the rate to 8.4% in FY12, still resulting in a decrease of $200,000 in the general fund from FY11 to FY12.
- Mr. Parton proposed a slight adjustment in employee health benefits that would result in a savings of $230,000 in the general fund for FY12.
- Mr. Parton noted the proposed FY12 budget did not contemplate salary increases for employees in FY 12.
- Mr. Parton requested council provide priorities for the FY12 budget by July 19; two priorities were discussed:
    - Maintain current response times for fire/EMS/police.
    - Citizen satisfaction survey to measure performance of city services.
- Staff provided a programming evaluation form and requested council return it by July 19.

• Mr. Erwin noted the proposed budget would be presented to city council on July 26; hotel occupancy tax presentations would be made on August 9.

ADJOURNMENT. The meeting adjourned at 12:36 p.m.

APPROVED: ____________________ ____________________________

David Wampler, Mayor

ATTEST:

____

Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES
INFORMAL SOCIAL MEETING

KERRVILLE, TEXAS
JULY 14, 2011

On July 14, 2011, the Kerrville City Council attended an informal social meeting at 9:00 a.m. at the Butt-Holdsworth Memorial Library, 505 Water Street.

<u>MEMBERS PRESENT</u>:

David Wampler	Mayor
Carson Conklin	Councilmember
T. Scott Gross	Councilmember

<u>MEMBER ABSENT</u>:

Gene Allen	Mayor Pro Tem
Stacie Keeble	Councilmember

<u>CITY EXECUTIVE STAFF PRESENT</u>:

Mike Hayes	City Attorney
Kristine Ondrias	Assistant City Manager
Brenda G. Craig	City Secretary
Mike Erwin	Director of Finance
Mindy Wendele	Director of Business Programs
Tara LaMontia	Assistant to the City Manager
John Young	Police Chief
Daniel Schwartz	Director of Library Services
Kim Meismer	Director of General Operations

<u>Groundbreaking Ceremony for the Renovation of the Butt-Holdsworth Memorial Library</u>:

Mr. Schwartz welcomed guests. Robin Amerine, executive director of the Mary Elizabeth Holdsworth Library Foundation, recognized the contributions of Charles Butt, the H-E-B Grocery Company, Mary Elizabeth Holdsworth Library Foundation, the Hal and Charlie Peterson Foundation, the Friends of the Library, the Hill Country Charity Ball, and the Kerrville City Council and city staff. Peter Lewis, project architect, detailed Phase I of the library renovation project, which included vehicle parking area, park and playground area along the river, rehabilitation of the building exterior, enclosing the existing balcony area, new roof, and replacement of the heating/air conditioning equipment.

Dya Campos, director of public relations for H-E-B, noted that H-E-B recognized the support of the Kerrville community.

The Mary Elizabeth Holdsworth Library Foundation directors presented a check to the City of Kerrville in the amount of $1,450,000 for phase I.

Mayor Wampler stated that the citizens and the city council greatly valued the library facility and appreciated the generous contributions for the library renovation.

APPROVED: ____________________ ____________________________

David Wampler, Mayor

ATTEST:

____

Brenda G. Craig, City Secretary

Agenda Item:

(Staff)

3A. An ordinance creating a specific use district for the temporary housing and fostering of domestic cats on an approximate 0.83 acre tract of land out of the Walter Fosgate Survey No. 120, Abstract 138, within the City of Kerrville, Kerr County, Texas, and otherwise known as 712 Harper Road (RR 783), and located within an R1 (residential) zoning district; adopting conditions related to the development and use within said district; containing a cumulative clause; containing a savings and severability clause; establishing a penalty or fine not to exceed $2,000 for each day of violation of any provision hereof; ordering publication; and providing other matters relating to the subject.

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

SUBJECT: Public Hearing and First Ordinance Reading: Specific Use District – Consider a request to create a Specific Use District (SUD) to allow the fostering and basic care of domestic cats awaiting adoption or recovering from illness or injury on property located at 712 Harper Road.

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED:** July 15, 2011

SUBMITTED BY: Gordon Browning **CLEARANCES:** Kevin Coleman KC

EXHIBITS: Location Map, Applicant's Request, SUD Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

Timeline:

- June 6, 2011 – An application for a Specific Use District (SUD) is accepted by the City for review and consideration.
- June 22, 2011 – In accordance with state and local ordinance, notice of the required public hearing is published in The Kerrville Daily Times and mailed to property owners within 200-feet of the subject tract.
- June 24, 2011 – Staff review process completed.
- July 1, 2011 – Staff comments to applicant.
- July 7, 2011 – Public hearing before the Planning and Zoning Commission (P&Z) and consideration of a recommendation to the City Council.
- **July 26, 2011 – Public hearing before the City Council and consideration of an ordinance on first reading.**
- August 9, 2011 – Second and final ordinance reading approving the Specific Use District.

Definition:

A Specific Use District (SUD) is a use allowed by the City Council for a specific use not normally allowed in the underlying zoning district with requirements and conditions for that use established by ordinance. The use considered should not have a potentially greater impact on the area than a permitted or conditional use within the same zoning district.

SUD Process:

- Article 11-I-14 of the Zoning Code describes Specific Use Districts (SUD's) and the process by which they are to be considered. SUD's are not zoning districts but rather specific or special use districts subject to specific development regulations and conditions. A SUD is governed by a site plan and/or any other development regulations associated with a City Council approved ordinance.

- No underlying right exists to approve a SUD request. The fact that the P&Z and City Council may review an application for a zoning change does not mean it must be approved. The burden falls on the applicant to show the use would not be a detriment to the particular area for which it is being requested.

- The P&Z and Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a SUD is compatible and complementary to adjacent properties.

- In the attached request, the applicant proposes to establish a facility to provide indoor and outdoor care for cats, see attached Exhibit B, as an alternative to euthanization. The primary purpose of the SUD will be to provide food and care for domestic cats whose owners have no other option than to turn the animals over to Animal Control. The facility will also provide fostering, shelter, food and basic care for cats either awaiting adoption or recovering from injury or illness.

- As presented in the request, the facility will consist of both indoor and outdoor space as well as an area to isolate new and ill cats from the rest of the population. No employees are anticipated, any supplies required will be brought to the facility by the applicant.

- Unless specifically addressed in the ordinance, approval of the SUD does not exempt the property owner from any other ordinance or requirement related to the property described.

- Following a public hearing and discussion, the Commission recommended approval of the request, on a 5-0 vote, subject to the following condition:

1. Authorized Uses: The property may be developed and used for the temporary housing and fostering of domestic cats, which are awaiting adoption or recovering from injuries or medical procedures. At no time shall the number of cats being temporarily housed exceed thirty-seven (37) cats. The intentional breeding of cats is prohibited and care shall be taken to minimize, if not eliminate, all breeding. No other uses or practices shall occur that involves a commercial, for-profit enterprise. Each cat shall be confined to specific indoor/outdoor facilities, unless undergoing an examination or other medical treatment. In no event shall any cat be released or allowed to roam free outside their confined space. All development and use is subject to other applicable City ordinances and regulations, including the existing zoning regulations applicable to the R-1 Residential Zoning District within which the property is located.

2. Development Site Plan – The use authorized and specified in Item 1, above, shall be limited to an existing building and enclosure as shown in Exhibit B.

3. The operator of the Specific Use must reside on the property at all times.

4. Records must be kept of the cats on the property to insure that the animals are well cared for and to insure that the number of cats does not exceed the number allowed. These records shall be made available to City inspectors on demand.

5. A 20-foot setback from the rear property line shall be maintained for the outdoor enclosure area.

6. All waste materials from the operation shall be deposed of off-site.

During the public hearing one person spoke in opposition.

RECOMMENDED ACTION

1. Open the public hearing and receive comments, and

2. Consider the SUD requested subject to the conditions in the attached ordinance.

APPLICATION FOR SPECIAL USE PERMIT

i. Bliss L. Marsh
710 Harper Rd.
Kerrville, TX 78028

ii. Thad H. Marsh
7108 Joy Hollow Rd.
Barksdale, TX 78828

iii. N/A

iv. See attached map and Exhibit "A"
Street address is: 712 Harper Rd.

v. See attached letter from Thad Marsh

vi. Property is proposed to be used for the housing, feeding and care of domestic cats of any age whose owners/keepers would have no other option than to turn said cats over to Animal Control for euthanization.

Property is also proposed to be used for the fostering of domestic cats who are awaiting adoption or recovering from illness or injury.

A 10'x12' room shall be set aside for the specific proposed use of housing cats new to the facility and those that might need separation due to illness or behavioral issues. Cats shall be housed in appropriately sized kennels for their stay during their separation.

The indoor facility is equipped with cooling and heating equipment for the comfort of the cats in any given season.

The outdoor facility is approximately 3000 sq.ft. and is proposed to be used as a large play area for the cats. This facility is enclosed on all sides by a specially designed cat fence from which the cats cannot escape. (See attached print out)

Cats shall be confined to specified indoor/outdoor facilities and will not be allowed to roam the rest of the property.

The facility is not to exceed a population of 37 cats at any given time as per the specifications given by the Koret Shelter Medicine Program in the article, "Impacts of Shelter and Housing Design on Shelter Animal Health." Each cat is to be allotted no less than 10.8 sq.ft. of living space in the indoor facility which consists of 406 sq.ft.

At no time is it intended for the property to be used for the breeding and/or selling of animals or any other commercial uses that may apply.

vii. The property has approximately six additional parking spaces situated toward the front of the property and to the rear of the residence. The applicant anticipates there will be little need for extra parking.

ix. As applicant is a resident of the property, it is anticipated that applicant will be the sole occupant/employee/user of proposed facility. Applicant will be available to care for animals 24 hours a day.

x. No delivery of goods is anticipated.

xi. No license is required.

xii. Approximately three miles.

xiii. None

xiv. All surrounding properties are residential.

xv. See attached map and Exhibit "A"

EXHIBIT "A"

BEING ALL OF A CERTAIN 0.83 ACRE, MORE OR LESS, TRACT OR PARCEL OF LAND OUT OF THE WALTER FOSGATE SURVEY NO. 120, ABSTRACT NO. 138, LOCATED IN KERR COUNTY, TEXAS, BEING THE SAME TRACT CONVEYED FROM EMMA BUSS HIGHTOWER TO MORRIS C. HANKINS AND WIFE, CLARA E. HANKINS BY A WARRANTY DEED EXECUTED THE 17TH DAY OF APRIL, 1985 AND RECORDED IN VOLUME 329, PAGE 738 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" iron stake in the Northwest right-of-way line of F.M. Highway No. 783, also known as Harper Road, for the South corner of the herein described tract, the East corner of a tract conveyed to Morris C. Hankins et. ux. by Deed recorded in Volume 130, Page 452 of the Deed Records of Kerr County, Texas;

THENCE N 45° 00' W with the common line between said Hankins tract and the herein described tract 297.07 feet to a 3/8" bolt for the West corner of the herein described tract, the North corner of said Hankins tract;

THENCE N 45° 08' E 122.58 feet to a ½" iron pipe for the North corner of the herein described tract, the North corner of a 2.00 acre tract conveyed to E.W. Hightower et. ux. by Deed dated January 28, 1959 and recorded in Volume 104, Page 265 of the Deed Records of Kerr County, Texas;

THENCE S 45° 45' E with the Northeast line of said 2.00 acre tract, at 261.48 feet passing a Texas Highway Dept. brass disk, continuing along the right-of-way line of Harper Road for a total distance of 281.78 feet to a ½" iron stake located at Engineer's station 250+78 in the Northwest right-of-way line of said Harper Road for the East corner of the herein described tract;

THENCE S 38° 13' W along said right-of-way line of Harper Road 127.14 feet to the PLACE OF BEGINNING, containing 0.83 acres of land, more or less, within these metes and bounds.

May 24, 2011

TO WHOM IT MAY CONCERN:

I, Thad H. Marsh, owner of property located at 712 Harper Rd., Kerrville, Texas, do hereby state that Bliss Marsh has my permission to build and operate these proposed facilities on my property.

Thad H Marsh

Thad H. Marsh

Purr...fect Fence

Your Cats Happy & Safe... Outdo

Cat Containment Fence Systems

Patents Pending

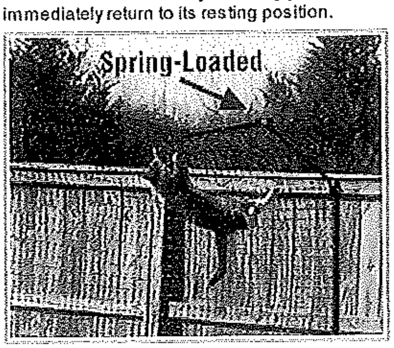
Details, Pricing & Ordering

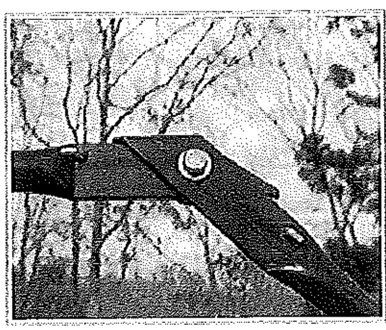
Purr...fect Fence is currently making over 25,000 cats happy, healthy and safe outdoors. During the past five years we have developed and produced an incredibly effective (99.99+% success rate) free-standing cat containment system.

