

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, APRIL 14, 2015, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR MEETING, TUESDAY, APRIL 14, 2015, 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION: by Tom Murray, Associate Pastor, St. Peter's Episcopal Church.

PLEDGE OF ALLEGIANCE TO THE FLAG

Those in attendance may stand if they wish.

1. VISITORS/CITIZENS FORUM:

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

2. CONSENT AGENDA:

2A. Child Abuse Prevention Month. (Mayor Pratt)

3. CONSENT AGENDA:

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

3A. Request to waive fees for police security for the Kerrville Festival of the Arts event. (staff)

3B. Interlocal contract with Department of State Health Services and Kerrville State Hospital to provide psychological evaluations for new police hires. (staff)

END OF CONSENT AGENDA

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, April 10, 2015 at 1:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

4. PUBLIC HEARING AND ORDINANCE FIRST READING:

4A. Ordinance No. 2015-07, annexing an approximate 3.05 acre tract out of the W.H. Crawford Survey No. 653, Abstract No. 123, within Kerr County, Texas, said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of the property addressed as 421 Roy Street; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

5. ORDINANCE, FIRST READING:

5A. Ordinance No. 2015-08, amending the budget for fiscal year 2015 to account for various changes to the city's operational budget, including expenditures related to emergency repairs to the city's water treatment plant and expenditures necessary for police special programs.

6. CONSIDERATION AND POSSIBLE ACTION:

6A. Update on proposed waste collection changes and contract amendments with Republic Services. (staff)

6B. Resolution No. 14-2015 authorizing publication of notice of intention to issue certificates of obligation. (staff)

6C. Update on river trail and Louise Hays Park/Lehmann Monroe Park projects.

7. INFORMATION AND DISCUSSION:

7A. Update regarding the Kerrville and Kerr County Emergency Management Plan. (staff)

8. APPOINTMENTS TO BOARDS AND COMMISSIONS:

8A. Appointments to the Parks and Recreation Advisory Board. (staff)

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.

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, April 10, 2015 at 1:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

10. EXECUTIVE SESSION:

City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel 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 matters:

Section 551.071:

- Cause No. 14686A; Westar Construction, Inc. v. City of Kerrville; in the District Court, 216th Judicial District, Kerr County, Texas.

Sections 551.071 and 551.072:

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

- 800 Junction Highway, former City Hall property
- River trail

11. ACTION ON ITEMS 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, April 10, 2015 at 1:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

Agenda Item:

2A. Child Abuse Prevention Month



City of Kerrville

701 MAIN STREET • KERRVILLE, TEXAS 78028 • .830.257.8000 • KERRVILLETX.GOV

PROCLAMATION

WHEREAS, Approximately 185 children per day will be victims of abuse in Texas, and where in one year more than 65,000 child abuse cases were confirmed, and where all of us should be able to pursue our own measure of happiness and live free from fear; and

WHEREAS, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people ensuring children know they are never alone – that they always have a place to go and there are always people on their side; and

WHEREAS, Communities need to support and promote programs that benefit children and their families, programs that can give all children a strong start in life; and

WHEREAS, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

WHEREAS, Everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment

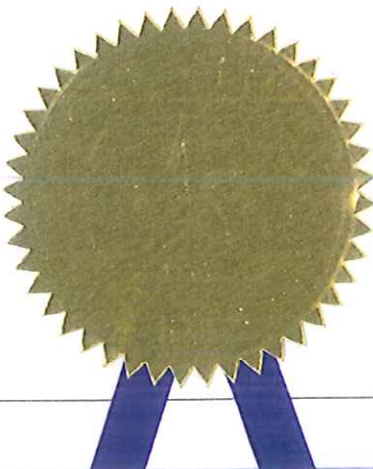
NOW, THEREFORE, I, Jack Pratt, Mayor of the City of Kerrville, Texas, do hereby proclaim April 2015 to be

CHILD ABUSE PREVENTION MONTH

in the City of Kerrville and urge all citizens to observe this month with programs and activities that will help reduce or prevent child abuse and provide for children's physical, emotional and development needs.

IN WITNESS WHEREOF,
I have hereunto set my hand and
caused the Seal of the City of
Kerrville to be affixed hereto, the
_____ day of _____, 2015.

Jack Pratt, Jr., Mayor



Agenda Item:

3A. Request to waive fees for police security for the Kerrville Festival of the Arts event. (staff)

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

SUBJECT: Request to waive fees for police security for the Kerrville Festival of the Arts event

FOR AGENDA OF: April 14, 2015 **DATE SUBMITTED:** March 20, 2015

SUBMITTED BY: Kimberly Snyder *KS* **CLEARANCES:** Ashlea Boyle *AB*
Main Street Manager Special Projects Manager

EXHIBITS: Letter of Request Dated March 12, 2015

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER: 

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Attached is a letter from LuAnn Anderson, Executive Director, requesting in-kind police services for the *Kerrville Festival of the Arts* event to be held May 23-24, 2015. The request also includes overnight security for the equipment and artwork as this is a two day event. The total value of this request is \$3,120 (26 hours X \$40 / hr. = \$1,040 per officer).

RECOMMENDED ACTION

City staff is requesting consideration of the request as presented.



Festival of the Arts

March 12, 2015

Ashlea Boyle
City of Kerrville Special Projects Manager
701 Main Street
Kerrville, Texas 78028

Dear Ashlea,

The second annual Kerrville Festival of the Arts, a juried Fine Art Show, will be held in Historic Downtown Kerrville Memorial Day weekend, May 23-24, 2015. Last year's event hosted more than seventy-five artists in multiple disciplines and brought an estimated 4,500 visitors to the heart of downtown. For 2015, approximately one hundred artists are expected.

The event will occupy the 200 block of Earl Garrett and the 700 and 800 blocks of Water St. Artists will move in Friday evening, May 22 and move out Sunday evening, May 24. The Directors of the Festival respectfully request that security be provided by the Kerrville Police Department.

Overnight security to protect art work installed for the show as well as the tents, generators and other equipment is needed from 8:00 p.m. May 22 to 8:00 a.m. May 23 and from 6:00 p.m. May 23 to 8:00 a.m. May 24, 2015. Three officers are requested on site at all times during these hours.

The City of Kerrville's support of the Festival will greatly assist us in our continuing effort to make Kerrville Festival of the Arts a showcase event, bringing ever more visitors to the area. Admission to this event is free, encouraging the maximum attendance of visitors from the local community and tourists from across the state.

Our web site, www.kvartfest.com, provides additional information and images of work by artists who have confirmed participation. Applications are still being received and additions made almost daily. We are always glad to respond to any inquires via email to info@kvartfest.com or by phone at 830-895-7962.

Sincerely,

LuAnn Anderson
Executive Director

Agenda Item:

3B. Interlocal contract with Department of State Health Services and Kerrville State Hospital to provide psychological evaluations for new police hires. (staff)

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

SUBJECT: Authorizing the City of Kerrville Police Department to enter into an interlocal contract with the Department of State Health Services (DSHS) and Kerrville State Hospital to provide psychological evaluations for new hires.

FOR AGENDA OF: April 14, 2015

DATE SUBMITTED: April 08, 2015

SUBMITTED BY: Interim Chief David Knight

CLEARANCES: Todd Parton, City Manager

EXHIBITS: Interlocal Contract/Agreement

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DIRECTOR:

SUMMARY STATEMENT

The police department is required to provide for psychological evaluations for all new hires of police officers by TCOLE. The department requires that the procedures and process for completing the evaluations meet professional standards including those of the International Association of Chiefs of Police and the Society for Police and Criminal Psychology, as well as compliment components of our internal officer selection testing process.

The Kerrville State Hospital recently provided the department with a plan for provision of psychological evaluations and services which meets professional and industry standards and exceeds the services offered to the department by other vendors. The services proposed as components of the complete psychological evaluation include an interview or Pertinent Psychosocial History, review of background information from the department including results of the M-PULSE inventory, Mental Status Examination, a suitable personality/diagnostic instrument, Substance Abuse Subtle Symptom Inventory and a brief intelligence test.

Funding for pre-employment psychological testing is currently a budgeted item in the department budget and the necessity for an inter-local contract to utilize the Kerrville State Hospital to provide this service is a state requirement. After careful review and discussion, we have decided it is in the city's best interest to partner with the Kerrville State Hospital for the provision of Police pre-employment psychological testing.

RECOMMENDED ACTION

The Interim Chief of Police recommends that City Council authorize the City of Kerrville to enter into an Interlocal Contract with the Department of State Health Services to provide for pre-employment psychological services for police officer new hires through the Kerrville State Hospital.



Contract No.: _____
Contract Manager: Michael Jumes, PhD
Contract Form # 5907 revised 10/1/11

Interlocal Contract (ILC) Administrative Services

This Contract is entered into by and between the **Department of State Health Services (DSHS)** on behalf of **Kerrville State Hospital (KSH)** and **City of Kerrville**, shown below as contracting parties and referred to collectively as "the Parties," pursuant to the authority granted and in compliance with the provisions of Interlocal Cooperation Contracts, Chapter 791, Texas Government Code.

I. Contracting Parties.

The Performing Agency: **Kerrville State Hospital, 721 Thompson Drive, Kerrville, Texas 78028**

The Receiving Agency: **City of Kerrville, 701 Main, Kerrville, Texas 78028**

II. Statement of Goods or Services to be Performed.

(A) Scope of Work.

Pre-Employment Evaluation of applicants for police officers and Fitness for Duty Evaluations; consultation, to include quarterly in-service training.

(B) Ownership of Work Product.

City of Kerrville owns the work product; KSH will retain file information and psychological test materials in accordance with practice standards and applicable laws.

(C) Contract Managers.

The Contract Manager will serve as primary contact for all matters related to this contract. The Contract Manager for **City of Kerrville** is **David Knight, Chief of Police** and for **DSHS/KSH** is **Michael Jumes, PhD**. A Party may change its designated Contract Manager by providing written notice to the other Party.

III. Contract Amount.

The total amount of this Contract shall not exceed \$ **4,500.00** for the Contract period stated in Article V, Term of Contract. The total Contract amount is based on the amount or budget attached hereto and incorporated by reference as **ILC-A Attachment 1**.

IV. Payment for Goods or Services.

The Receiving Agency will pay the Performing Agency for costs as specified in **ILC-A Attachment 1** during the term of and in performance of this contract. Requests for payment must be in the form as stated in **ILC-A Attachment 1**.

Documentation of actual costs incurred as specified in the Contract in **ILC-A Attachment 1** must be maintained for a period of four years after the close of this contract. Payments are to be sent to the following address:

IX. Certifications.

The Receiving Agency and the Performing Agency both certify that the services contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

The Receiving Agency further certifies that it has sufficient statutory authority to contract for the services described in the IAC under **City of Kerrville**.

The Performing Agency further certifies that it:

1. has sufficient statutory authority to contract for the services described in the IAC under **KSH**; and
2. will comply with the current and any current or future state or federal requirements related to the funding associated with this contract, including the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (42 U.S.C. §§ 1320d-8).

X. Reporting.

If a report is required, the Performing Agency agrees to provide a report not later than the last working day of each month for the previous month's activity in accordance with the time lines, format and contents as specified in **ILC-A Attachment 2** to this Contract. Failure to submit the monthly report in the time line, format and content specified in Attachment 2 may result in nonpayment of funds until the report is submitted timely in the format and content specified.

This contract is executed by the Parties in the capacities listed below.

Receiving Agency
City of Kerrville

Performing Agency
Department of State Health Services
on Behalf of Kerrville State Hospital

Authorized Signature

Todd Parton

Printed or Typed Name

City Manager

Title

Date

Authorized Signature

Lauren Lacefield

Printed or Typed Name

Assistant Commissioner, MH/Substance Abuse

Title

Date

ILC-A Attachment 2

Reporting Requirements

Check one:

☒

None

☐

A monthly report shall be submitted by the last working day of each month to include:

1. _____

2. _____

3. _____

Report Format:

The report format shall be

Agenda Item:

4A. Ordinance No. 2015-07, annexing an approximate 3.05 acre tract out of the W.H. Crawford Survey No. 653, Abstract No. 123, within Kerr County, Texas, said property being located adjacent to the corporate limits of the City of Kerrville, Texas, and consisting of the property addressed as 421 Roy Street; further describing the territory to be annexed; adopting a service plan for the territory annexed; and establishing the zoning for the area annexed. (staff)

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

SUBJECT: Public hearing and first ordinance reading concerning a proposed initial zoning classification due to voluntary annexation for (RM) "Residential Mix" District, for an approximately 3.05 acre tract of land out of the W.H. Crawford Survey No. 653, Abstract No. 123, Kerr County, Texas, located at 421 Roy Street.

FOR AGENDA OF: April 14, 2015

DATE SUBMITTED: April 2, 2015

SUBMITTED BY: Trenton Robertson
City Planner

CLEARANCES: Dieter Werner, P.E
Director of Planning and Engineering

EXHIBITS: Location Map, 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 DIRECTOR OR FINANCE:

SUMMARY STATEMENT

This item concerns a public hearing for the initial zoning classification of 421 Roy St. The applicant requested annexation by petition on August 1, 2014 and the Council granted the petition and directed Staff to begin the proceedings with Resolution No. 27-2014 on September 23, 2014.

The applicant has requested RM "Residential Mix" zoning. This district allows all uses permitted in the "RC" Residential Cluster District with the addition of the development of subdivisions which include the location of manufactured housing, subject to certain development restrictions.

A public hearing was conducted by the Planning and Zoning Commission at its regular meeting on April 2, 2015.

RECOMMENDED ACTION

Staff recommends that the Council hold the required public hearing to receive public comments and take action for approval.



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

0 50 100 200 Feet

1 inch = 100 feet



**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-07**

AN ORDINANCE ANNEXING AN APPROXIMATE 3.05 ACRE TRACT OUT OF THE W.H. CRAWFORD SURVEY NO. 653, ABSTRACT NO. 123, WITHIN KERR COUNTY, TEXAS; SAID PROPERTY BEING LOCATED ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, AND CONSISTING OF THE PROPERTY ADDRESSED AS 421 ROY STREET; FURTHER DESCRIBING THE TERRITORY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; AND ESTABLISHING THE ZONING FOR THE AREA ANNEXED

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

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

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

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

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

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C** is adopted for the property described in Section One, above, as required by Texas Local Government Code §43.065.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, will be subject to the zoning designation of a "Residential Mix" (RM) District.

SECTION FIVE. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

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

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Article 1-1-7 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

SECTION NINE. The City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, A.D., 2015.

PASSED AND APPROVED ON SECOND READING, this the ____ day of _____, A.D., 2015.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Clerk

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

FIELD NOTES DESCRIPTION FOR 3.05 ACRES OF LAND OUT OF THE
PAT JACKSON KARR LAND ALONG ROY STREET IN KERR COUNTY,
TEXAS

Being all of a certain tract or parcel of land containing 3.05 acres, more or less, out of W. H. Crawford Survey No. 653, Abstract No. 123 in Kerr County, Texas; that same land conveyed as 3 acres from Jewel Osborne, et al to Pat Jackson Karr by a Warranty Deed executed the 3rd day of July, 1995 and recorded in Volume 805 at Page 467 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence cornerpost in the southwest right-of-way line of Roy Street, a public street for the east corner of the herein described tract and said 3 acre tract, and the north corner of a certain one acre tract conveyed as SECOND TRACT from Otilia Marie January, et al to David R. Jackson by a Warranty Deed executed the 3rd day of May, 1994 and recorded in Volume 744 at Page 536 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 3 acre tract and SECOND TRACT S47°16'34"W, at 548.6 ft. passing a fence cornerpost, then continuing not along a fence for a total distance of 600.00 ft. to an unmarked point in the northeast line of a certain one acre tract conveyed from George Griesbach, Independent Executor to Rogelio Fuentes and Debra Fuentes by a Warranty Deed with Vendor's Lien executed the 13th day of January, 2006 and recorded in Volume 1501 at Page 666 of the Official Public Records of Kerr County, Texas for the south corner of the herein described tract and southwest common corner of 3 acre tract and SECOND TRACT;

THENCE, with the common line between said 3 and one acre tracts N45°29'26"W, 223.15 ft. to an unmarked point for the west corner of the herein described tract and 3 acre tract, and the south corner of a certain 5.0 acre tract conveyed from Isabel Spenrath to Isabel Spenrath, Trustee by a Warranty Deed executed the 7th day of March, 2007 and recorded in Volume 1595 at Page 567 of the Official Public Records of Kerr County, Texas;

THENCE, with the common line between said 3 and 5.0 acre tracts N47°27'31"E, at 36.7 ft. passing a fence cornerpost, then continuing along a fence for a total distance of 597.20 ft. to a fence cornerpost in the southwest right-of-way line of said Roy Street for the north corner of the herein described tract and northeast common corner of 3 and 5.0 acre tracts;

THENCE, with the northeast line of said 3 acre tract along the southwest right-of-way line of said Roy Street S46°14'19"E, at 87.8 ft. passing a fence cornerpost, then continuing along a fence for a total distance of 221.40 ft. to the PLACE OF BEGINNING.