We have recently made some design changes to address two common customer requests:

- Provide a system that effectively cat-proofs an existing fence.
- Provide a system that complies with 6' height zoning limits (our previous system stood 7'6" high).

We developed two new systems to cat-proof your yard and the key to both is the all new pivoting fence extension arm. This "spring action" is activated by the cats weight swinging the horizontal component of the arm downward safely returning your feline friend to the ground while the spring-loaded arm will immediately return to its resting position.



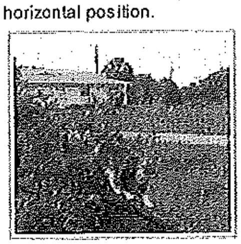


1. Free Standing System

Free-Standing Houdini-Proof Cat Containment System w/ Cat-Proofer™ pivoting extension arms.

For areas without a pre-existing fence, our improved Houdini-Proof Cat Containment System offers the same incredible performance as our original system but at the new lower 6' height (6' is the maximum height allowed in many local zoning ordinances). Now zoning restrictions will not get in your way of turning your yard into a paradise for your cats.

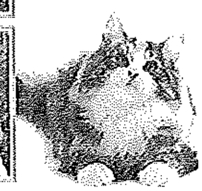
The extremely strong yet flexible poly mesh makes climbing very difficult, but the safeguards for our cat containment systems are the *Cat-Proofer*™ extender arms which enable the entire upper section of the fence to pivot. The cat's weight causes these horizontal extension arms to swing downward, safely returning your pet to the ground. Once the cat's weight is released from the mesh, the spring-loaded extenders immediately return the upper section of the fence to its horizontal position.



Built to Last : A Real Value

Photo Gallery

Visit our Photo Gallery and see Purr...fect Fence in action.
»See more



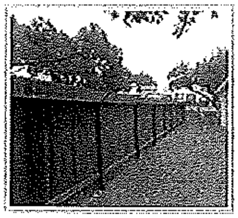
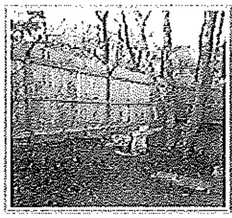
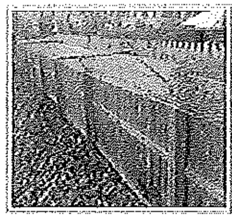
PRICING
AND MORE INFORMATION...

Click here for a kit parts list

2. Existing Fence Conversion System

Existing Fence Conversion System w/ Cat-Proofer™ pivoting extension arms.

Our evolutionary Cat-Proofer™ pivoting fence extension makes it easy and affordable to convert most any 5' or 6' fence (or wall) into a cat-proof barrier. The pivoting fence extensions are attached near the top of the inside of your fence and the high strength mesh material is stretched between them attaching with the included zip ties. Simply secure the lower portion of the mesh material to your fence or wall and your cat-proof barrier is complete.

Your neighbors won't see a thing!

FAQ : Chain Link Fence? : Vinyl Fence?

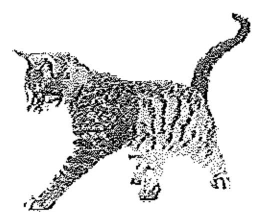
Both systems include detailed written instructions. The Purr...fect Fence staff is also available for technical help during business hours. Many of our customers e-mail pictures to gain our assistance in figuring out the best way to cat-proof their property. Keep in mind that if you happen to have a property that is partially fenced or you would like to include only a portion of your existing fence into your cat enclosure, we have the answer... Since both systems utilize the same *Cat-Proofer™* fence extensions, you can blend one fence system into the other seamlessly.

Purr...fect Fence vs "competition"

PRICING
AND MORE INFORMATION...

Click here for a kit parts list

Discounts available for rescues and shelters – Call us with your non-profit tax i.d. # for details.



Contact Us

Any questions, please call us at
1-888-280-4066
Or write us at: info@purrfectfence.com
Have press related inquiries?
press@purrfectfence.com or 866-430-3135

TO WHOM IT MAY CONCERN:
May 23, 2011

My name is Mary Palmer and I have lived next door to Bliss Marsh for 6 years. I have helped feed her cats on occasion when she was out of town and she has fed mine when we were on a trip.

I knew she loved cats and wanted to start a rescue, so when we had a stray kitten we could not keep, she took him in. His name is Sam and he has been a great cat for her. When he came down with a very rare disease, she did everything to get him well.

She is caring and responsible with all her animals. Every cat she takes in is given their shots and spayed or neutered as soon as possible.

I would have no problem having a cat shelter next door with Bliss in charge.

Thank you,

Mary Palmer

Mary Palmer

THE BIG FIX
HOMELESS CAT PROJECT OF THE TEXAS HILL COUNTRY
P.O. BOX 294003
KERRVILLE, TEXAS 78029

Dear Members of Kerrville City Council.

I am writing on behalf of The Big Fix for the purpose of recommending that Bliss Marsh be given a special use permit to provide foster care facilities for more than the allowed four cats within the city limits.

Although we are a trap-neuter-return organization that sterilizes and provides rabies vaccinations for feral cats in Kerr County, we also spend considerable time rescuing, fostering and adopting suitable cats and kittens that come into our possession. Over the last eighteen months, over 100 cats have gone through our foster facilities. Most have been placed at Jonathan and Chelle Danais's foster facility, which you approved previously. Chelle and Jonathan's facility runs at maximum number almost constantly. We currently have 22 cats/kittens in foster care.....12 at Jonathan and Chelle's and 10 in two other foster homes. We would like to see another facility to handle cats that are adoptable and just need a holding place until an adoption event occurs.

Bliss Marsh has a facility that could provide us additional space for adoptable cats. Her facility would offer cats the opportunity to be outside rather than in a building. Bliss is pursuing cat-proof fencing, such as the Purr-fect Fence, to make her outside compound secure. This would be an ideal situation for the cats....a building and an open, fenced area to roam.

Bliss has a good heart for animals and wants to provide a safe, secure and inoffensive foster facility for rescued cats. She will work very hard to meet whatever conditions you see fit to impose on her facility. We at Big Fix hope that you give her the chance to help us give rescued cats a second chance at life.

Thank you very much for considering her application and our input.

Sincerely,

Susan Dennis

Susan Dennis The Big Fix

City of Kerrville
Kevin Coleman
Development of Services
800 Junction Highway
Kerrville, Texas 78028-5069
830.792.8351 (O)
830.896.0517 (F)
Kevin.coleman@kerrvilletx.gov

MEMORANDUM

TO: Kristine Ondrias, Assistant City Manager KO

FROM: Kevin Coleman, Director of Development Services KC

DATE: July 19, 2011

SUBJECT: Review of Cat Rescue Facility – 712 Harper

Please see attached worksheet outlining some of the land use, site plan and operational issues associated with the proposed cat rescue facility at 712 Harper as compared to a similar facility approved in April, 2010 at 1524 Fifth Street.

Both the existing and proposed facility are in areas zoned for residential use, and as such can house up to four (4) cats and/or dogs, except in an animal shelter, clinic, hospital or clinic as provided in the zoning ordinance. Therefore, this use requires a zoning change or approval of a Special Use District prior to setup.

In its consideration, City Council should first consider whether the proposed use, **in and of itself**, will have a negative impact on the uses permitted on property surrounding the district. Second, Council should consider whether the **intensity of the proposed use** will create additional negative effects. Finally, Council should consider whether and what type of conditions could be applied to the use to mitigate those negative effects.

From that point of view, staff believes that the conditions recommended by the Planning and Zoning Commission mitigate the negative effects of the use in and of itself. However given the applicant's request to house 37 cats (nine times that normally allowed), staff does not know of a set of conditions that could mitigate the negative effect of the intensity of the use. Nor do we know whether the applicant would be willing to accept any additional conditions nor the degree to which she would lessen the intensity before abandoning the request.

Comparison of Cat Care Facilities

	Under Consideration	**Approved**
Address	212 Harper	1524 Fifth
Lot Size	0.88 Acres	0.74 Acres Note: +/- 9 acres of the adjacent undeveloped land is owned by facility operator
General Location	Fronting arterial road	End of residential Cul de Sac
Zoning	R-1 (Single Family)	Residential Cluster
# of Cats	up to 37 requested	up to 12 approved
Bldg. to be Used	400 sq. feet	1800 sq. feet with min. 100 sq. feet enclosed for kennels
Outside Play Area	2025 sq. foot area fenced with cat proof fence	None required
General Operations	Owner operated in partnership with Humane Society No on-site adoption	Owner operated in partnership with Humane Society No on-site adoption
Adjacent Properties	# of residents within 200' = 6 Separation from developed residential property = 0' Balance of adjacent land is undeveloped	# of residents within 200' = 2 Separation from developed residential property = 50' Balance of adjacent land is undeveloped

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2011-_____

AN ORDINANCE CREATING A SPECIFIC USE DISTRICT FOR THE TEMPORARY HOUSING AND FOSTERING OF DOMESTIC CATS ON AN APPROXIMATE 0.83 ACRE TRACT OF LAND OUT OF THE WALTER FOSGATE SURVEY NO. 120, ABSTRACT 138, WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND OTHERWISE KNOWN AS 712 HARPER ROAD (RR 783), AND LOCATED WITHIN AN R1 (RESIDENTIAL) ZONING DISTRICT; ADOPTING CONDITIONS RELATED TO THE DEVELOPMENT AND USE WITHIN SAID DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING A PENALTY OR FINE NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Kerrville, Texas, in compliance with the City Charter and the State law with reference to the creation of Specific Use Districts under Article 11-I-14 of the Zoning Code of the City of Kerrville, Texas, and amending the official zoning map adopted thereby, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Kerrville, Texas, finds that the health, safety and general welfare will be best served by the creation of a Specific Use District for the temporary housing and fostering of cats, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

SECTION ONE. A Specific Use Permit is created to authorize the following described property to be developed and used for a business primarily engaged in the temporary housing and fostering of domestic cats, as further specified herein:

Being all of a certain 0.83 acre, more or less, tract of land out of the Walter Fosgate Survey No. 120, Abstract No. 138, located within Kerrville, Kerr County, Texas, otherwise known as 712 Harper Road (RR 783), hereinafter referred to as "the Property".

SECTION TWO. Development and use of the Property is subject to the following conditions:

A. <u>Authorized Uses</u>. The Property may be developed and used for the temporary housing and fostering of domestic cats, which are awaiting adoption or recovering from injuries or medical procedures. This use is subject to the following conditions:

1. At no time shall the number of cats being temporarily housed exceed thirty-seven (37) cats.

2. The intentional breeding of cats is prohibited and care shall be taken to minimize, if not eliminate, all breeding.

3. No other uses or practices shall occur that involve a commercial, for-profit enterprise.

4. At all times unless undergoing an examination, each cat shall be confined to a kennel or an indoor and outdoor facility that is operated in ways that is intended to keep the cat contained within the Property.

5. The operator must reside on the Property at all times.

6. The operator must maintain records on the Property as a means of identifying each cat, its immunization record and health condition, registration pursuant to City and/or Kerr County regulations, and as a way to insure that the number of cats does not exceed the number allowed. These records shall be made available to City authorities on demand.

7. The operator must maintain a twenty foot (20.0') setback from the outdoor enclosure to the rear property line as shown in **Exhibit A**.

8. All waste materials from the use shall be deposed of off-site.

9. All development and use is subject to other applicable City ordinances and regulations, including the existing zoning regulations applicable to the R1 (residential) Zoning District within which the Property is located

B. Development Site Plan: The use authorized and specified in Section A, above, shall be limited to an existing accessory building and outdoor fenced area as shown in **Exhibit A**.

C. Outdoor Storage and Display: The outdoor storage of any materials, supplies, inventory and/or equipment, whether in cargo containers or similar containers or buildings shall be prohibited.

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

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

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

PASSED AND APPROVED ON FIRST READING, this the ___ day of ______, A.D., 2011.

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

____
David Wampler, Mayor

APPROVED AS TO FORM:

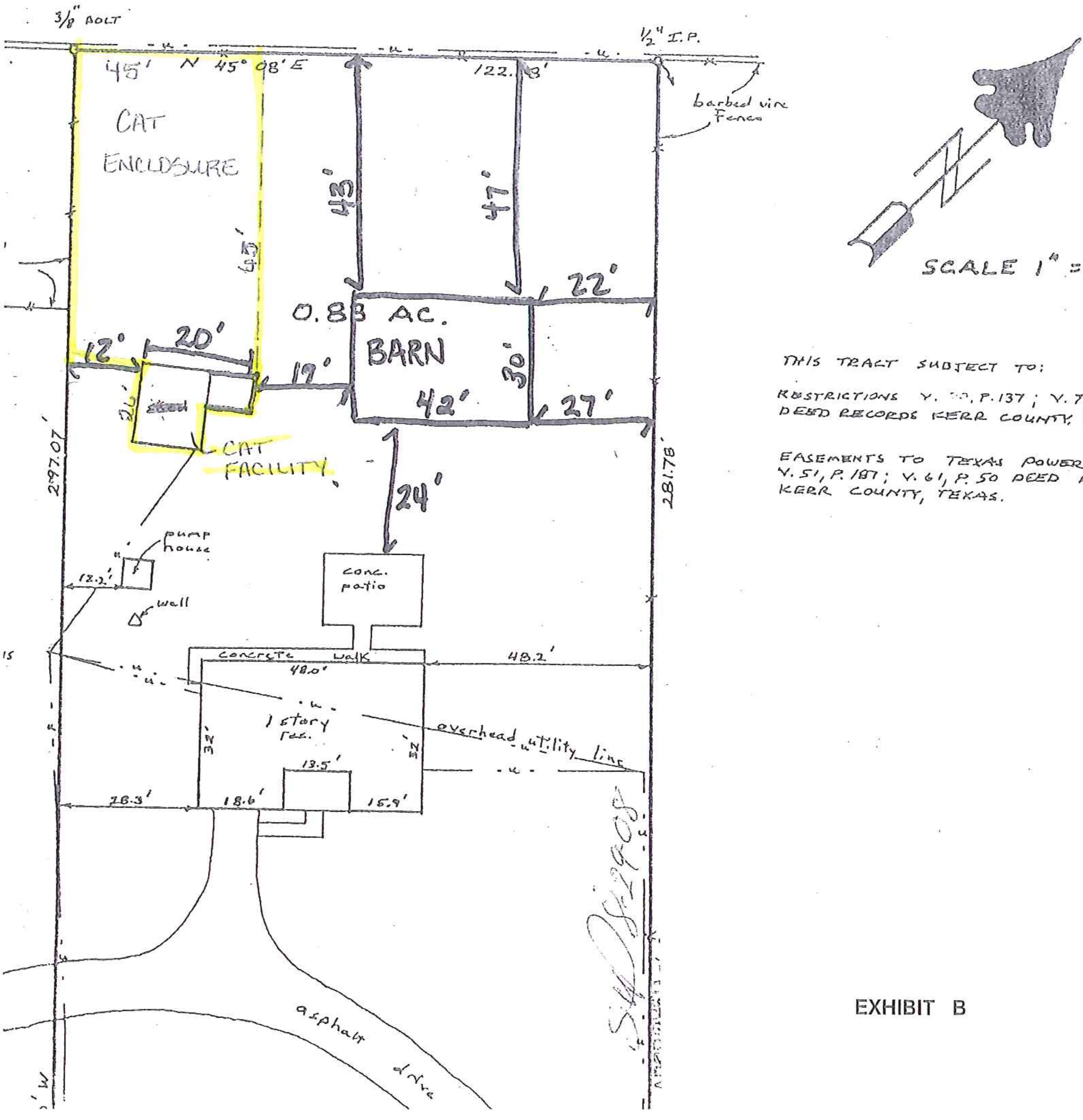
____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

L:\Legal\DEVELOPMENT SERVICES (planning)\Zoning\Ord\SUP_712 Harper_cat kennel_071911.doc

A CERTAIN 0.83 ACRE, MORE OR LESS, TRACT OR PARCEL OF LAN
'ER FOSGATE SURVEY NO. 120, ABSTRACT NO. 138, LOCATED IN K
TEXAS, BEING THE SAME TRACT CONVEYED FROM EMMA BUSS HIGHT
. HANKINS AND WIFE, CLARA E. HANKINS BY A WARRANTY DEED E
DAY OF APRIL, 1985 AND RECORDED IN VOLUME 329, PAGE 738 (
PERTY RECORDS OF KERR COUNTY, TEXAS

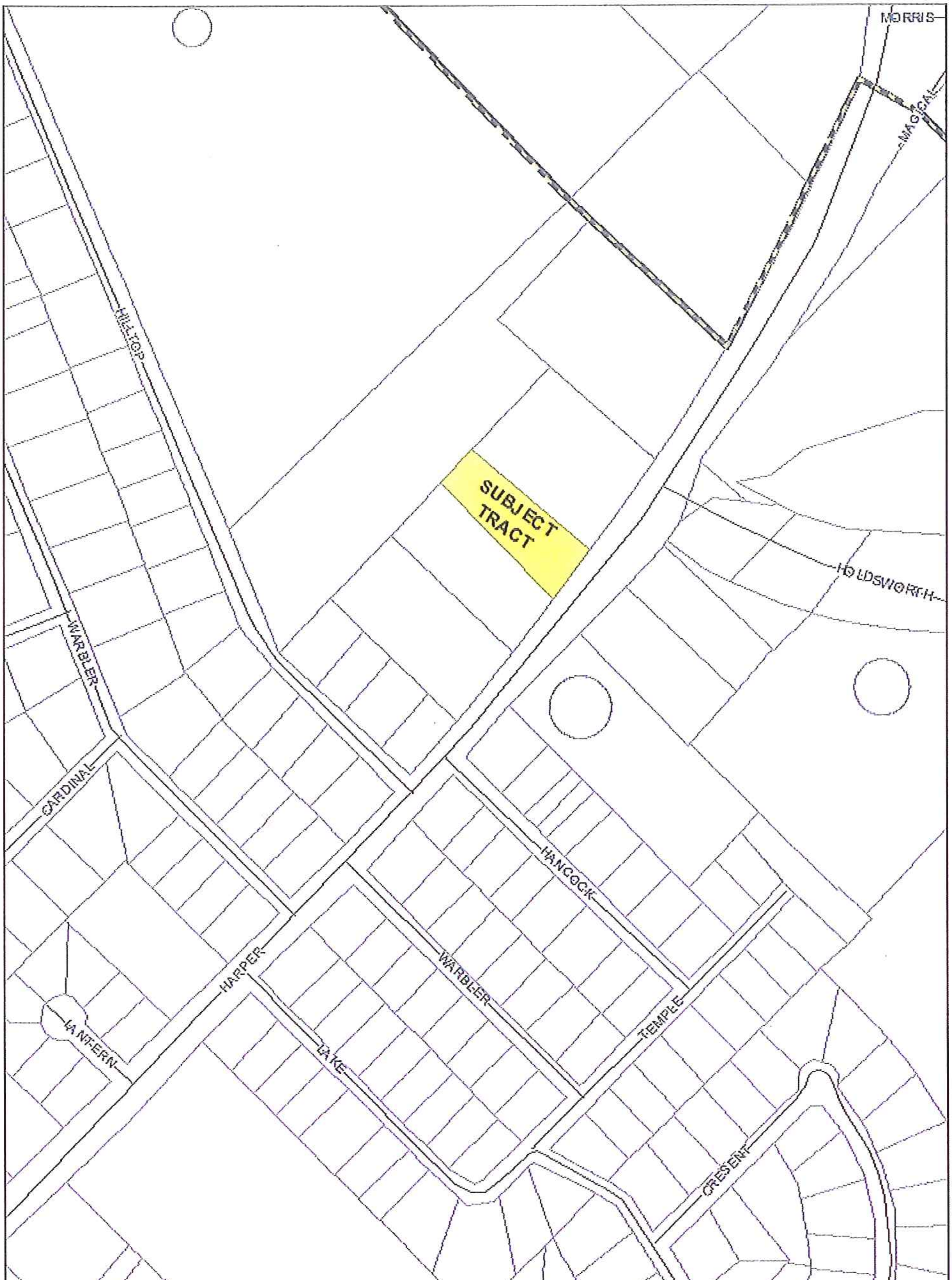


THIS TRACT SUBJECT TO:

RESTRICTIONS V. ??, P. 137 ; V. 74
DEED RECORDS KERR COUNTY, T

EASEMENTS TO TEXAS POWER
V. 51, P. 187 ; V. 61, P. 50 DEED R
KERR COUNTY, TEXAS.

EXHIBIT B


MORRIS
MAGICAL
HILLTOP
SUBJECT TRACT
HOLDSWORTH
WARBLER
CARDINAL
HANCOCK
HARPER
WARBLER
TEMPLE
LANTERN
LAKE
CRESENT

Agenda Item:
(Staff)

4A. An ordinance authorizing and allowing, under the Texas State Law governing the Texas Municipal Retirement System, "updated service credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Kerrville; and establishing an effective date for the ordinance.

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

SUBJECT: Consideration of an Ordinance First Reading, Reinstating the Annually Repeating 100% Updated Service Credit, including Transfers to the Texas Municipal Retirement System plan for the City of Kerrville.

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED**: July 15, 2011

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

EXHIBITS: Ordinance & TMRS Rate Analysis

AGENDA MAILED TO:
APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

The Texas Municipal Retirement System (TMRS) is the administrator of the mandatory retirement benefit for the City of Kerrville employees.

During the FY11 budget process, due to budget constraints Council approved terminating the Updated Service Credits (USC) for employees and the Cost of Living Adjustments (COLA) for retirees. This action reduced the City's contribution rate from 16.03% to 9.40% saving the City an estimated $490,000 and was effective January 1, 2011. TMRS was put in the budget at 10.7% for FY11. Council asked staff to bring this item back during the FY12 budget process for an update and reconsideration.

The City received our 2012 "Rate Letter" from TMRS in June 2011. Due in part to fund restructuring and actuarial valuations, the City contribution rate beginning January 1, 2012 will be reduced to 5.41% saving the City an estimated $511,455 for FY12. When we received this news we contacted TMRS to find out what the impact would be if we reinstated the Updated Service Credits. If we reinstate the USC's including Transfers to 100% annually repeating, the rate would be 8.65% saving the City an estimated $198,200 for FY12.

RECOMMENDED ACTION

Approve the ordinance reinstating the Updated Service Credits including Transfers to 100% annually repeating (Proposal #5) to be effective January 1, 2012.

TMRS Rate Analysis - Effective January 1, 2012

	Current Budgeted Rate	Leave Plan As-Is 1/1/2012 Rate	Proposal #1	Proposal #2	Proposal #3	Proposal #4	Proposal #5
	USC 0%	USC 0%	USC 50% Adhoc	USC 75% Adhoc	USC 100% Adhoc	USC 50% Repeating	USC 100% Repeating
	COLA 0%	COLA 0%	COLA 0%	COLA 0%	COLA 0%	COLA 0%	COLA 0%
Total Rate	10.70%	5.41%	5.43%	5.53%	6.32%	6.52%	8.65%
Example Monthly Deposit - Based on $1,074,259.97 Gross Earnings (June 2011)	$114,945.82	$58,117.46	$58,332.32	$59,406.58	$67,893.23	$70,041.75	$92,923.49
Potential Savings (9 months) from Current Rate	N/A	$511,455.17	$509,521.50	$499,853.16	$423,473.28	$404,136.60	$198,200.96

USC = Updated Service Credits (affects current employees when they retire)

COLA = Annuity Increases (affects retirees only)

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2011-____

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE TEXAS STATE LAW GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF KERRVILLE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE

WHEREAS, the City provides a retirement benefit for its employees through its membership in the Texas Municipal Retirement System ("TMRS"); and

WHEREAS, the City Council of the City previously adopted an ordinance under Section 853.404 of Subtitle G of Title 8, Texas Government Code, as amended (the "TMRS Act"), authorizing the crediting of updated service credits, including updated service credits for transferred service, on an annual basis and increases in prior and current service annuities to retirees and beneficiaries of deceased members on an annual basis; and

WHEREAS, due to significant budget constraints, the City adopted Ordinance No. 2010-23, which terminated the allowance of updated service credits; and

WHEREAS, the City recently received a "Rate Letter" from TMRS where TMRS has notified the City that due in part to the restructuring of TMRS funds and revised actuarial valuations, TMRS is reducing City's contribution rate beginning January 1, 2012; and

WHEREAS, based upon this reduction and the cost savings to the City, the City Council believes that it should reinstate the allowance of updated service credits;

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

SECTION ONE. On the terms and conditions set out in TMRS Act, each member of the Texas Municipal Retirement System ("System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City of Kerrville ("City") and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed" Updated Service Credit", as that term is defined in subsection (d) of Section 853.402 of the TMRS Act.

SECTION TWO. On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant thereunder and all future grants under this ordinance.