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

Date Surveyed: June 11, 2014

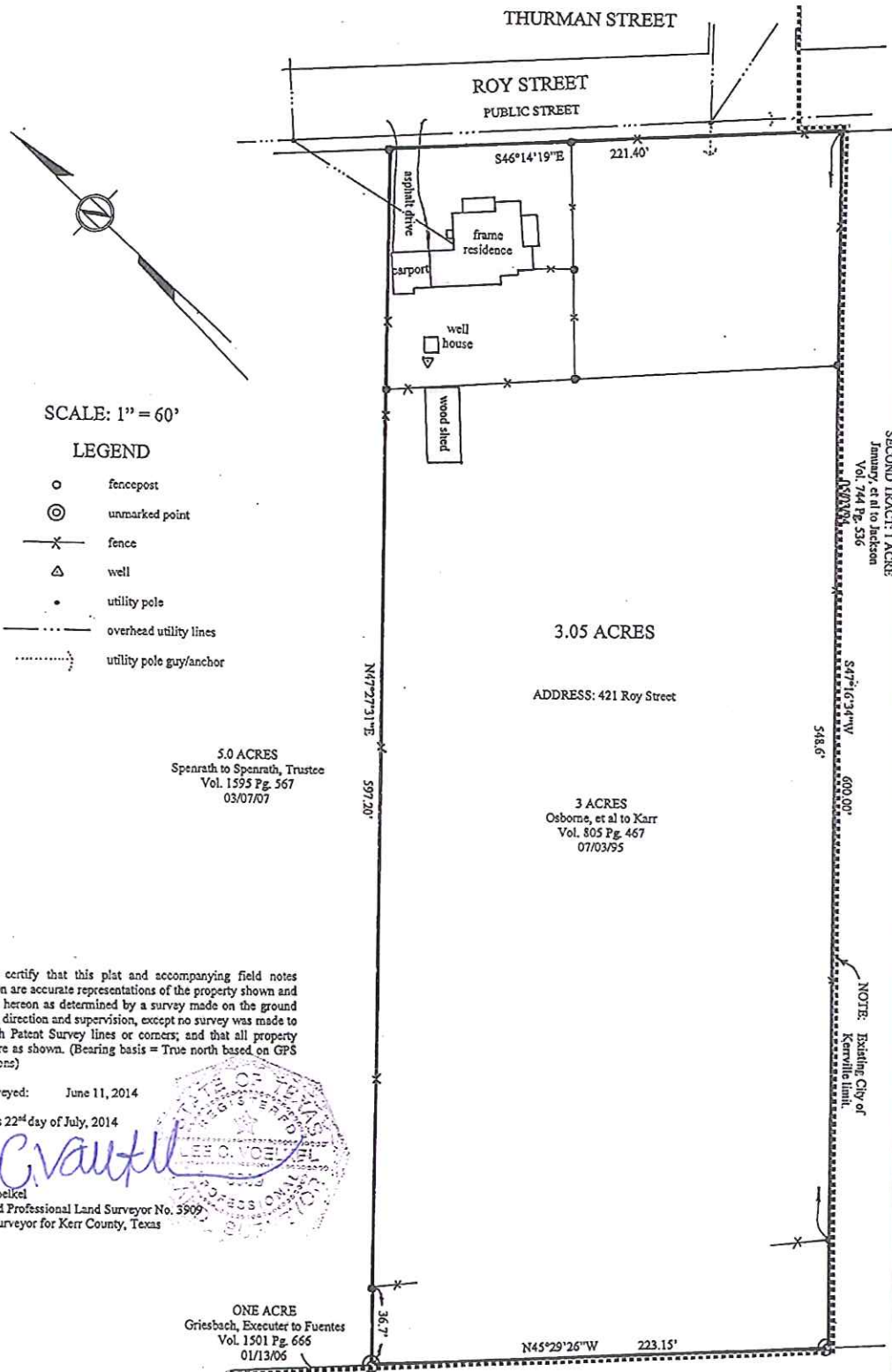
Dated this 22nd day of July, 2014


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



Exhibit A - Pg. 2

SURVEY PLAT FOR 3.05 ACRES OF LAND, MORE OR LESS, OUT OF W. H. CRAWFORD SURVEY NO. 653, ABSTRACT NO. 123 IN KERR COUNTY, TEXAS; THAT SAME LAND CONVEYED AS 3 ACRES FROM JEWEL OSBORNE, ET AL TO PAT JACKSON KARR BY A WARRANTY DEED EXECUTED THE 3RD DAY OF JULY, 1995 AND RECORDED IN VOLUME 805 AT PAGE 467 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS



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

Date Surveyed: June 11, 2014

Dated this 22nd day of July, 2014

Lee C. Voelkel
Lee C. Voelkel
Registered Professional Land Surveyor No. 5909
County Surveyor for Kerr County, Texas

5018

WARRANTY DEED

THE STATE OF TEXAS []
THE COUNTY OF KERR []

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JEWEL OSBORNE, ALICE OSBORNE BAKER, being one and the same person and also known as Alice Baker, acting herein Individually and as Trustee of the testamentary trust established for GLENN EDWIN OSBORNE under the Last Will and Testament of Charles P. Osborne, filed of record in Cause No. 6047 of the Probate Docket of Kerr County, Texas, FLOY MARIE OSBORNE KIERCK JUNG, WELDON ARTHUR OSBORNE, and JUDITH KAY OSBORNE POPE, Grantors, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, all in cash, to us in hand paid by PAT JACKSON KARR, the receipt of which is hereby acknowledged and confessed, for which no lien, express or implied, does or shall exist, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said PAT JACKSON KARR, of the County of Kerr, State of Texas, all of the following described real estate in Kerr County, Texas, to-wit:

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being more particularly described by the following metes and bounds, to-wit:

All that certain tract or parcel of land, lying and being situated in Kerr County, Texas, out of original Survey No. 653 in name of W.H. Crawford, said tract being about 2 miles north-east from Kerrville, near the Kerrville and Fredericksburg Highway, and being bounded as follows:

Beginning at the east corner of a five acre tract which corner is 143 varas S. 45 1/4 E. from the North corner of that one acre tract conveyed to Wm. F. Saenger by Sid Peterson by deed recorded in Vol. 43, Page 191 of the Deed Records of Kerr County, Texas;

220.83'
Thence S. 45 1/4 E. 79 1/2 varas with Street line to North corner of one acre sold to D.C. Luce by Perla C. Jones;

600'
Thence S. 46 W. 216 varas to stake for corner;

Thence N. 45 W. 79 1/2 varas to the South corner of said five acre tract; 220.83'

597.2'
Thence N. 46 E. 215 varas to the place of beginning. and containing three acres of land more or less, being the identical property conveyed to Fred Habers and wife, by L.R. Harrell and Beatrice Harrell, on April 24th, 1941, by warranty deed recorded in Vol. 67, Page 568 of the Deed Records of Kerr County, Texas;

This conveyance is made and accepted SUBJECT TO the following to the extent, and only the extent, that the same are valid and affect the subject property:

1. Easement to Texas Power & Light Company, recorded in Volume 52, Page 561, Deed Records of Kerr County, Texas; and
2. Any visible and/or apparent roadways or easements over or across the subject property;

to which instruments and their records reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said PAT JACKSON KARR, her heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said PAT JACKSON KARR, her heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, subject to the above-described reservations from and exceptions to conveyance and warranty.

EXECUTED this the 3 day of July, 1995.

Jewel Osborne
JEWEL OSBORNE

Alice Osborne Baker
ALICE OSBORNE BAKER,
Individually and as Trustee

Floy Marie Osborne Kierce Jung
FLOY MARIE OSBORNE KIERCE JUNG

Weldon Arthur Osborne
WELDON ARTHUR OSBORNE

Judith Kay Osborne Pope
JUDITH KAY OSBORNE POPE

THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on the 3
day of July, 1995, by JEWEL OSBORNE.

Diane H. Green
Notary Public, The State of TEXAS

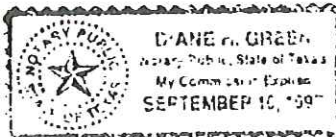
Diane H. Green
Printed or typed name of Notary

My commission expires: 9-10-97

THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on the 3rd
day of July, 1995, by ALICE OSBORNE BAKER,
Individually and as Trustee.



Diane H. Green
Notary Public, The State of Texas

Diane H. Green
Printed or typed name of Notary

My commission expires: 9-10-97

THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on the 3
day of July, 1995, by FLOY MARIE OSBORNE KIERCE JUNG.



Diane H. Green
Notary Public, The State of Texas

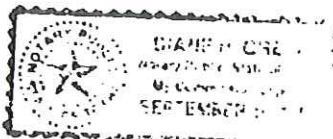
Diane H. Green
Printed or typed name of Notary

My commission expires: 9-10-97

THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on the 3
day of July, 1995, by WELDON ARTHUR OSBORNE.