SECTION THREE. The Updated Service Credit hereby allowed and provided for shall be 100% of the "base Updated Service Credit" of the member calculated as provided in subsection (c) of Section 853.402 of the TMRS Act.

SECTION FOUR. In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by City employees on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

SECTION FIVE. The initial allowance of Updated Service Credit hereunder shall be effective on January 1, 2011, subject to approval by the Board of Trustees of the System. An allowance shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

SECTION SIX. Subject to approval by the Board of Trustees of the System, this Ordinance shall be and become effective on the 1st day of January, 2012.

PASSED AND APPROVED ON FIRST READING, this the ____ day of ______________, A.D., 2009.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of ___________________, A.D., 2009.

____
David Wampler, Mayor

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

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Agenda Item:
(Staff)

4B. An ordinance amending Chapter 66, "Library," of the Code of Ordinances of the City of Kerrville, Texas, by amending Article II "Library Advisory Board", concerning the creation, powers, and authority of the library advisory board; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.

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

SUBJECT: Consideration of the First Reading of the Revisions to the Library Advisory Board Ordinance.

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED**: July 14, 2011

SUBMITTED BY: Daniel C. Schwartz, Library Director

CLEARANCES: Kim Meismer, Director of General Operations

EXHIBITS: Library Advisory Board Ordinance

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

The Library Advisory Board (LAB) currently consists of two members appointed by City Council, two members appointed by the Commissioner's Court and one member appointed by the Friends of the Butt-Holdsworth Memorial Library. The County had one appointee's term expire in November 2010 and said they would not consider filling the position until the City-County Inter-local Agreements are finalized.

To date, the County has not appointed anyone to fill the expired term. The Library Advisory Board is operating at a disadvantage because they cannot appoint a chair or vice chair until all positions are filled.

This was discussed at the June 2011 Library Advisory Board meeting. The Board would like to recommend amending the Ordinance regarding Board appointments. They recommend the number of Board members remain five (5), one appointed by the Friends of the Library and four (4) appointed by the City Council. The Board also recommends the Ordinance be amended to stipulate all members are residents of Kerr County.

RECOMMENDED ACTION

The Library Advisory Board and staff recommend City Council approve the recommended changes to the Library Advisory Board Ordinance.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2010-05

AN ORDINANCE AMENDING CHAPTER 66, "LIBRARY," OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING ARTICLE II "LIBRARY ADVISORY BOARD", CONCERNING THE CREATION, POWERS, AND AUTHORITY OF THE LIBRARY ADVISORY BOARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, the City of Kerrville, Texas, owns and administers the Butt-Holdsworth Memorial Library ("Library"); and

WHEREAS, Kerr County provides annual funding to the City for the Library's operations as the Library offers services to all Kerr County residents; and

WHEREAS, the City Council of the City of Kerrville, Texas, previously established a Library Advisory Board for the purpose of advising and making recommendations to the City Council on matters pertaining to the Library; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 66, Article II of the Code of Ordinances of the City of Kerrville to revise the Library Advisory Board;

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

SECTION ONE. Chapter 66 "Library," Article II "Library Advisory Board" of the Code of Ordinance of the City of Kerrville, Texas, is amended in its entirety to read as follows:

"ARTICLE II. LIBRARY ADVISORY BOARD

Sec. 66-31. Definitions. The following terms shall have the meanings as follows:

Board means the Library Advisory Board.

City means the City of Kerrville, Texas.

Commissioners Court means the governing body of Kerr County, Texas.

Council means the governing body of the City of Kerrville, Texas.

County means Kerr County, Texas.

Library means the Butt-Holdsworth Memorial Library.

Approved by City Council
Date: March 9, 2010
Volume____ Page____

Procedural Rules means the Procedural Rules for Kerrville City Boards as adopted by City Council.

Sec. 66-32. Creation.

A Library Advisory Board has been created to be composed of five (5) members.

Sec. 66-33. Duties and responsibilities of the Board.

The Board shall constitute an advisory board to the Council. The Board shall have authority to hold meetings within the City and to consider and make recommendations to the Council from time to time on any and all matters pertaining to the Library. All recommendations made by the Board to the Council shall be by a majority vote of the total membership of the Board. Three voting members shall constitute a quorum for the transaction of all matters considered by the Board. The Board shall adhere to the Procedural Rules, which the City Secretary shall provide to each Board member at the time that he or she gives an oath of office.

Sec. 66-34. Composition of and appointment to the Board; ex-officio members; terms; vacancies; absences, officers, compensation; meetings.

(a) *Composition.* The Board shall be composed of five (5) members with appointments to be made as follows:

4

1) Council shall appoint two ~~(2)~~ members; from Kerr County

~~2) the Commissioners Court shall appoint two (2) members; and~~

3) the Friends of the Butt-Holdsworth Memorial Library shall appoint one (1) of its members.

(b) *Ex officio members.* Ex officio members of the Board shall consist of a member of the Council, a member of the Commissioners Court, a member of the Kerrville Genealogical Society, and the Library Director. Such ex official members shall serve without voting privileges and may act in an advisory capacity to the Board.

(c) *Terms.* All Board appointments shall serve two (2) year terms. No Board member shall serve more than two (2) consecutive two (2) year term on the Board without having at least one (1) full year off of the Board between terms. A majority of the members' terms shall expire in even-numbered years with the remaining members' terms expiring in odd-numbered years.

(d) *Vacancies.* When a vacancy occurs by means other than the expiration of the term of a Board member, the entity responsible for making the appointment, either the Council, Commissioners Court, or Friends of the Butt-Holdsworth Memorial Library, shall appoint a person to fill the vacancy for the remainder of the unexpired term.

(e) *Absences.* Members shall be subject to the attendance requirements established by the Procedural Rules.

(f) *Officers.* From its regular members, the Board shall appoint a chair and vice-chair. The Library Director, or designee, shall act as secretary. It shall be the duty of the chair to preside at all meetings of the Board and the secretary shall keep a record of all the proceedings of the Board.

(g) *Compensation.* Service on the Board is without compensation.

(h) *Meetings.* The Board shall meet on dates and times as agreed upon by the Board members, which schedule may be changed from time to time. All such meetings of the Board shall be held in accordance with the Texas Open Meetings Act."

SECTION THREE. 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 FOUR. 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 23rd day of February 2010.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the 9th day of March, 2010.

Todd A. Bock, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig

Brenda G. Craig, City Secretary

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2011-___

AN ORDINANCE AMENDING CHAPTER 66, "LIBRARY," OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY AMENDING ARTICLE II "LIBRARY ADVISORY BOARD", CONCERNING THE CREATION, POWERS, AND AUTHORITY OF THE LIBRARY ADVISORY BOARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, the City of Kerrville, Texas, owns and administers the Butt-Holdsworth Memorial Library ("Library"); and

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

WHEREAS, the LAB currently consists of two members appointed by City Council, two members appointed by the Commissioners' Court and one member appointed by the Friends of the Library; and

WHEREAS, the LAB now recommends that City Council amend the ordinance regarding appointments to the LAB such that Council appoint four members and that the Friends of the Library continue to appoint one member; and

WHEREAS, the LAB also recommends that all members are Kerr County residents; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 66, Article II of the Code of Ordinances of the City of Kerrville to revise the LAB as recommended by the LAB;

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

SECTION ONE. Section 66-34 of Chapter 66 "Library," Article II "Library Advisory Board" of the Code of Ordinance of the City of Kerrville, Texas, is amended by adding the language that is underlined in blue (<u>added</u>) and deleting the language that is bracketed and stricken in red ([~~deleted~~]) as follows:

"Sec. 66-34. Composition of and appointment to the Board; ex-officio members; terms; vacancies; absences, officers, compensation; meetings.

(a) *Composition.* The Board shall be composed of five (5) members with appointments to be made as follows:

1) Council shall appoint four [~~two~~] (4) ~~(2)~~ members; and

[~~2) the Commissioners Court shall appoint two (2) members; and~~]

2) [~~3)~~] the Friends of the Butt-Holdsworth Memorial Library shall appoint one (1) of its members.

(b) *Qualifications.* Each Board member shall be a resident of Kerr County."

SECTION TWO. 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 THREE. 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 FOUR. 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 ___ day of _________, 2011.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____ day of ___________, 2011.

____
David Wampler, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

____
Brenda G. Craig, City Secretary

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Agenda Item:
(Staff)

6A. A resolution authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee related benefits.

TO BE CONSIDERED BY THE CITY COUNCIL

CITY OF KERRVILLE, TEXAS

SUBJECT: Approve the Resolution Authorizing the Transfer of Funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to Pay for Employee Related Benefits for FY12

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED:** July 14, 2011

SUBMITTED BY: Kimberly Meismer KM
Director of General Operations

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Resolution

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

(Fees are a part of the Group Insurance line item and are spread among all divisions.)

PAYMENT TO BE MADE TO: United Healthcare, Guardian, VSP, and Lincoln

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

Due to the action taken by the Trustees of the Employee Benefit Trust to accept the contracts and authorize the City Manager to sign such contracts for FY12 employee benefits, Council will now need to consider approval of the resolution authorizing the transfer of funds from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for the employee benefits for FY12.

RECOMMENDATION

Staff recommends City Council authorize the transfer of funds in the amount not to exceed $6,800 per employee from the City of Kerrville to the City of Kerrville Employee Benefits Trust to pay for employee benefits for FY12.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. -2011

A RESOLUTION AUTHORIZING THE TRANSFER OF THE OWNERSHIP OF FUNDS FROM THE CITY OF KERRVILLE TO THE CITY OF KERRVILLE EMPLOYEE BENEFITS TRUST TO PAY FOR EMPLOYEE RELATED BENEFITS

WHEREAS, the City Council has created an Employee Benefits Trust (the "Trust") for the administration of employee benefits; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it in the public interest to transfer the ownership of the fund where gross premiums and revenue are maintained for the City's various life, disability, sick, accident, and other health benefits;

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

The City Council of the City of Kerrville, Texas, authorizes the transfer of the ownership of the City of Kerrville Internal Service Fund "05 Flex Fund Insurance" to the City of Kerrville Employee Benefits Trust.

PASSED AND APPROVED ON this the ___ day of _______ , A.D., 2011.

____
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

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Agenda Item:
(Staff)

6B. A resolution adopting a naming policy for city owned properties and facilities.

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

SUBJECT: Resolution adopting the *Naming Policy for City Owned Properties and Facilities*

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED:** July 15, 2011

SUBMITTED BY: Malcolm Matthews, Director of Parks and Recreation

CLEARANCES: Kristine Ondrias, Assistant City Manager

EXHIBITS: Naming Policy

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO: N/A
REVIEWED BY THE FINANCE DIRECTOR: N/A

SUMMARY STATEMENT

On June 28, 2011, the City Council was provided an overview of naming policies for publicly owned properties and facilities that are frequently used by governmental agencies. At that time, the City Council directed staff to proceed with drafting a policy that could be adopted by resolution.

In the attached *Naming Policy for City Owned Properties and Facilities*, staff has included language that should address the most frequent requests for naming and identified procedures that will be efficient for the City Council, staff, and public.

RECOMMENDED ACTION

It is recommended that the City Council adopt the *Naming Policy for City Owned Properties and Facilities* by resolution.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. _________

A RESOLUTION ADOPTING A NAMING POLICY FOR CITY OWNED PROPERTIES AND FACILITIES

WHEREAS, the City Council of the City of Kerrville, Texas, finds that it is in the public interest to adopt a Naming Policy for City Owned Properties and Facilities;

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

The Naming Policy for City Owned Properties and Facilities, the provisions of which are set forth in **Exhibit A** attached hereto and incorporated herein by reference, is approved and adopted.

PASSED AND APPROVED ON this the _____ day of ________, A.D., 2011.

____
David Wampler, Mayor

ATTEST:

____
Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

____
Michael C. Hayes, City Attorney

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Naming Policy for City Properties and Facilities

City of Kerrville July 26, 2011

Purpose:

The City of Kerrville Naming Policy for City owned properties and facilities has been adopted to accomplish the following:

1. ***Establish consistency and fairness in handling naming and renaming requests***
2. ***Allow an opportunity for staff, City Council, and others to perform due diligence/research***
3. ***Minimize the emotional situation that can be created***
4. ***Allow the public an opportunity to voice an opinion***
5. ***Weigh any economic or other hardships that may result***
6. ***Consider other options***

Requirements:

- Regarding an application for naming or renaming to honor an individual(s), the person(s) must have made a significant contribution to the community or facility.
- The suggested name is appropriate for the facility.
- Any renaming request of a property or facility that has previously been named after an individual, group, or event will only be considered when the original name history has been researched and included in the report to the City Council.
- Any naming/renaming should reflect the history of the community or neighborhood in which the property exists.
- Special consideration will be given for significant donations, as determined by the City Council.
- Only real property is included in this policy.
- Applicant is responsible for any significant associated costs (public or private impacts).
- Only street renamings are to be addressed by this policy, not initial naming (initial street names are provided during the platting process, then submitted to the Kerr County 911 office to ensure there are no conflicts with any existing names.).
- A public input meeting is required.
- The City Council has final authority and may choose to bypass or amend the policy procedures, approve the request, or deny the request.

Procedures:

1. The requesting party (Applicant) shall submit, in person, the original signed ***Naming Request Form*** to the City Secretary's Office at 800 Junction Hwy. Application shall include accurate information and history regarding the request.
2. The City Secretary's Office will forward a copy of the ***Naming Request Form*** to the managing department of the property or facility associated with the naming or renaming request, the City Manager, and the City Council. City staff or the City Council members may inform the City Secretary of any concerns or questions regarding the application at this time.

EXHIBIT "A"

3. Within 60 days of the date the ***Naming Request Form*** was received by the City Secretary's Office, the assigned staff will review the application's accuracy, conflicts, history, any naming or individual information associated with the application, hold a public meeting, and present the findings with a recommendation to the City Council.
4. The Applicant may be asked to provide additional historical/background information, with the appropriate time frame added to the review period identified in #3 above.
5. If the request involves a property or facility where a City Council appointed advisory board is involved, review and action by that board shall be included in the final staff report to the City Council, with the appropriate time frame added to the review period identified in #3 above.
6. Applicant will cover any costs associated with a renaming, to include plaques, special signage, costs to individuals/businesses to change mailing addresses, etc.
7. The general public shall be made aware of the request through the notification and holding of a public meeting scheduled within the designated time frames to complete the process and held as near the property that is being requested to be named or renamed as is practical. All meetings shall be held in appropriately sized and accessible facilities.
8. The City shall place a public meeting notification in a local newspaper one time no less than 1 week and no more than 2 weeks from the scheduled meeting. The notification shall include the purpose of the meeting, the requested name or name change, the specific property/facility being requested, and the time and place of the meeting. Any other methods deemed necessary to inform the public may be used.
9. A sign not less than 8½"x11" will be conspicuously placed by the City at the property/facility being requested for the naming or renaming and adhering to the same schedule and information requirements as listed in #8 above.
10. Written public comment may be submitted to the City Secretary's Office until 5:00 p.m. of the day that the public meeting is scheduled and will be considered public testimony regarding the naming/renaming.
11. The acceptance of significant donations to the City toward municipally supported projects or other stipulations given to the City may result in bypassing this policy.
12. Street renaming requests will require approval by the Kerr County 911 office to ensure there are no conflicts with any existing names.
13. Site amenities, furniture, and equipment may be named or labeled and donor plaques may be installed at facilities without adhering to the procedures of this policy.
14. If, after 90 days from receipt of the application by the City, no action by the City Council has been taken on a naming or renaming request, the application is considered denied.
15. No more than one naming/renaming request citywide shall be active at any given time and no more than one request will be considered during a six month period.
16. The City Council may choose to bypass these procedures at any time and may reject or approve the request without initiating these policy procedures.

City of Kerrville

Naming Request Form

Municipally Owned Properties and Facilities

1	**Existing Property/Facility Street Address:** **(Must Be Owned By The City Of Kerrville)**	______________________
2	**Existing Name of Property/Facility:** **(if known)**	______________________
3	**Proposed New Name:**	______________________
4	**Applicant Information:**	______________________ **Name** ______________________ **Address** ______________________ **Phone Number** ______________________ **Email** ______________________ **Signature**
5	**Association/Group making request:** **(if any)**	______________________ ______________________ **Address**
6	**Date Submitted in person (to City Secretary's Office):**	______________________

Agenda Item:
(Staff)

6C. Direction regarding the use of grey water reuse systems.

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

SUBJECT: Update and possible direction concerning the use of grey water reuse systems

FOR AGENDA OF: 7/26/11 **DATE SUBMITTED:** 7/22/11

SUBMITTED BY: Charlie Hastings. P.E. CH
Public Works Director

CLEARANCES: Todd Parton
City Manager

EXHIBITS:

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

At the 6/28/11 meeting, Council directed staff to model the effects of amending the City plumbing code to allow grey water reuse systems in the City of Kerrville and prepare a draft ordinance. While the use of grey water systems have an obvious water conservation benefit, there are other factors that were taken into consideration to more fully evaluate the effects it will have on the wastewater collection and treatment facilities. The effects of allowing grey water reuse systems are summarized in the table below.

Pros:	Cons:
Promotes potable water conservation.	Up front capital cost is high for retrofit, return on investment is approximately 10 years.
Less wastewater treatment, more capacity for growth.	Higher concentration of wastewater, harder to meet permit. Low flow causes higher collection system maintenance. Less effluent for resale or potable use.
Initial implementation and low participation rate would have little to no effect on overall wastewater system.	Participation rate of more than 25% would result in unacceptable wastewater concentrations and low flows
	Regulation needed to distribute participation evenly (if too many particpate in one area the wastewater flow will not be sufficient to push solids through the wastewater main).

Should council consider to move forward, the following key issues should be addressed:

- Limitation of participation to 25% overall and for any given location.
- Even distribution of participation to avoid wastewater collection issues (i.e. not enough wastewater flow to push solids through the collection system).
- Enforcement and policing efforts (note that it is difficult to write and enforce an ordinance that will, at some point in the future, result in denying applications for grey water reuse systems based on the 25% cap and even distribution requirements).
- All calculations were based on the assumption that grey water systems installed under this proposed change would have an efficiency of 40%. Since the preparation of this agenda bill, new information has been obtained that indicates not all grey water systems are 40% efficient, however, there has not been adequate time to fully research the new information.

RECOMMENDED ACTION

The Director of Public Works recommends that council direct staff to continue researching the effects of grey water systems and bring the item back to council in the near future.

Agenda Item:
(Staff)

6D. Interlocal agreements between the City of Kerrville and Kerr County regarding fire, emergency medical services, library, airport, and animal control operations.

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

SUBJECT: Consideration of interlocal agreements between the City of Kerrville and Kerr County regarding fire, emergency medical services, library, airport and animal control operations.

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED**: July 22, 2011

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Draft Interlocal Agreements

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

Attached are final draft agreements between the City Council and Kerr County covering the means by which both entities coordinate to address intergovernmental operations for public safety (fire and emergency medical services), airport, library and animal control efforts. A meeting between the city's and the county's representatives is scheduled for Friday, July 22, 2011, with the objective to finalize the details of each of these agendas. The finalized agreements will be presented to the City Council on July 26, 2011.

The draft agreements attached to this agenda bill are consistent with the general terms negotiated between both bodies and incorporate those changes previously established through City Council action.

The Commissioners Court is scheduled to consider these agreements at their next regularly scheduled meeting of July 25, 2011.

RECOMMENDED ACTION

A recommendation is not included since the final meeting with the county was pending at the time that this report was written. City staff will be prepared to provide a recommendation on July 26, 2011.

CoK DRAFT 7/21/11

INTERLOCAL AGREEMENT FOR FIREFIGHTING AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF KERRVILLE, TEXAS AND KERR COUNTY, TEXAS

AGREEMENT

This Interlocal Agreement for Firefighting and Emergency Medical Services between the CITY OF KERRVILLE, Texas, ("City") and KERR COUNTY, Texas, shall be effective as of October 1, 2011 ("Effective Date").

WITNESSED:

City shall provide firefighting and emergency medical services for the use and benefit of the citizens of Kerr County, Texas, to specified unincorporated areas of Kerr County, under the following terms and conditions, to-wit:

SECTION ONE. Firefighting Services.

A. **Kerrville Fire 1st Response Area**: It is understood that for the "Kerrville South" area, also known as and referred to herein as the Kerrville Fire 1st Response Area and specifically identified in the service map attached as **Exhibit A** and incorporated herein by reference, the City shall be considered the "first responder" fire department for all types of fire department related emergencies, including structural, grass/brush, and vehicle ("fire emergencies") and shall respond ~~as necessary pursuant to City fire emergency response protocols to protect the public and property for any fire department related emergency within the Kerrville Fire 1st Response~~ initially with one (1) engine and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriate. The City's Battalion Chief, or designee, at their sole discretion, may request that additional resources respond to the scene.

B. **Responses ~~into the~~Outside ~~County~~City Limits and Kerrville Fire 1st Response Area**:

1. *Firefighting*: For areas outside the City limits and the Kerrville Fire 1st Response Area, in the event of a request for service for ~~any~~ all ~~type~~ types of fire emergencies~~, including structural, grass/brush, and vehicle,~~ and the volunteer fire department for that jurisdiction ("VFD") has not responded to that request within four minutes, the VFD for that jurisdiction or Kerr County Sheriff's Department ~~dispatch~~ ("Sheriff") may request that the City respond ~~initially with 1 (one) engine, and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriate~~ ~~as necessary for~~to the fire emergency. The City shall respond initially with one (1) engine and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriate. The City's Battalion Chief, or designee, at their sole discretion, may request that additional resources respond to the scene. Otherwise, City shall not be obligated to respond unless called for assistance by the VFD or Sheriff. In the event City receives a call for service from someone other than the VFD or the Sheriff, City shall relay the call to the ~~appropriate fire department in the County~~Sheriff.

2. *Other Emergencies*: For all other non-fire types of emergencies including vehicle accidents, water and other types of rescues and searches, drowning, fuel spills, malicious and accidental false alarms, and smoke instigated responses (not actual fires), the City shall respond at the request of the VFD or Sheriff~~ initially with 1 (one) engine, and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriatenecessary to address the non-fire type of emergency~~. The City shall respond initially with one (1) engine and/or a brush truck, and/or a rescue truck with their respective personnel, as the City deems appropriate. The City's Battalion Chief, or designee, at their sole discretion, may request that additional resources respond to the scene. City shall respond to and assist with fire investigations as a courtesy to the Sheriff's Department, the Department of Public Safety, or the Texas Rangers in their determination of arson and the causes of fire.

SECTION TWO. Emergency Medical Services.

A. **EMS**. City agrees to furnish emergency medical services ("EMS") to the unincorporated areas of Kerr County ("EMS Service Area"). In addition, the City will continue its management of the Kerr County First Responder Program. For purposes of this Agreement, EMS shall include both responding to calls for emergency medical assistance and providing medical transportation services. The amount and type of equipment and number of personnel actually furnished by the City in response to any emergency call shall be ~~pursuant to City EMS response protocols~~ determined solely by City and its duly appointed agents, officers, directors, employees or subcontractors. ~~It is understood and agreed that City will give priority to calls within its own jurisdictional boundaries; however, City will use their best effort to make a timely response to each request for services within the Service Area.~~

B. **First Responder Program**. For the purposes of this Agreement, "Management of the County First Responder Program" shall mean and include the following services: The City shall manage the operations of the First Responder services by maintaining, ordering, storing, and restocking equipment and supplies; request and manage the budget expenditures, in addition to grant writing and proposals to obtain non-budgeted equipment; assist personnel by managing and/or administering the medical continuing education program, ~~teaching and coordinating education classes; file and maintain patient care reports, ensuring performance improvement through periodic run review with the Medical Director,~~ and ensure the compliance with the EMS protocols and Standard Operating Guidelines. The City's EMS Coordinator shall also be the Infection Control Officer, HIPAA Privacy Officer, and representative to the Medical Director and Fire Department Personnel.

C. **Response Times**. City shall make reasonable efforts to maintain emergency response times for the ~~unincorporated areas of Kerr County~~EMS Service Area at an average of twelve (12) minutes for all calls. The City shall make reasonable efforts to provide at least two (2) ambulances manned 24 hours per day, 365 days per year capable of responding to City and County calls for service. The ambulances shall be staffed in accordance with the City's EMS Medical Protocols and EMS Standard Operating Guidelines. City shall continuously monitor its compliance with this provision.

However, such response times may be waived in times of natural disasters or other catastrophic events which limits or renders performance standards substantially impossible.

D. EMS Vehicles. City shall maintain its EMS vehicles in accordance with the Texas Department of State Health Services EMS provider rules and regulations at all times, and shall provide patient care supplies, medical equipment, vehicle maintenance and regular equipment and vehicle inspections, calibrations and checks as determined by City to be appropriate.

E. Medical Director. The provision of EMS under this Agreement shall be directed, supported, and supervised by a licensed physician who shall be designated by City as its Medical Director for EMS.

F. Reports. Upon written request, City shall provide quarterly run reports to County regarding the number of EMS responses made into the unincorporated areas of the County. Such report shall be a summary of the response codes obtained from "Emergency Response Report" provided as part of the EMS software used by the City. County may request in writing additional reports as needed as long as the information sought does not impinge on required patient confidentiality, violate federal or state law, and County pays the cost of producing such additional reports.