Diane H. Green
Notary Public, The State of Texas

Diane H. Green
Printed or typed name of Notary

My commission expires: 4-10-97

THE STATE OF TEXAS

THE COUNTY OF KERR

This instrument was acknowledged before me on the 3
day of July, 1995, by JUDITH KAY OSBORNE POPE.



Diane H. Green
Notary Public, The State of Texas

Diane H. Green
Printed or typed name of Notary

My commission expires: 4-10-97

Return to:

Grantee's Address:

132 Royal Oaks Road

Kerrville, TX 78028

FILED FOR RECORD

at 3:41 o'clock P.M.

JUL 03 1995

PATRICIA DYE

Clerk County Court, Kerr County, Texas
Mary Ann Medina Deputy

Producers herein who record this instrument or use of the described property
 because of error or due to fraud and unrecordable under Federal Law.
 THE STATE OF TEXAS
 COUNTY OF KERR
 I hereby certify that this instrument was FILED in the Public Records on the
 date and at the time stamped herein by me and was duly RECORDED in the
 Public Records of Kerr County, Texas on

RECORD *Real Property*
 VOL *805* PG *467*

RECORDING DATE

JUL 03 1995

JUL 03 1995



Patricia Dye
 COUNTY CLERK, KERR COUNTY, TEXAS



Patricia Dye
 COUNTY CLERK, KERR COUNTY

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
 TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
 REPRODUCTION DUE TO DEPTH & DARKNESS OF
 PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
 PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY
OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE W.H. Crawford
Survey, Abstract Number 123, KERR COUNTY TEXAS

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

Pat Jackson Karr Is the sole owner of an approximately 3 acre tract of
land located adjacent to the incorporated limits of the City of Kerrville which is out of the
Survey No. 653 Abstract No. 123 Kerr County, Texas, and is more particularly
described as follows:

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

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

In accordance with Texas Local Government Code §43.028,
Pat Jackson Karr hereby respectfully requests and petitions that the above-
described property be annexed into the incorporated limits of the City of Kerrville, Texas.

SUBMITTED THIS 1 day of Aug. 2014

By: Elizabeth Jackson D'Ambrosi
Legally authorized signature

By: Pat Jackson D'Ambrosi
Elizabeth

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF KERR

§
§
§

This instrument was acknowledged before me on the 1 day of Aug 2014
by Elizabeth Jackson for and on behalf of
Patricia Ridd Jackson D'Ambrosi
Karr.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

My Commission Expires: _____



COPY

STATUTORY DURABLE POWER OF ATTORNEY
(Section 490, Texas Probate Code-as revised 9/1/97)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

Appointment of Agent. I, **PATRICIA RUDD JACKSON KARR**, whose current mailing address is 122 Royal Oak Road, Kerrville, Texas 78028, appoint my daughter, **ELIZABETH ANN JACKSON-D'AMBROSI**, whose current mailing address is 3719 New Crest Point, San Diego, California 92130, as my Agent (Attorney-in-Fact) to act for me in any lawful way with respect to all of the following powers, except for any power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

Real property transactions;
Tangible personal property transactions;
Stock and bond transactions;
Commodity and option transactions;
Banking and other financial institution transactions;
Business operating transactions;
Insurance and annuity transactions;
Estate, trust, and other beneficiary transactions;
Claims and litigation;
Personal and family maintenance;
Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;
Retirement plan transactions;
Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY IN FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

SPECIAL INSTRUCTIONS: Special instructions applicable to gifts (*initial in front of the following sentence to have it apply*):

PRJK

I grant my Agent (Attorney In Fact) the power to apply my property to make gifts as stated more fully in paragraph 2. below.

ON THE FOLLOWING LINES OR IN THE FOLLOWING SPACE YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT. My Agent shall have and hold the following additional power(s):

1. **Transfer to Trust.** To convey and transfer and deliver any and all assets of my estate of whatsoever kind, whether real, personal, or mixed, wheresoever situated, and whensoever acquired, to any trust previously or hereafter created by me or for my benefit including any trust created by my Agent, to be held and managed in accordance with the terms of any such trust agreement executed by me as Grantor or executed by my Agent on my behalf. My Agent is expressly authorized to establish any such Trust on such terms as my Agent shall deem to be in my best interests.
2. **Gifts.** To make gifts, as limited hereafter, either outright or in trust or, in the case of minors, in accordance with the Texas Uniform Transfer to Minors Act and, in the case of gifts made in trust, to execute a deed of trust or Agreement or Declaration of Trust for such purpose designating one or more persons, (including my Agent) as original or successor trustees. This power includes the right to make additions to any existing trust and does not require the Agent acting hereunder to treat the donees equally or proportionately and may entirely exclude one or more permissible donees and may follow or vary the pattern followed on the occasion of any such prior gift or gifts. The power to make such gifts however, shall be limited as to donees to my issue, or to any members of the immediate family of any of my issue, (including my Agent if such person is a member of such class) and recognized charities (IRS 501(c)(3) organizations). Gifts to individuals or to non-charitable beneficiaries may in the discretion of my Agent be limited in amount to a value not in excess of the maximum amount then allowed per beneficiary donee per year that will qualify in its entirety for the annual exclusion from the Federal Gift Tax under Section 2503(b) of the Internal Revenue Code. My Agent however shall also have the authority to make gifts in any amounts, even if in excess of the annual exclusion from Federal Gift Tax. This power specifically includes the power hereby granted to

my Agent to elect to split gifts with my spouse, if any, and to execute on my behalf any and all tax returns, including but not limited to Form 709 and 709-A.

UNLESS YOU DIRECT OTHERWISE BELOW, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

(A) **Effective Now.** This power of attorney is effective on the date I signed it. This power of attorney is not terminated or otherwise affected by my subsequent disability or incapacity.

~~PRJK (B) **Effective Only Upon Disability.** This power of attorney becomes effective upon my disability or incapacity.~~

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for the purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination by a physician of my disability or incapacity.

Third Parties; Reliance, Indemnity. I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Successor Agent. If any Agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that Agent:

Name and Address

SUSAN ALICE SHAY, 304 Hilltop Drive, Rice Lake, WI 54868

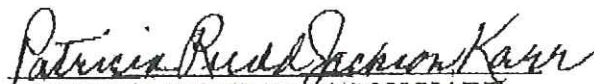
WILLIAM JACKSON, 5565 Rawhide Trail, Bulverde, TX 78163

DAVID JACKSON, 8923 Hazen Street, Houston, TX 77036

SECURITY STATE BANK AND TRUST, or any successor thereto, 1130 Junction Highway, Kerrville, TX 78028

Revocation. I hereby revoke any previous statutory powers of attorney executed by me that deal with management of my financial affairs.

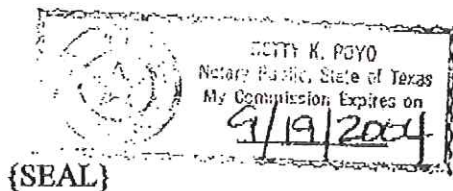
Signed this 18 day of January, 2002.


PATRICIA RUDD JACKSON KARR

STATE OF TEXAS §

COUNTY OF KERR §

This document was acknowledged before me on the 18 day of January, 2002, by
PATRICIA RUDD JACKSON KARR.




Notary Public, State of Texas

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

~~— Durable Power of Attorney for Health Care~~
~~(Sec. 135.015 and 135.016, Tex. Civ. Prac. & Rem. Code)~~

~~FOR~~

~~PATRICIA RUDD JACKSON KARR~~

EXHIBIT C

ANNEXATION SERVICE PLAN

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

ANNEXATION SERVICE PLAN (CONTINUED)

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

Agenda Item:

5A. Ordinance No. 2015-08, amending the budget for fiscal year 2015 to account for various changes to the city's operational budget, including expenditures related to emergency repairs to the city's water treatment plant and expenditures necessary for police special programs.

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

SUBJECT: First reading of an ordinance amending the FY2015 Budget

FOR AGENDA OF: April 14, 2015

DATE SUBMITTED: March 26, 2015

SUBMITTED BY: Sandra Yarbrough
Director of Finance

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Ordinance Amending FY2015 Budget
Attachment A – detailing changes

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 attached ordinance provides for the second amendment to the FY2015 budget, and includes budget amendments as per Attachment A.

RECOMMENDED ACTION

It is recommended that the City Council approve the first reading of an ordinance amending the FY2015 budget and authorize city staff to make all necessary entries and adjustments to reflect the attached changes.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2015-08**

**AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2015
TO ACCOUNT FOR VARIOUS CHANGES TO THE CITY'S
OPERATIONAL BUDGET, INCLUDING EXPENDITURES RELATED TO
EMERGENCY REPAIRS TO THE CITY'S WATER TREATMENT PLANT
AND EXPENDITURES NECESSARY FOR POLICE SPECIAL
PROGRAMS**

WHEREAS, Ordinance No. 2014-15, dated September 23, 2014, adopted the Fiscal Year 2015 Budget; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that amending the City's Fiscal Year 2014 Budget is in the best interest of the citizens of the City of Kerrville;

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

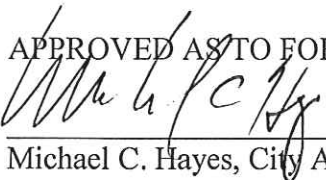
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2015 is amended as set forth in **Attachment A**.

**PASSED AND APPROVED ON FIRST READING, this the ____ day of _____,
A.D., 2015.**

**PASSED AND APPROVED ON SECOND AND FINAL READING, this the ____
day of _____, A.D., 2015.**

Jack Pratt, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Attachment A - Budget Amendment - April 2015

[illegible]

Agenda Item:

6A. Update on proposed waste collection changes and contract amendments with Republic Services. (staff)

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

SUBJECT: Update on Proposed Waste Collection changes and contract amendments
with Republic Services

FOR AGENDA OF: April 14, 2015

DATE SUBMITTED: April 9, 2015

SUBMITTED BY: Kristine Day
Deputy City Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Flyer on Proposed Services

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

On February 3, 2015, staff presented City Council potential options for automating waste and recycling collection service along with additional city-wide bulk clean up services. Since this workshop, staff has met with many of the homeowner associations and residents who have called in to voice concerns or have questions. As a result, staff has worked with Republic Waste to address many of the concerns heard and will update City Council on proposed changes since the workshop.

RECOMMENDED ACTION

Staff seeks Council direction on new proposal of services.



Proposed Curbside Solid Waste Services

Current Services

- Monthly Rate - \$16.12
- Bagged garbage or small containers
- Garbage serviced weekly
- 18 gal. recycling bin
- Recycling serviced weekly
- Monthly Yard Waste Pick-Up
- Annual Bulky Waste Pick-Up

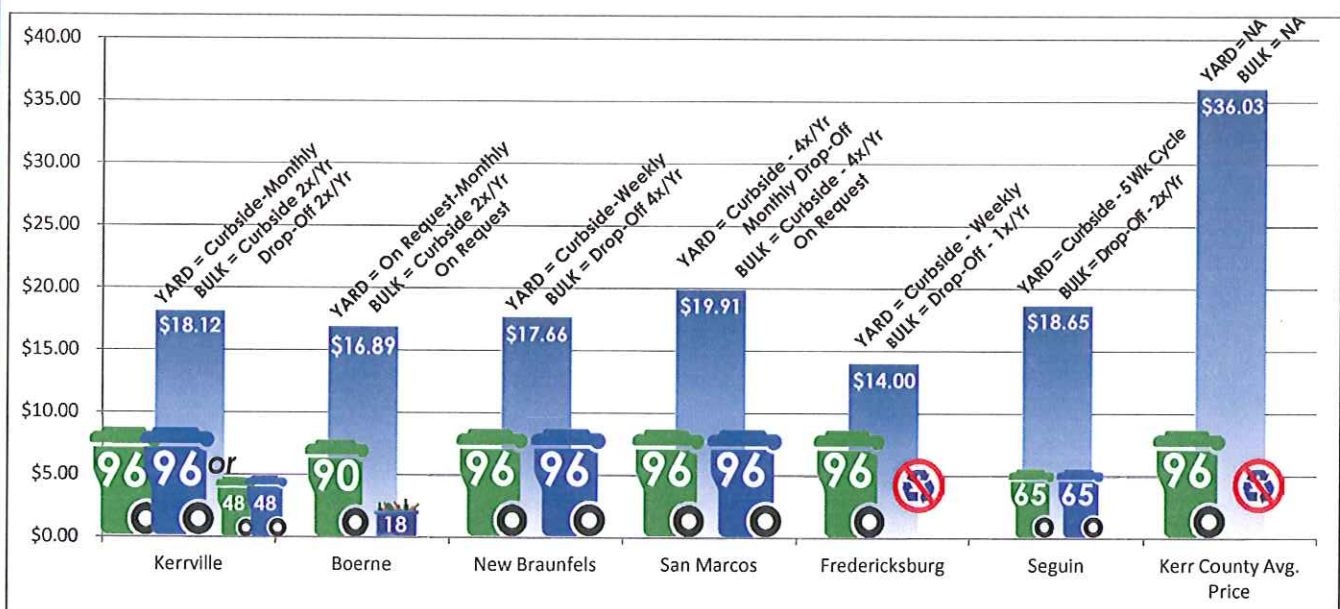


Proposed Services

- Monthly Rate - \$18.12
- Options to choose a set of either 48 gallon carts or 96 gallon carts.
- One cart for garbage – serviced wkly.
- One cart for recycling – serviced bi-wkly.
- Monthly Yard Waste Pick-Up
- 2 bulky waste pick-ups curbside
- 2 bulky waste drop-off opportunities with voucher



Solid Waste Services Rate Comparison



YARD = Yard Waste Services Provided

BULK = Bulky Waste Services Provided

Frequently Asked Questions

Due to concerns from residents, City Staff has negotiated with Republic Services to resolve concerns from the public. Listed below are some concerns and how they have been addressed:

1. What are my new choices based on the changes to the proposal?

Residents will be receiving a form that will allow them to choose a set of either of the following:

- 96 gallon carts (32.5" x 29.75" x 40")
- 48 gallon carts (28.75" x 23.5" x 37.50")

2. Where will I store my carts?

These carts can be stored either inside a garage or can be placed at a designated space outdoors. If you live in a neighborhood with an HOA, please contact your representative.

3. If I have a disability, how will I transport my cart to the curb?

These carts are constructed so that they can be easily rolled out. For those who are in need of assistance, a plan is being discussed with Republic Services to provide service.

4. How does this system improve the appearance of my neighborhood?

The carts provide a uniform appearance on collection day. In addition, they reduce the possibilities of wind-blown debris, eliminate odors, and prevent animal scavenging. Carts are also constructed to withstand the outdoor elements and will have all items enclosed.

5. I lived in a neighborhood that had this system and it didn't work. Are there any new and improved automated collection systems?

New technology has created a different body-style of the collection trucks that now reduce the amount of items that are capable of littering streets when the containers are emptied. Previous collection vehicles used a front load system that often created problems. The new trucks allow for the carts to be emptied into a 3-sided compartment that is located on the side of the vehicle close to the driver cab.

6. What improvement does this system add to Recycling?

Increasing the capacity of the containers will aid in waste diversion. Cities that have implemented similar programs have seen a 200% increase in recycling. In addition, having enclosed containers allow for the recyclables to hold its value and not be affected by wet weather. Items such as paper or cardboard lose value when they are exposed to any moisture. This can have a negative impact on your recycling effort, which may result in the possibility of your items being landfilled rather than recycled.

7. Who will pay for the costs of the containers and how will it impact our rates?

The costs for the containers will be the responsibility of Republic Services; however, residents should expect a 12% rate increase bringing the total cost to \$18.12 per month.

8. Why is the increase going to \$18.12?

The majority of the increase is for the additional 3 opportunities to discard unwanted bulky waste. One visit to the transfer station can range from \$20-\$55 and possibly more, depending on the weight. This addition adds great value to the service provided with the new rate structure.

9. What is being required by residents?

General guidelines shall be followed such as ensuring only bagged garbage is placed into container. For recycling, the same practices should apply such as rinsing items and making sure only acceptable recyclables are placed into container – no sorting is required and do not place recyclables into bags. Only garbage or recycling that is placed in the cart will be serviced. Any bags or extra items placed adjacent to the cart will not be serviced.

10. What do I do with my current container?

We will be discussing with Republic to implement a plan that will address this issue as well as make recommendation to donate containers to schools, charities, or other organizations that are in need of containers.

Agenda Item:

6B. Resolution No. 14-2015 authorizing publication of notice of intention to issue certificates of obligation. (staff)

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

SUBJECT: Resolution Authorizing Publication of Notice of Intent to Issue
Certificates of Obligation

FOR AGENDA OF: April 14, 2015 **DATE SUBMITTED:** April 8, 2015

SUBMITTED BY: Sandra Yarbrough  **CLEARANCES:** Todd Parton
Director of Finance City Manager

EXHIBITS: Resolution; Notice of Intent to Issue Certificates of Obligation

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 FY15 budget includes CIP projects funded by Certificates of Obligation (COs). While COs are backed by the full faith and credit of the City, the City expects to enter into an agreement with the City of Kerrville Economic Improvement Corporation (the "EIC") pursuant to which the EIC is expected to agree to provide funds to the City in an amount sufficient to pay all debt service on the Certificates of Obligation. The debt will be used to acquire, construct and equip an athletic complex and for paying professional services related thereto.