G. Additional Services. In carrying out EMS, City shall provide vehicle extrication, additional personnel, and establishment of landing zones for helicopter services as needed and as determined by the incident commander. In furtherance of meeting its obligations under this Agreement, City may enter into such contracts and interlocal agreements with local governmental entities and/or private companies as they deem necessary or appropriate to provide the services and coverage required.

H. Non-dedicated Ambulance. If personnel and equipment are available, City ~~shall~~ may provide one (1) non-dedicated, stand-by ambulance at community events ~~and activities~~ within City's ~~or its~~ Extraterritorial Jurisdiction (ETJ) upon fourteen (14) days written notice of such request by County at no additional cost. County ~~It is understood~~ understands and ~~agreed~~ agrees that~~an~~ the City ambulance providing such service will remain available to respond to calls for services ~~anywhere within Kerr County~~at other locations and will leave the ~~assigned~~ event when required ~~for such calls~~. The City is not obligated to replace the ~~No replacement~~ ambulance ~~shall be provided~~ for the event during the periods when the ambulance is being otherwise utilized.

I. Dedicated Ambulance. Should County desire a dedicated ambulance for a community event ~~or activity~~, County must request such in writing with City a minimum of fourteen (14) days prior to the event ~~or activity~~. If personnel and equipment are available, City ~~shall~~ may locate an ambulance at the event ~~or activity~~ for ~~its~~ the duration of the event unless or until a transport from the event is needed. It is further understood should another ambulance not be available to transport a patient from the event, the assigned ambulance may be required to depart the ~~assigned area~~event. Upon the departure of the assigned ambulance, no replacement ambulance shall be available until such time as the assigned ~~unit~~ ambulance returns. In accordance with the City's fee schedule as adopted City Council, County shall pay City the required hourly fee for such service.

J~~HH~~. **Patient and Third-party Billing.** City, including any and all of its agents and subcontractors operating hereunder, shall be entitled, in their sole discretion, to separately charge the patient/customer for their services based on the prices set by the City. Prices charged shall be based upon a number of factors, including location of the call, level of service provided, type of care rendered, supplies used, personnel used, and other mitigating or contributing factors to include cost of Medicare disallowance, cost of collection, and other related costs. Any and all costs provided for herein shall survive the expiration of this Agreement.

SECTION THREE. County's Costs. County shall pay the City $500,000.00 for the City's firefighting services and $400,000.00 for emergency medical services. Payment shall be in equal monthly payments due and payable beginning on or before October 1, 2011 and continuing on the first day of each month. Failure by the County to make a payment to the City by these dates shall result in the automatic imposition of a 1% penalty for the amount then due, which the County shall add to its payment to the City.

SECTION FOUR. Cost Increase. Following the first year of this Agreement, the costs to be paid by the County shall increase each year of the Agreement by adding an inflationary adjustment which shall be equal to the greater of 2% or the inflation increase as defined by the Consumers Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor (C.P.I.). If publication of the C.P.I. is discontinued, any similar index published and recognized by the financial community, as a substitute for the C.P.I. shall be used in its place.

SECTION FIVE. Term. This Agreement shall remain in effect ~~from year to year, but may be terminated as of~~through September 30, 2014~~, or any subsequent year, by either party giving one-hundred eighty (180) days written notice thereof.~~

SECTION SIX. Liability. ~~Pursuant to Tex. Gov't Code §791.006, the Parties agree to be jointly and severally responsible for civil liability that arises from the furnishing or obtaining services under this Agreement.~~ Pursuant to Section 791.006 of the Texas Government Code, County hereby accepts, and in so doing releases City from, responsibility for civil liability that arises from the furnishing or obtaining services under this Agreement. To the extent authorized by law, County agrees to indemnify and hold harmless City for any damages or injuries to any person, or the property of such person, which damage or injuries result from answering or performing fire calls outside the City.

SECTION SEVEN. ~~City's~~ Right to Terminate. Either party may terminate the Agreement for any reason upon the terminating party giving the nonterminating party one-hundred eighty (180) days written notice thereof. In addition, should the County fail to pay the City pursuant to Section Three, above, the City shall have the right to terminate following delivery of its written notice to the County of this event and its decision to terminate, and the expiration of thirty (30) days from the date that payment was due.~~It is understood and agreed that should City's fire insurance rate be jeopardized in~~

~~any manner as a result of answering fire calls outside City's limits, City shall have the right to terminate this Agreement upon giving sixty (60) days written notice hereof.~~

SECTION EIGHT. City Discretion in Providing Services. The parties understand and agree that City's primary fire fighting responsibilities are in the City and at the site of the greatest emergency; therefore, City reserves the reasonable discretion to delay, to fail to respond, or to pull away from any call, whether in City or out, in order to respond adequately to an in-City report, or to other emergencies of the greatest degree, as solely determined by City.

SECTION NINE. City's Control. It is expressly understood that in the performance of the obligations taken under this Agreement, City is an independent contractor with the sole right to supervise, manage, control and direct the provision of its employees and agents. Further, County shall look to the City for performance only and shall have no right at any time to direct or supervise the City, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.

SECTION TEN. Compliance with Law. City shall observe and comply with all federal, state, and local laws, rules, ordinances, and regulations in providing services under this Agreement.

SECTION ELEVEN. Miscellaneous.

A. For purposes of this Agreement, all notices required hereunder shall be delivered to the following addresses of the respective parties via hand delivery or first class, prepaid mail:

For the City of Kerrville:

City of Kerrville
c/o City Manager
800 Junction Highway
Kerrville, TX 78028

with copy to:

City of Kerrville
c/o Fire Chief
87 Coronado
Kerrville, TX 78028

For the County:

Kerr County
c/o County Judge
Kerr County Courthouse
700 Main Street
Kerrville, TX 78028

B. This Agreement supersedes all written or oral representations of the parties as to the content, obligations or performance of the provision of emergency medical services by City to County. Any modification to this Agreement shall be of no force or effect unless in writing and signed by both parties. Each party hereto certifies that the covenants and obligations stated in this Agreement constitute the duly authorized act and agreement of the respective entity and that the persons affixing their signatures below have obtained all requisite approvals for the execution of this Agreement.

C. The validity of the Agreement and any of its terms or provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Exclusive venue for any action concerning this Agreement shall be in Kerr County, Texas.

D. Pursuant to Section 791.015 of the Texas Government Code, the parties may agree to submit disputes arising from this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code.

E. In the event an Emergency Services District (ESD) is created whose purpose is to fund the services provided for under this Agreement, County may, at its sole discretion, either terminate all or part of ~~this~~ the services provided by City under this Agreement. To be effective, County shall provide a written notice of termination to City with the effective date being 180 days from the date that the City receives such notice or, the end of City's current fiscal year (September 30), whichever time is greater ~~with 180 days written notice to the City for the service whose purpose the ESD was created to provide~~. Should termination occur, ~~OR~~ the County may assign this Agreement to the ESD, subject to ~~with~~ written notice to and approval of the City. At a minimum, ~~Such~~such ~~an~~ assignment is not effective until the ESD agrees in writing to assume the obligations assigned by the County from this Agreement; once the ESD has agreed to assume the assigned obligations including cost of providing the service or services, the County is released and discharged from its responsibility for those obligations under this Agreement. Otherwise, n~~N~~either~~D. Neither~~ party may assign any right under this Agreement, and any purported assignment will be null and void and a breach of the Agreement.

F. Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained within this Agreement shall run to or be enforceable by any party other than a party to this Agreement.

G. In the event either party pursues litigation in order to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, in addition to any and all other remedies, costs and damages permitted by law.

EXECUTED this the _______ day of _______________________, A.D., 2011.

CITY OF KERRVILLE, TEXAS	COUNTY OF KERR, TEXAS
______________________________	______________________________
David Wampler, Mayor	Pat Tinley, County Judge
ATTEST	ATTEST
______________________________	______________________________
Brenda G. Craig, City Secretary	Jannett Pieper, County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

Robert Henneke, County Attorney

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CoK Draft 7/21/11

INTERLOCAL AGREEMENT FOR LIBRARY SERVICES BETWEEN CITY OF KERRVILLE, TEXAS, AND KERR COUNTY, TEXAS

This Interlocal Agreement for Library Services ("Agreement") is made and entered into between the City of Kerrville, Texas ("City") and Kerr County, Texas ("County") and shall be effective as of October 1, 2011, for the term stated below.

WHEREAS, City owns and administers the Butt-Holdsworth Memorial Library ("Library"); and

WHEREAS, the Library provides services to all Kerr County residents including those who reside within the City;

NOW THEREFORE, for and in consideration of the premises and the mutual benefits, covenants, promises and agreements hereinafter set forth, City and County agree:

1. City assumes the function of a County free library system in accordance with Section 323.011, Texas Local Government Code.

2. Management, ownership, and control of the Library and its employees, resources, and equipment shall remain vested in and/or remain the sole responsibility of the City.

3. The Library shall maintain accreditation in accordance with the Texas Administrative Code, Title 13, Part 1, Chapter 1, Subchapter C with services based on a Kerr County population estimate of 48,381.

4. The Library Advisory Board shall remain in existence and it shall continue to provide oversight of Library operations.

5.

~~Term:~~

~~a.~~ The term of this Agreement shall be from October 1, 2011 through September 30, 2014 ("Initial Term"). This Agreement shall remain in full force and effect through its Initial Term, unless terminated pursuant to Section 6, below.

6. Termination:

   a. Based upon budgetary constraints, either City or County may terminate this Agreement by providing written notice to the other Party not later than March 1 of any year. Any such termination will not be effective until the end of the City's current fiscal year (September 30).

   b. This Agreement may be terminated for cause, provided that in the event of the breach, the non-breaching Party shall give written notice to the breaching Party specifically stating the provision of this Agreement alleged to have been breached and the factual basis underlying the alleged breach. Within thirty (30) days after receipt of notice, the breaching Party shall: i) cure said breach; or ii) contest the alleged breach. Failure to cure the breach or contest the alleged breach within this thirty (30) day period shall be deemed a material breach of this Agreement and shall authorize the non-breaching Party to unilaterally terminate this Agreement, upon delivery of written notice of termination via certified mail or personal delivery, to the breaching Party. Termination shall be effective upon receipt of said notice.

   ~~b.~~c. Should the County fail to pay the City or pay an amount less than required under Section 7, below, the City, upon written notice delivered to County, shall have the right to terminate the Agreement, with the effective termination date being at the expiration of thirty (30) days from the date that payment was due.

   ~~c.~~d. This Agreement may be terminated at any time by mutual agreement of the Parties.

7. Payment by County:

   a. In exchange and consideration for the City's provision of Library services under this Agreement during the Initial Term, County agrees to pay City $200,000.00 annually contingent each year upon the award of a grant by the Cailloux Foundation to the County. In the event that the Cailloux Foundation ~~during the Initial Term~~ elects not to donate to Kerr County for the purpose of funding the Library or elects to donate an annual sum less than $200,000.00, then Kerr County shall not have any obligation to pay any sum under this Agreement greater than the Cailloux Foundation's annual donation.

   b. County shall make full payment to the City on or before November 1 of each year of the Initial Term. Failure by the County to make full payment to the City by this date shall result in the automatic imposition of a 1% penalty for the amount then due, which the County shall add to its payment to the City. ~~Payment for the Initial Term shall be in equal monthly payments due and payable beginning on or before FebruaryOctober 1 with subsequent payments being due, 2011, and continuing on or before February 1 for each year that the Agreement continuesthe first day of each month.~~

8. Payment by City: The City shall annually fund the Library at or above the annual payment made by the County for each fiscal year. In addition, the City shall be responsible for capital improvements, major building maintenance, and depreciation.

9. Library Budget:

   a. City shall develop and submit an annual budget for Library operations ("Library Budget") to the County.

   b. City shall submit its Library Budget to the County not later than July 1 of each year.

10. The City shall operate the Library and the hours that it is open to the public in a manner consistent with programming established in the approved budget. The City may change the standard operating hours from time to time for holidays, building renovations/construction, weather conditions, or other unforeseen situations. The City intends to add programming for youth services and to hire a Youth Services Librarian

11. This Agreement shall be binding upon Parties hereto; provide, however, that neither the City nor the County shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

12. This Agreement has been made in and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Kerr County, Texas.

13. Notice to City provided herein shall be sufficient if sent by first class mail, postage prepaid to:

    City Manager's Office
    City of Kerrville
    800 Junction Highway
    Kerrville, TX 78028

    And notice to County, if sent by first class mail, postage prepaid addressed to:

    County Judge
    Kerr County Courthouse
    700 Main Street, Ste. 101
    Kerrville, TX 78028

    Or to such other addresses as the Parties may designate to each other in writing.