The aggregate amount of certificates of obligation will not exceed \$9,000,000. Because the total issued by the City in calendar year 2015 is less than \$10,000,000, this issue will be bank qualified which should make it more attractive to banks because of the tax benefits associated with this type of issue.

RECOMMENDED ACTION

Approve resolution authorizing publication of notice of intent to issue certificates of obligation.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 14-2015**

**A RESOLUTION AUTHORIZING PUBLICATION OF
NOTICE OF INTENTION TO ISSUE CERTIFICATES OF
OBLIGATION**

WHEREAS, the City Council of the City of Kerrville, Texas (the "City") hereby determines that it is necessary and desirable to acquire, construct, and equip an athletic complex, including baseball, softball, and soccer facilities, which will be considered a part of, and will be operated by, the City's Parks and Recreation Department (the "Project"); and

WHEREAS, the City Council of the City intends to finance the Project from proceeds derived from the sale of a series of *Combination Tax and Revenue Certificates of Obligation* issued by the City pursuant to Sections 271.041-271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Council deems it advisable to give notice of intention to issue certificates of obligation in an amount not to exceed an aggregate of \$9,000,000 for the purpose of paying, in whole or in part, the Project, to pay all or a portion of the legal, fiscal, and engineering fees in connection with the Project, and to pay the costs of issuance related to the certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION ONE. Approval of Notice of Intention. Attached hereto is a form of the "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation," the form and substance of which is hereby adopted and approved.

SECTION TWO. Authorization to Publish Notice of Intention. The City Secretary shall cause said notice to be published in substantially the form attached hereto in a newspaper, as defined in Section 2051.044, Texas Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 31 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in said notice. The City Manager and the Director of Finance are each authorized to make changes to said Notice as necessary prior to its publication.

SECTION THREE. Incorporation of Recitals. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

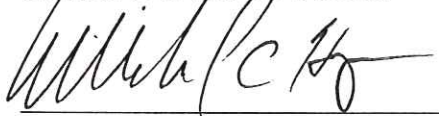
SECTION FOUR. Effective Date. This Resolution shall become effective immediately upon passage.

Jack Pratt, Jr., Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

**CITY OF KERRVILLE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

The City Council of the City of Kerrville, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Kerrville, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed \$9,000,000 (the "Certificates") for the purpose of paying, in whole or in part, contractual obligations to acquire, construct and equip an athletic complex, including baseball, softball, and soccer facilities, which will be considered a part of, and will be operated by, the City's Parks and Recreation Department (the "Project"), to pay all or a portion of the legal, fiscal and engineering fees in connection with the Project, and to pay costs of issuance. The Certificates will constitute general obligations of the City secured by a combination of (i) an ad valorem tax levied annually, within the limits provided by law, against all taxable property in the City, and (ii) a pledge of "Surplus Revenues," if any, received by the City from the ownership and operation of the City's waterworks and sewer system. (The City has entered into an agreement with the City of Kerrville, Texas Economic Improvement Corporation (the "EIC") pursuant to which the EIC has agreed to provide funds to the City derived from the EIC's economic development sales tax in an amount sufficient to pay all debt service on the Certificates, but such funds will not be pledged to secure the Certificates and the City would be obligated to levy an ad valorem tax, within the limits provided by law, to pay debt service on the Certificates if such funds are not provided by the EIC.) The City Council proposes to authorize the issuance of the Certificates at 6:00 p.m. on Tuesday, June 9, 2015, at a Regular Meeting at the City Hall, Kerrville, Texas.

/s/ Brenda Craig
City Secretary,
City of Kerrville, Texas

CERTIFICATE FOR RESOLUTION

**STATE OF TEXAS
COUNTY OF KERR
CITY OF KERRVILLE**

I, the undersigned City Secretary of **CITY OF KERRVILLE, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on April 14, 2015 (the "**Meeting**"), at the designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to-wit:

Jack Pratt, Mayor
Carson Conklin, Councilmember, Place One
Stacie Keeble, Councilmember, Place Two
Gary F. Stork, Councilmember, Place Three
Gene Allen, Councilmember, Place Four

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION AUTHORIZING PUBLICATION OF
NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION**

(the "**Resolution**") was duly read. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ____ NOES: ____ ABSTENTIONS: ____

2. A true, full, and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 14th day of April, 2015.

City Secretary, City of Kerrville, Texas

(SEAL)

Agenda Item:

6C. Update on river trail and Louise Hays Park/Lehmann Monroe Park projects.

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

SUBJECT: Update on River Trail and Louise Hays Park/Lehmann Monroe Park projects

FOR AGENDA OF: April 14, 2015

DATE SUBMITTED: April 9, 2015

SUBMITTED BY: Kristine Day
Deputy City Manager

CLEARANCES: Todd Parton
City Manager

EXHIBITS: N/A

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



Expenditure

Current Balance

Amount

Account

Required:

in Account:

Budgeted:

Number:

\$

\$

\$

PAYMENT TO BE MADE TO:

REVIEWED BY THE DIRECTOR OF FINANCE:

SUMMARY STATEMENT

Staff will also give an update on the current status of the Louise Hays/Lehmann Monroe Park project including the current construction activity, timeline, opening date, and opening celebration.

Staff will give an update on the current status of the River Trail project including current construction activity, timelines, opening dates and future trail sections under design and in land acquisition phase.

RECOMMENDED ACTION

No staff recommendation.

Agenda Item:

7A. Update regarding the Kerrville and Kerr County Emergency Management Plan. (staff)

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

SUBJECT: City staff update and City Council discussion regarding the Kerrville and Kerr County Emergency Management Plan

FOR AGENDA OF: Apr. 14, 2015

DATE SUBMITTED: Apr. 7, 2015

SUBMITTED BY: Todd Parton
City Manager

CLEARANCES:

EXHIBITS: Multi-Jurisdiction Joint Resolution – Dated 8/8/83
City of Kerrville Ordinance No. 83-30
City of Ingram Ordinance No. 83-07
Kerr County Court Order – Dated 8/8/83

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:

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

PAYMENT TO BE MADE TO:

REVIEWED BY THE FINANCE DEPARTMENT:

SUMMARY STATEMENT

City staff will provide an update to the City Council regarding the status of emergency management for the City of Kerrville. Attached are the founding documents for the Kerrville and Kerr County Emergency Management Plan. Under Fire Chief Smith's management, emergency operations have seen significant changes. The recent protocols implemented during the ice and heavy rain events are visible examples of these changes. However, there have been several more operational changes that have also been implemented by Tony Lenard, Emergency Management Coordinator, under the oversight of the chief.

RECOMMENDED ACTION

This item is for presentation and discussion. No action will be required.

JOINT RESOLUTION

WHEREAS, the City of Kerrville by City Ordinance No. 83-30 and the City of Ingram Ordinance No. 83 - 07, and Kerr County Commissioners' Court Order dated August 8, 1983, have established similar programs of comprehensive emergency management which includes the mitigation, preparedness response and recovery phases of emergency management; and

WHEREAS, the Cities and County find that vulnerability to many potential hazards is shared by residents of Kerrville and Ingram and the unincorporated portions of Kerr County; and

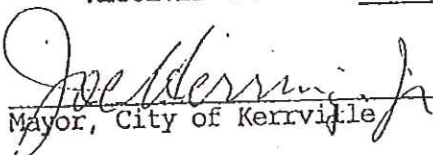
WHEREAS, the Cities and County further finds that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the Cities and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned Ordinances and Court Order;

THEREFORE, BE IT RESOLVED that there is hereby established the Kerrville/Ingram/Kerr County Emergency Management organization which shall consist of the officers and employees of the Cities and of the County as designated in a joint emergency management plan, together with such organized volunteer groups as that plan may specify; and

BE IT FURTHER RESOLVED that the Mayors of Kerrville and Ingram and the Kerr County Judge shall mutually appoint an Emergency Management Coordinator to coordinate all aspects of the Kerrville/Ingram/Kerr County program of comprehensive emergency management, including the preparation and maintenance of a joint emergency management plan for Kerrville/Ingram and Kerr County in accordance with this resolution.

RESOLVED this the 8 day of August 1983.



Mayor, City of Kerrville

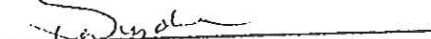
ATTEST:



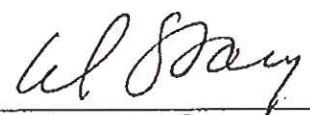
Kerrville City Clerk



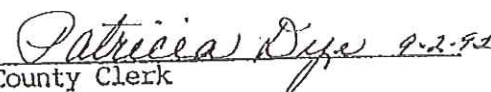
Mayor, City of Ingram



City Secretary



Kerr County Judge



County Clerk

CITY OF KERRVILLE

ORDINANCE NO. 83-30

AN ORDINANCE ESTABLISHING A PROGRAM OF COMPREHENSIVE EMERGENCY MANAGEMENT WHICH INCLUDES THE MITIGATION, PREPAREDNESS RESPONSE AND RECOVERY PHASES OF EMERGENCY MANAGEMENT AGENCIES; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT COORDINATOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF KERRVILLE; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES; PROHIBITING UN-AUTHORIZED WARNING AND ALL-CLEAR SIGNALS AND MAKING VIOLATIONS A MISDEMEANOR PUNISHABLE BY FINE NOT TO EXCEED \$1,000 OR CONFINEMENT IN JAIL FOR A TERM NOT TO EXCEED 180 DAYS.

WHEREAS, the City Council of the City of Kerrville finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a plan, and the means for its implementation, for the protection of lives and property in the City of Kerrville from natural or man-caused disasters or the threat thereof is immediately essential; and

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation, adoption, and implementation of such plans are now imperative;
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE:

Section 1. There exists the office of Emergency Management Director of the City of Kerrville, which shall be held by the Mayor in accordance with state law.

(A) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;

(B) The Director shall be responsible for conducting a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in Section 4

of this ordinance. He may delegate authority for execution of these duties to the Coordinator, but ultimate responsibility for such execution shall remain with the Director.

Section 2. The powers and duties of the Director shall include an on-going survey of actual or potential major hazards which threaten life and property within the City; and an on-going program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur. As part of his responsibility in hazard mitigation, the Director shall supervise the development of an emergency management plan for the City of Kerrville, and shall recommend that plan for adoption by the City Council along with any and all mutual aid plans and agreements which are deemed essential for the implementation of such emergency management plan. The powers of the Director shall include the authority to declare a State of Disaster, but such action may be subject to confirmation by the City Council at its next meeting. The duties of the Director shall also include the causing of a survey of the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided for herein, as well as a continuing study of the need for amendments and improvements in the emergency management plan.

Section 3. The Mayor is hereby authorized to join with the County Judge of the County of Kerr and the mayors of the other cities in said county in the formation of an Emergency Management Council for the County of Kerr and shall have the authority to cooperate in the preparation of a joint emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a county-wide program of emergency management insofar as said program may affect the City of Kerrville.

Section 4. The duties and responsibilities of the Emergency Management Director shall include the following:

(A) The direction and control of the actual disaster operations of the Kerrville-Kerr County Emergency Management organization as well as the training of Emergency Management personnel.

(B) The determination of all questions of authority and responsibility that may arise within the Emergency Management Organization of the City.

(C) The maintenance of necessary liaison with other municipal, county, district, state, regional, federal, or other Emergency Management organizations.

(D) The marshaling, after declaration of a disaster as provided for above, of all necessary personnel, equipment or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.

(E) The issuance of all necessary proclamations as to the existence of a disaster and the immediate operational effectiveness of the City of Kerrville emergency management plan.

(F) The issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the City of Kerrville. Such rules and regulations shall be filed in the office of the City Clerk and shall receive widespread publicity unless publicity would be of aid and comfort to the enemy.

(G) The supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the State and other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county in which said city is located and with other municipalities within the county, for the county-wide coordination of Emergency Management efforts.

(H) The supervision of, and final authorization for the procurement of all necessary supplies and equipment, including purpose of improving Emergency Management within the City.

(I) The authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.

Section 5. The operational Emergency Management organization of the City of Kerrville shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as all organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan. Such plan shall set forth the form of the organization, establish and designate divisions and functions, assign tasks, duties and powers, and designate officers and employees to carry out the provisions of this ordinance. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the State Division of Emergency Management of the State of Texas and of the Federal Government.

Section 6. Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be subject to the penalties imposed by this ordinance.

Section 7. At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede and override all existing ordinance orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Section 8. This ordinance shall not be construed so as to conflict with any States or Federal statute or with any military or naval rule, or regulation.

Section 9. This ordinance is an exercise by the City of its government functions for the protection of the public peace, health and safety and neither the City of Kerrville, the agents or representatives of said City, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof,

in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to persons as a result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City of Kerrville a license or privilege, or otherwise permits the City to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack shall, together with his successors in interest, if any, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Section 10. No person shall have the right to expend any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council nor shall any person have any right to bind the City by contract, agreement or otherwise without prior and specific approval of the City Council.

Section 11. It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance, or to do any act forbidden any rule or regulation issued pursuant to the authority contained in this ordinance. It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or any other means of identification as a member of the Emergency Management organization of the City of Kerrville, unless authority to do so has been granted to such person by the proper officials. Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed \$1,000 (one thousand dollars) or confinement in jail for a term not to exceed 180 days.

Section 12. Each employee or any individual that is assigned a function or responsibility shall solemnly swear or affirm to support and defend the Constitution of the United States, laws of the State of Texas and the Ordinances of the City of Kerrville.

Section 13. If any portion of this ordinance shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions thereof.

Section 14. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

READ AND APPROVED on first reading this the 26 day of July, 19 83.

READ, APPROVED AND ADOPTED on second reading this the 9 day of August, 19 83.

ATTEST:

Mrs. Sheila L. Brand
Mrs. Sheila Brand, City Clerk

Thomas W. Pollard
Thomas W. Pollard, Mayor
City of Kerrville, Texas

Approved as to Form:

Thomas S. Torrell
Thomas S. Torrell, City Clerk

CITY OF INGRAM

ORDINANCE NO. 83-07

AN ORDINANCE ESTABLISHING A PROGRAM OF COMPREHENSIVE EMERGENCY MANAGEMENT WHICH INCLUDES THE MITIGATION, PREPAREDNESS RESPONSE AND RECOVERY PHASES OF EMERGENCY MANAGEMENT AGENCIES; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT COORDINATOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF INGRAM; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES; PROHIBITING UNAUTHORIZED WARNING AND ALL-CLEAR SIGNALS AND MAKING VIOLATIONS A MISDEMEANOR PUNISHABLE BY FINE NOT TO EXCEED \$1,000 OR CONFINEMENT IN JAIL FOR A TERM NOT TO EXCEED 180 DAYS.

WHEREAS, the City Council of the City of Ingram finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a plan, and the means for its implementation, for the protection of lives and property in the City of Ingram from natural or man-caused disasters or the threat thereof is immediately essential; and

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation, adoption, and implementation of such plans are now imperative;
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INGRAM:

Section 1. There exists the office of Emergency Management Director of the City of Ingram, which shall be held by the Mayor in accordance with state law.

(A) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;

(B) The Director shall be responsible for conducting a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in Section 4

of this ordinance. He may delegate authority for execution of these duties to the Coordinator, but ultimate responsibility for such execution shall remain with the Director.

Section 2. The powers and duties of the Director shall include an on-going survey of actual or potential major hazards which threaten life and property within the City; and an on-going program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur. As part of his responsibility in hazard mitigation, the Director shall supervise the development of an emergency management plan for the City of Ingram, and shall recommend that plan for adoption by the City Council along with any and all mutual aid plans and agreements which are deemed essential for the implementation of such emergency management plan. The powers of the Director shall include the authority to declare a State of Disaster, but such action may be subject to confirmation by the City Council at its next meeting. The duties of the Director shall also include the causing of a survey of the availability of existing personnel, equipment, supplies and services which could be used during a disaster, as provided for herein, as well as a continuing study of the need for amendments and improvements in the emergency management plan.

Section 3. The Mayor is hereby authorized to join with the County Judge of the County of Kerr and the mayors of the other cities in said county in the formation of an Emergency Management Council for the County of Kerr and shall have the authority to cooperate in the preparation of a joint emergency management plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a county-wide program of emergency management insofar as said program may affect the City of Ingram.

Section 4. The duties and responsibilities of the Emergency Management Director shall include the following:

(A) The direction and control of the actual disaster operations within the City of Ingram, as well as the training of Emergency Management personnel.

(B) The determination of all questions of authority and responsibility that may arise within the Emergency Management Organization of the City.

(C) The maintenance of necessary liaison with other municipal, county, district, state, regional, federal, or other Emergency Management organizations.

(D) The marshaling, after declaration of a disaster as provided for above, of all necessary personnel, equipment or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.

(E) The issuance of all necessary proclamations as to the existence of a disaster and the immediate operational effectiveness of the City of Ingram Emergency Management Plan.

(F) The issuance of reasonable rules, regulations or directives which are necessary for the protection of life and property in the City of Ingram. Such rules and regulations shall be filed in the office of the City Clerk and shall receive widespread publicity unless publicity would be of aid and comfort to the enemy.

(G) The supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the State and other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county in which said city is located and with other municipalities within the county, for the county-wide coordination of Emergency Management efforts.

(H) The supervision of, and final authorization for the procurement of all necessary supplies and equipment, including purpose of improving Emergency Management within the City.

(I) The authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.