APPROVED AND ADOPTED by the City Council for the City of Kerrville on the ______day of ____________________2011; and by Commissioners Court of Kerr County, State of Texas, on the ____ day of __________________2011.

CITY OF KERRVILLE, TEXAS

____
David Wampler, Mayor

COUNTY OF KERR, TEXAS

____
Pat Tinley, County Judge

Date: ____________________	Date: ____________________
ATTEST:	ATTEST:
____________________	
Brenda G. Craig, City ~~Clerk~~Secretary	Jannett Pieper, County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
____________________	____________________
Michael C. Hayes, City Attorney	Robert Henneke, County Attorney

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AGREEMENT BETWEEN KERR COUNTY, TEXAS AND CITY OF KERRVILLE, TEXAS REGARDING PROVISION OF ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services between the City of Kerrville, Texas ("City") and Kerr County, Texas ("County") shall be effective as of October 1, 2011.

WHEREAS, Texas Health and Safety Code §826.016 authorizes the governing body of a municipality and the commissioners court of a county to enter into contracts with public entities to carry out the activities required or authorized under Chapter 826 of the Texas Health and Safety Code; and

WHEREAS, in order to preserve taxpayer funded resources through elimination of duplication, the Commissioners Court of Kerr County, Texas and the City Council of the City of Kerrville, Texas in the enforcement of the Rabies Control Act and other State laws, Parties find it to be in the public interest that the County be responsible for the enforcement off animal control regulations within the City and County; and

WHEREAS, the County agrees to provide animal control services within the municipal limits for the City of Kerrville as part of the services the City and County provide to each other for the public interest through various interlocal agreements; and

NOW, THEREFORE, in consideration of the recitals set forth above and covenants expressed herein, and in accordance with Texas Health and Safety §826.016 and the Interlocal Cooperation act, the City and County execute an Agreement pursuant to Interlocal Cooperation Act (Texas Government Code §791.001) whereby the County agrees to operate an animal control facility for the mutual benefit of City and County, and the City and County hereby agree as follows:

1. Purpose: The intent of this Agreement is to establish the terms and conditions between City and County whereby County agrees to enforce animal control laws and regulations within City's incorporated limits to the extent County does not already possess exclusive jurisdiction for enforcement, including but not limited to, enforcement of:

    a. The Rabies Control Act, as amended;

    b. Chapter 822 of the Texas Health and Safety Code, related to dangerous dogs, and other applicable state statutes of animals and animal diseases.

    Nothing herein shall obligate the County to enforce City animal control ordinance provisions.

2. Enforcement of Zoning Regulations Excluded: This Agreement does not require or authorize the County to enforce any provision of the zoning regulations for the City of Kerrville, Texas related to the use and development of property within the City's incorporated limits.

3. The term of this Agreement shall be from October 1, 2011 through September 30, 2014 ("Initial Term"). This Agreement shall remain in full force and effect through its Initial Term. This Agreement may be terminated by mutual agreement at any time upon such terms and conditions as the parties agree. The parties agree that this Agreement shall renew automatically for one-year periods following the Initial Term unless terminated in writing by either Party effective the expiration of the Initial Term. All terms and covenants of this Agreement shall apply to the renewal period.

4. Service: County agrees to provide the following services:

    a. Staff: County agrees to provide:

        i. Emergency call-out related to Rabies Control Act during all times other than weekday business hours;

        ii. Call response to City and County residents' complaints within a reasonable time period.

    b. Facility: County shall furnish a Facility sufficient to meet State of Texas requirements and provide the services stated herein.

    c. Operation: County shall operate and maintain the Facility in compliance with State statutes, rules and regulations. Such operation shall include:

        i. The Facility shall be open to the public for the delivery of animals five (5) days per week during normal business hours.

        ii. The Facility operator shall be on call outside of business hours in order to take emergency cases related to the Rabies Control Act or at law enforcement request, and if necessary open the Facility to the public for such cases.

        iii. County shall provide routine daily care of animals at the Facility including weekends and holidays.

        iv. County shall provide adequate segregated quarters at the Facility for the quarantining of animals in bite cases and other emergency cases, as provided by State law and City and County ordinances.

        v. County shall render euthanasia services pursuant to State law, and such that the Facility will be operated in an uncrowded manner. County will dispose of euthanized animals pursuant to State statutes.

        vi. County will accept for holding at the Facility stray dogs and cats from the public and from City and County animal control officers and City employees and officials.

vii. County will manage the reclamation of animals by their owners and the adoption of unclaimed animals by the public.

viii. County will not be responsible for collection of dead animals from street rights-of-way within the City.

d. Facility Fees: Fees charged those persons registering, reclaiming, or adopting an animal shall be determined pursuant and subject to the budget approval process provided by State statute.

5. Cooperation: City agrees to immediately notify Kerr County Animal Control of any animal bite cases. Kerrville Police Department agrees to fully cooperate with Kerr County Animal Control in the enforcement of animal control laws and regulations within City's incorporated limits.

6. Consideration: City agrees for County to retain all revenue generated from the issuance and collecting for animal licenses, fees and court costs from citations issued under this Agreement, and any and all other sums generated by the County through its provision of animal control services.

7. City Animal Control Revenues: During the terms of this Agreement and any extension thereof:

    a. County shall be responsible for issuing and collecting for animal licenses for those animals whose owners reside within the City limits and shall retain the revenue derived therefrom. Said revenues shall remain with the County.

        ii. County animal control officers shall file all Class "C" misdemeanors related to violation of animal control regulations, as defined in Section 1 of this Agreement, in the Justice of the Peace court for the precinct where the violation occurred including violations that occur within the City limits of Kerrville. All fee and court cost revenue shall remain with the County.

    b. County shall maintain confidentiality of certain information in dog and cat registry pursuant to Texas Health and Safety Code Chapter 826.

8. Appointment of Local Rabies Control Authority: During the term of this Agreement, City agrees that the person appointed by the County to serve as the Local Rabies Control Authority shall be the Kerr County Animal Control Director for purposes of the Rabies Control Act.

9. Default:

    a. In the event of default by County in the performance of its obligations hereunder, and County fails to cure such default within thirty (30) days after receipt of written notice from City, City, at its option, and without prejudice to any other remedy City may have for County's breach of this Agreement, may terminate this Agreement not earlier than thirty (30) days after delivering written notice of termination to County.

10. Independent Operations: In the performance of its obligations hereunder, County has the exclusive right to supervise, manage, control, and direct its employees in the performance of the services hereunder. City shall look to County for results only and shall not have the right to direct the County or any of its officers or employees in the performance of such services or as to the manner, means, or methods in which the services are performed except as herein expressly provided

11. No Assignment: This Agreement shall be binding upon parties hereto: provided, however, that neither the City nor the County shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

12. Applicable Law: This Agreement has been made in and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Kerr County, Texas.

13. Notice: Notice to City provided herein shall be sufficient if sent by first class mail, postage prepaid to:

    City Manager's Office
    City of Kerrville
    800 Junction Highway
    Kerrville, TX 78028

    and notices to County, if sent by first class mail, postage prepaid addressed to:

    County Judge
    Kerr County Courthouse
    700 Main Street
    Kerrville, TX 78028

    Or to such other addresses as the parties may designate to each other in writing.

14. This Agreement is subject to the Texas Public Information Act.

SIGNED AND AGREED on the dates indicated by the parties below.

CITY OF KERRVILLE, TEXAS	COUNTY OF KERR, TEXAS
By:________________________	By:________________________
David Wampler, Mayor	Pat Tinley, County Judge
Date:________________________	Date:________________________

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Jannett Pieper, Kerr County Clerk

INTERLOCAL AGREEMENT FOR THE CONTINUED EXISTENCE OF A JOINT AIRPORT BOARD TO PROVIDE MANAGEMENT OF KERRVILLE/KERR COUNTY AIRPORT

This Joint Action Agreement ("Agreement"), pursuant to Chapter 22 of the Texas Transportation Code, is entered into between Kerr County, Texas ("County") and the City of Kerrville, Texas ("City"), also referred to individually as "Party", or collectively as "Parties", on the _____ day of ________________, 20___.

WHEREAS, County and City jointly own the real property upon which is located the Kerrville/Kerr County Airport, sometimes referred to as Louis Schreiner Field ("Airport"); and,

WHEREAS, County and City have previously, by their actions, jointly managed said Airport under Tex. Rev. Civ. Stat. Ann. Art. 46d, Municipal Airport Act, the statutory predecessor to Chapter 22 of the Texas Transportation Code ("Code"); and

WHEREAS, County and City find that it is in the best interests of the citizens of County and City for the Airport to continue to be managed by a Joint Airport Board pursuant to the Code; and

WHEREAS, County and City are desirous of the continuous operation of the Airport in an effective manner; and

WHEREAS, County and City now reconstitute and reorganize the Joint Airport Board to reflect the terms of this Agreement;

NOW, THEREFORE, in consideration of these promises, covenants, and agreements, the Parties agree as follows:

1. **Duration of Agreement**: This Agreement shall be effective on the date it is fully executed by the Parties, and shall terminate on September 30, 2014. Thereafter, this Agreement shall automatically be renewed for five year terms, unless terminated as provided for below.

2. **Proportionate Interest in Airport Property**: Each Party owns an equal, undivided interest in the real property and assets located within the bounds of the Airport, more particularly described in **Exhibit A,** and as that property description may be expanded or developed, and in the buildings, improvements, and other fixtures located on the property. Title to all Airport property shall remain jointly vested in the County and City.

3. **Joint Airport Board**: The Parties affirm the creation and continued existence of the Joint Airport Board ("Board"). The Board shall consist and operate as follows:

   (a) Membership. The Board shall be comprised of five members. The approval by each Party is required to constitute an appointment to the Board. The current Board members as of September 30, 2011, are hereby reappointed by the Parties to serve the remainder of their Term of Office left as of September 30, 2011.

(b) Term of Office. Each Board member shall be appointed for a two year term and shall continue to serve in this capacity until their successor is appointed and is duly qualified. Upon the death of any member or should any member resign or for any reason become unable to serve, a replacement shall be appointed in the same manner as provided below to fill the vacancy for the unexpired term.

(c) Oath and Bond. Following appointment, each Board member shall qualify for office by taking the required oath of office before the County Judge.

(d) Appointment. The process for appointment by action of each Party shall be as designated below:

1) Each Party shall make two appointments to the Board. The resulting Board members shall then appoint a fifth member to the Board, who shall then serve as the President of the Board.~~The Board shall recommend persons to the County and City for consideration of appointment. The Board shall submit the names of such persons to each Party at least 60 days prior to the end of the particular place's term. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approceal of the Parties. In the event that a candidate recommended by the Board is not appointed by either Party, the Board shall recommend an alternative candidate. In the event that this second candidate is not appointed by either Party, the Board shall select another candidate who will be automatically appointed to the Board without the approval of the Parties.Both parties must vote to appoint each member to the Board.~~

2) It is deemed desirable that all Board members possess and will contribute a balance of expertise in business, financial, aviation, or management training and experience. Appointments shall be made on or before June 1 of each year.

3) Replacement of members shall be in the same manner and under the same qualification as described above with such replacement being appointed to fulfill only that portion of the remaining term.

4) Any Board member may be removed by a majority vote of each Party, for any reason. In addition, the Board may recommend to the County and City that a Board member be removed.

5) Board members shall be eligible for reappointment, but Board members are prohibited from serving more than 3 consecutive, 2-year terms. Only reappointments made after October 1, 2011, shall count towards this limitation.

(e) Officers: Following the Board's appointment of a President, pursuant to subsection 3)(d)1), above, ~~The~~the Board shall appoint a ~~President and~~ Vice President who shall be selected from the Board's membership. If the Board appoints a Treasurer, the Treasurer shall execute a bond in an amount determined by the Board, with a corporate surety authorized to do business in the State of Texas and conditioned upon the faithful performance of the treasurer's duties. In addition, the Board shall appoint a secretary who shall record the minutes of the Board meetings. The term for each position shall be for two years.

(f) Compensation: Service on the Board is without compensation. However, each Board member is entitled to reimbursement for necessary expenses incurred in the performance of his/her duties as a Board member, subject to the Board Budget and a written Board policy regarding the reimbursement of expenses, which has been approved by each Party.

(g) Authority, Powers and Duties: The Board shall have the following authority, powers and duties:

1) The Board may exercise on behalf of the Parties any power possessed by either Party and those specifically provided by the Code, including the power to lease property and facilities, and to buy and sell goods as an incident to the operation of the Airport. However, the Board is not authorized to impose a property tax, sell bonds, or otherwise enter into other debt instruments, dispose of Airport property, or exercise the power of eminent domain without the prior written consent of each Party.

2) The Board, following the prior written consent of each Party, has the authority to apply for and to execute grant funding agreements.

3) The Board may improve, equip, maintain, operate, manage, regulate, protect, and police the Airport.

4) The Board may realign, alter, acquire, abandon, or close a portion of a roadway or alleyway without a showing of paramount importance if the portions to be realigned, altered, abandoned, or closed are in the geographical boundaries of the Airport at the time of or after the realignment, alteration, acquisition, abandonment, or closing.

5) The Board shall have the responsibility and be in charge of the property, improvements, and other assets of the Airport and shall be in charge of the disbursement of Airport funds for Airport purposes, and pursuant to the

approved Board Budget. The Board shall also cause records to be kept of any and all revenues and disbursements.

6) The Board shall maintain a fund for the purpose of depositing all revenues of the Airport, including each Party's share of the operating costs. This fund shall be kept and managed by the Board and shall be established at a bank with a branch in Kerr County. Federal, state, or other contributions or loans and the revenue obtained from the operation of the Airport shall be deposited to the credit of the joint fund.

7) The Board shall have an audit of the financial affairs of the Board and its operation of the Airport conducted each year by an independent accountant and shall furnish the audit to each Party no later than February ~~27~~ 28 of each year.

8) The Board shall ensure that all records regarding the operation of the Airport are maintained, retained, and made available for public review in accordance with the Texas Public Information Act. All records shall be maintained at the Airport.

9) The Board shall hire and employ an Airport Manager ("Manager") and such other employees as are necessary for the operation of the Airport.

10) The Board, through its Manager and any other employees, shall be responsible for the day-to-day management of the Airport. Toward that end, the Board is authorized to enter into service contracts with other public or private entities, but where such a contract exceeds $25,000.00, both Parties must approve the contract.

11) The Board may adopt resolutions, rules, and orders for the operation of the Airport.

12) The Board may lease Airport property and may adopt fees and rental rates with respect to the use of Airport services or use of Airport property. Such fees and rates ~~should~~ shall be~~, to the extent possible,~~ included within the Board Budget, which may be amended by the approval of both Parties.

13) The Parties acknowledge that the Airport property is within the City's limits and is subject to the City's regulations and that land adjacent to the Airport but outside the City limits is subject to the adoption, administration, and enforcement by either a County or Joint Airport Zoning Board of airport hazard area and compatible land use zoning. However, the Board shall monitor and consider appropriate zoning for the Airport and the immediately surrounding areas whose use may impact Airport operations.

14) The Board shall adopt policies and procedures for the purchase of goods and services and for the accounting of the Airport's finances, each in accordance with state law.

15) The Board may insure itself, its contractors and subcontractors against liability arising from the operation of the Airport for damages to the person or property of others, workers' compensation, and officers' and employees' liability. The insurance may consist of self-insurance and/or purchased insurance.

16) The Board is prohibited from giving, leasing, or otherwise allowing the use of any part of the Airport for no value or less than market value, without first having received approval from both Parties.

~~16)~~17) The Board shall comply with the Code and other state laws and local laws in all respects.

(h) Meetings: The Board shall meet on dates and times as agreed upon by the Board, which schedule may be changed from time to time; however in no event shall the Board meet less frequently than once per calendar quarter. The President of the Board or any two Board members shall have the authority to call a meeting. All such meetings of the Board shall be held in accordance with the Texas Open Meetings Act and three members of the Board shall constitute a quorum of the Board. The Board shall make its own rules of order, by-laws, set the time and place for regular meetings, and shall keep minutes of its meetings.

(i) Fiscal year. The Board shall observe a fiscal year that begins each October 1 and ends September 30.

(j) Reporting. The Board shall provide quarterly written reports to each Party regarding the operations of the Airport and its finances.

(k) Litigation. The Board shall not enter into litigation of any kind without prior approval from both Parties. However, the Board may provide an appropriate response to a lawsuit or claim filed against it in an effort to protect its rights and defenses prior to any approval from both Parties.

4. **Board Budget**: The Board is responsible for the operations and needs of the Airport and shall develop ~~and approve~~ a budget for Airport operations ("Board Budget") to be approved by both Parties. The Board Budget shall consist of the following parts: 1) maintenance and operations; and 2) capital improvements. For purposes of this Agreement, "capital improvements" are defined as a project that will result in a physical object with a value of $~~25,000~~5,000.00 or more. The Board shall submit and present the Board Budget to the County and the City for approval. Should either Party not approve the Board Budget, the previous year's Board Budget shall be automatically adopted for the upcoming year.

(a) Submission Required. The Board shall submit the Board Budget to both Parties not later than June 1st of each year for Parties' consideration no later than September 30 of each year.

(b) Content and Format. The Board Budget shall substantially conform to the format and line item content as specified and depicted in **Exhibit A**.

(c) Excess Spending Prohibited. Without the prior written approval of each Party, the Board shall not spend nor incur obligations which at any time will exceed ~~the total amount of any line item of the total amount of~~ the Board Budget approved and adopted by the County and City for that current fiscal year. The Board is authorized to move funds between line items, but in no event shall the funds being moved over fiscal year period exceed 2% of the Board Budget for that year.

(d) Airport Revenues. The Board shall only use revenues generated by operation of the Airport for Airport purposes.

(e) Board Budget Calculation. The Board shall ~~determine~~ create a draft Board Budget as follows:

(1) Total of all revenues, not including contributions from the Parties, less total expenses, which shall include all grant matches.

(2) Where a negative sum occurs, the Board shall seek contributions from the Parties as provided below.

5. **County and City Funding**: To assure the objective of the continuation of efficient Airport operations, each Party is obligated to the other Party to contribute funds as follows:

(a) Maintenance and Operations. Subject to the authority of each Party to terminate the Agreement at the end of any fiscal year, the County and City shall each fund one-half (1/2) of all the costs related to the maintenance and operations part of the Board Budget or the County and City shall each fund $175,000.00, whichever is less~~, but in no event shall the contribution by both parties be less than that required for the Airport to meet its federal grant assurances~~.

(b) Capital Improvements. The County and City shall be equally responsible for expenses directly resulting from the part of the Board Budget regarding capital improvements. On an annual basis as part of the draft Board Budget review process, both Parties must review proposed capital improvement projects. Only those projects approved as part of the Board Budget shall be submitted for bidding, where applicable, and construction.

(c) Schedule of Payments. Pursuant to the Board Budget and the amount of each Party's contributions, each Party shall forward 12 equal monthly payments to the

Board in the amount of 1/12th of their total contribution on or before the 15th day of each month.

6. **Management Services**. The County and Board shall amend their management services agreement to add a specific value for the services provided, a "termination for cause" provision, and a provision that the agreement only last one year, but automatically renews unless terminated by either the Board or the County.

7. **Amendment**: This Agreement may only be amended by written agreement of the Parties.

8. **Termination of Agreement Prior to Expiration**: This Agreement may be terminated by either Party to become effective at the end of the current fiscal year. To effectuate the termination, the Party seeking termination must provide written notice to the other Party at least 90 days prior to the end of the fiscal year.

9. **Notices**: Any notice required or permitted to be given pursuant to this Agreement or under the laws of this state shall be given in writing and may be given via the United States Postal Service, certified mail, or commercial courier service, addressed to the applicable Party at the address set forth below:

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

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

Board: Joint Airport Board
Attention: Airport Manager
Kerrville/Kerr County Airport
1875 Airport Loop Road
Kerrville, TX 78028

10. **Governing Law and Venue**: This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Kerr County, Texas.

11. **Severability**: If any provision of this Agreement is invalid or unenforceable, this Agreement shall be considered severable as to such provision, and the remainder of this Agreement shall remain valid and binding as though such invalid or unenforceable provision was not included.

12. **Captions**: Section headings are inserted herein only as a matter of convenience and for reference, and in no way defines, limits, or describes the scope or intent to any provision.

13. **Use of Language**: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

14. **Entire Agreement**: This Agreement embodies the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter. This Agreement shall not be amended, discharged or extended, except by written instrument executed by the Parties. The Parties agree that no representations or warranties shall be binding upon either Party unless expressed in writing in the Agreement.

15. **Multiple Counterparts**: This Agreement may be executed in multiple counterparts, each of which constitutes an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be legally executed this ______ day of __________________, 20____.

CITY OF KERRVILLE	COUNTY OF KERR, TEXAS
By:____________________	By:____________________
David Wampler, Mayor	Pat Tinley, County Judge
ATTEST:	ATTEST:
____________________	____________________
Brenda G. Craig, City Secretary	Jannett Pieper, County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
____________________	____________________
Michael C. Hayes, City Attorney	Robert Henneke, County Attorney

<u>Agenda Item:</u>
(Staff)

6E. Update regarding Lower Colorado River Authority Transmission Services Corporation (LCRA-TSC) application for the proposed McCamey D to Kendall to Gillespie CREZ project PUC Docket No. 38354; City of Kerrville, Kerrville Public Utility Board, and City of Junction v. PUC, Cause No. D-1-GV-000324, in the 98th District Court of Travis County.

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

SUBJECT: Update regarding Lower Colorado River Authority Transmission Services Corporation application for the proposed McCamey D to Kendall to Gillespie CREZ project.

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED**: July 18, 2011

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: None

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: TP

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

City Staff will provide on update regarding the CREZ Project.

RECOMMENDED ACTION

Discussion and possible action as may be necessary.

Agenda Item:
(Staff)

6F. Presentation of the FY12 proposed budget.

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

SUBJECT: Submission of the City Manager's FY 2012 Proposed Budget

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED**: July 14, 2011

SUBMITTED BY: Mike Erwin
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: FY 2012 Proposed Budget, presented at meeting

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

As required by the City Charter, the City of Kerrville's FY 2012 Proposed Budget and accompanying budget message are hereby submitted to the City Council and the City Secretary.

RECOMMENDED ACTION

Accept the City Manager's FY 2012 Proposed Budget for review.

<u>Agenda Item:</u>
(Staff)

7A. Budget and economic update.

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

SUBJECT: Kerrville Budget/Economic Update

FOR AGENDA OF: July 26, 2011 **DATE SUBMITTED**: July 14, 2011

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

EXHIBITS: Economic Update
AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

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

SUMMARY STATEMENT

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

RECOMMENDED ACTION

No action required information purposes only.

CITY OF KERRVILLE
ECONOMIC UPDATE AS OF JULY 22, 2011

	Current Month	Previous Month	1 Year Ago	Trend	Current Month
National					
Unemployment	9.20%	9.10%	9.50%	↑	June
Consumer Confidence	58.5	61.7	54.3	↓	June
1 year T-Bills	0.19%	0.17%	0.30%	↔	7/7/11
State					
Monthly Unemployment	8.80%	7.90%	8.40%	↑	June
Monthly Sales Tax	$1,722.6m	$1,952.0m	$1,607.0m	↑	June
Local					
Monthly Unemployment (Kerr Co.)	7.10%	6.40%	6.30%	↑	June
Median Listing Price	$218,900	$219,000	$210,000	↔	6/30/11
Monthly Sales Tax	$381,444	$372,933	$359,244	↑	July
Monthly EIC Tax	$190,696	$186,441	$179,622	↑	July
Monthly HOT	$107,840	$78,535	$108,058	↔	July

	FY11 Budget	FY11 as of 06/30/2011	FY11 % Received	FY10 as of 06/30/2010	FY10 % Received
General Fund					
Tax Revenue	$14,647,100	$12,829,145	87.59%	$12,480,781	82.90%
Property Tax	$8,240,000	$8,196,738	99.47%	$8,037,985	94.91%
Sales Tax	$4,500,000	$3,492,667	77.61%	$3,313,010	71.65%
Permits & Fees	$402,450	$256,673	63.78%	$236,247	63.72%
Intergovernmental	$707,013	$584,500	82.67%	$520,920	74.94%
Service Revenues	$2,578,260	$1,907,156	73.97%	$2,350,420	70.98%
Grant Revenue	$22,571	$27,515	121.90%	$10,525	105.25%
Fines & Forfeitures	$477,710	$414,128	86.69%	$371,372	73.61%
Interest & Misc.	$235,372	$249,372	105.95%	$429,471	93.32%
Transfers In	$1,000,000	$816,408	81.64%	$907,926	72.01%
Total General Fund	$20,070,476	$17,084,899	85.12%	$17,307,662	79.88%
Total General Fund Expenditures	$20,070,476	$14,342,938	71.46%	$16,023,095	71.37%
Water/Sewer Fund					
Water Sales	$4,400,000	$3,683,452	83.71%	$2,955,182	6.29%
Sewer Sales	$3,760,000	$2,693,261	71.63%	$2,750,932	7.17%
Other Revenue	$782,124	$712,710	91.12%	$606,686	90.62%
Total Water & Sewer Fund	$8,942,124	$7,089,423	79.28%	$6,312,800	65.56%
Total W&S Fund Expenditures	$9,242,124	$6,580,762	71.20%	$6,258,263	66.05%