Section 5. The operational Emergency Management organization of the City of Ingram shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as all organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan. Such plan shall set forth the form of the organization, establish and designate divisions and functions, assign tasks, duties and powers, and designate officers and employees to carry out the provisions of this ordinance. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the State Division of Emergency Management of the State of Texas and of the Federal Government.

Section 6. Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be subject to the penalties imposed by this ordinance.

Section 7. At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

Section 8. This ordinance shall not be construed so as to conflict with any States or Federal statute or with any military or naval rule, or regulation.

Section 9. This ordinance is an exercise by the City of its government functions for the protection of the public peace, health and safety and neither the City of Ingram, the agents and representatives of said City, nor any individual, receiver, firm partnership, corporation, association, or trustee, nor any of the agents thereof.

in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to persons as a result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City of Ingram a license or privilege, or otherwise permits the City to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual, impending or practice enemy attack shall, together with his successors in interest, if any, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Section 10. No person shall have the right to expend any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement or otherwise without prior and specific approval of the City Council.

Section 11. It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance, or to do any act forbidden any rule or regulation issued pursuant to the authority contained in this ordinance. It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or any other means of identification as a member of the Emergency Management organization of the City of Ingram, unless authority to do so has been granted to such person by the proper officials. Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed \$1,000 (One Thousand Dollars) or confinement in jail for a term not to exceed 180 days.

Section 12. Each employee or any individual that is assigned a function or responsibility shall solemnly swear or affirm to support and defend the Constitution of the United States, laws of the State of Texas and the Ordinances of the City of Ingram.

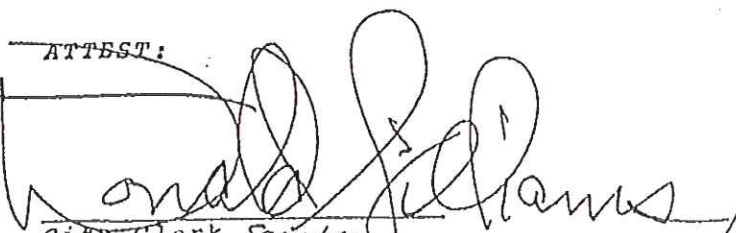
Section 13. If any portion of this ordinance shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions thereof.

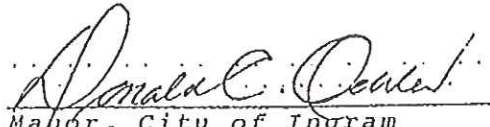
Section 14. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

READ AND APPROVED on first reading this the 26th day of July, 1983.

READ, APPROVED AND ADOPTED on second reading this the 9th day of August, 1983.

ATTEST:


City Clerk Secretary


Mayor, City of Ingram

KERR COUNTY
COMMISSIONERS COURT ORDER

BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ESTABLISHING A PROGRAM OF COMPREHENSIVE EMERGENCY MANAGEMENT WHICH INCLUDES THE MITIGATION, PREPAREDNESS RESPONSE AND RECOVERY PHASES OF EMERGENCY MANAGEMENT: ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR, AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR: AND PROVIDING THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES: IDENTIFYING AN OPERATIONAL ORGANIZATION: GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE COUNTY OF KERR: AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER COUNTIES OR CITIES FOR RELATED PURPOSES: PROHIBITING UNAUTHORIZED WARNING AND ALL-CLEAR SIGNALS AND MAKING VIOLATIONS A MISDEMEANOR, PUNISHABLE BY FINE NOT TO EXCEED \$1,000 OR CONFINEMENT IN JAIL FOR A TERM NOT TO EXCEED 180 DAYS.

WHEREAS, the Commissioners Court of the County of Kerr finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the County if the lives and property of the populace are to be protected; and

WHEREAS, the Commissioners Court hereby declares that the preparation of a plan, and the means for its implementation, for the protection of lives and property in the County of Kerr from natural or man-caused disasters or threat thereof is immediately essential; and

WHEREAS, the Commissioners Court further finds that in times of disasters which may imperil the safety of the inhabitants of the County or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the Commissioners Court finds, therefore, that the preparation, adoption, and implementation of such plans are now imperative; BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS:

Section 1. There exists the office of Emergency Management Director of the County of Kerr, which shall be held by the County Judge in accordance with state law.

(A) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the Director;

(B) The Director shall be responsible for conducting a program of comprehensive emergency management within the County and for carrying out the duties and responsibilities set forth in Section 4 of this order. He may delegate authority for execution of these duties to the Coordinator, but ultimate responsibility for such execution shall remain with the Director.

for the purpose of sheltering persons during an actual, impending or practice enemy attack shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to the property of such person.

Section 10. No person shall have the right to expend any public funds of the County in carrying out any Emergency Management activity authorized by this order without prior approval by the Commissioners Court, nor shall any person have any right to bind the County by contract, agreement or otherwise without prior and specific approval of the Commissioners Court.

Section 11. It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this order, or to do any act forbidden by rule or regulation issued pursuant to the authority contained in this order. It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or any other means of identification as a member of the Emergency Management organization of the County of Kerr, unless authority to do so has been granted to such person by the proper officials. Convictions for violations of the provisions of this order shall be punishable by fine not to exceed \$1,000 (one thousand dollars) or confinement in jail for a term not to exceed 180 days.

Section 12. Each employee or any individual that is assigned a function or responsibility shall solemnly swear or affirm to support and defend the Constitution of the United States, laws of the State of Texas and the orders of the County of Kerr.

Section 13. If any portion of this order shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions thereof.

Section 14. All orders, parts of orders, or resolutions in conflict herewith are expressly repealed.
Motion made by Commissioner Holland, seconded by Commissioner Lich and unanimously approved by the Court.

READ, APPROVED AND ADOPTED on ~~xxxxxxxxxxxx~~ this the 8th
day of August, 1983.

County of KERR, County Judge
Kerr County, Texas
Gordon S. Morriss

Agenda Item:

8A. Appointments to the Parks and Recreation Advisory Board. (staff)

**BUSINESS OF THE CITY COUNCIL
CITY OF KERRVILLE, TEXAS**

SUBJECT: Appointments to the Parks and Recreation Advisory Board

FOR AGENDA OF: April 14, 2015

DATE SUBMITTED: March 31, 2015

SUBMITTED BY: Brenda Craig
City Secretary

BC

CLEARANCES: Todd Parton
City Manager

EXHIBITS: Board List

AGENDA MAILED TO:

APPROVED FOR SUBMITTAL BY CITY MANAGER:



SUMMARY STATEMENT

Consider appointments to the following board:

Parks and Recreation Advisory Board: Five terms that expired March 31, 2015.

RECOMMENDED ACTION

Consider appointments.

PARKS AND RECREATION ADVISORY BOARD

	<u>Telephone</u>	<u>Orig. Appt.</u>	<u>Re-Appt. Date</u>	<u>Exp. Date</u>
ALFORD, NANCY E. 2213 Singing Wind	214-663-9903 (C)	03-27-12	04-09-13	03-31-15
KAYNE, JACKLYN 3564 Fredericksburg Rd	895-7524 (W) 895-7962 (H)	03-11-14		03-31-16
GARDNER, JAMES 200 Fairway Dr.	285-2129 (H)	09-23-14		03-31-15
LIPSCOMB, DAVID 909 Lake Drive	895-4232 (H)	04-12-11	04-09-13	03-31-15
MUNSON, JAY 808 Lloyd Drive	257-2212 (W) 792-4394 (H) 370-8344 (C)	03-11-14		03-31-16
MUSE, BILL 2956 Oak Park Dr.	928-7028 (C) 792-7355 (W)	4-09-13		03-31-15
SCOTT-JOHNSON, MEG 438 Timber Ridge Dr.	713-724-4168 (C) 257-0022 (H)	03-27-12	03-11-14	03-31-16
WALLACE, ED 131 Royal Oaks	257-5272 (H) 377-0455 (C)	11-30-11	04-09-13	03-31-15
COUNCIL LIAISON:				
Gene Allen 2106 Vista Ridge Dr. 1221 Junction Highway	895-5111 (O)			
CITY STAFF:				
Kristine Ondrias Assistant City Manager	258-1106 (O)			
Malcolm Matthews Director of Parks & Recreation	258-1150 (O)			

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

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

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

Quorum: Five

Members: Eight

Meeting Time & Place: Third Thursday, 8:15 a.m., City Council Chambers

Absences: Any member having three consecutive unexcused absences shall have his membership reviewed by the board. By majority vote, the board may recommend to the council that such member be removed from office. The council may then act upon such recommendation and either remove or retain such member.

Established by: Ordinance No. 1984-37, amended by Ordinance No. 1987-24

Code of Ordinances: Chapter 74 - Article II – Sections 74-31 through 74-38

Revised: October 9, 2014