

**AGENDA FOR REGULAR MEETING**

**KERRVILLE CITY COUNCIL**

**TUESDAY, JUNE 23, 2015, 6:00 P.M.**

**KERRVILLE CITY HALL COUNCIL CHAMBERS**

**701 MAIN STREET, KERRVILLE, TEXAS**

**KERRVILLE CITY COUNCIL AGENDA**  
**REGULAR MEETING, TUESDAY, JUNE 23, 2015, 6:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS**  
**701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER**

**INVOCATION:** by Neva Pratt, Vice President of Christian Assistance Ministry.

**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. PRESENTATIONS:**

2A. Resolution of commendation to Kenneth Early for serving on the Economic Improvement Corporation. (Mayor Pratt)

2B. Resolution of commendation to Larry Howard for serving on the Economic Improvement Corporation. (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. Authorization for the City Manager to enter into a grant agreement with the Army Corps of Engineers to perform a volumetric survey on Lake Nimitz in an amount not to exceed \$19,092.00. (staff)

**END OF CONSENT AGENDA**

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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, June 19, 2015 at 4:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown  
Deputy City Secretary, City of Kerrville, Texas

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**4. ORDINANCES, SECOND AND FINAL READING:**

4A. Ordinance No. 2015-12, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); and ordering publication. (staff)

**5. CONSIDERATION AND POSSIBLE ACTION:**

5A. Request by the Joint Airport Board to proceed with the refurbishing of the Mooney parking lot, asphalt repair, and taxiway extension with participation from the City of Kerrville. (Bruce McKenzie, airport manager)

5B. Amendment 1 to the Contract of Sale between the City of Kerrville and Cailloux Foundation Properties, LLC, for a proposed athletic facility. (staff)

**6. INFORMATION AND DISCUSSION:**

6A. Budget update. (staff)

**7. ITEMS FOR FUTURE AGENDA:**

**8. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

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

**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:

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Cheryl Brown  
Deputy City Secretary, City of Kerrville, Texas

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Sections 551.071, 551.072 and 551.073:

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:

- Deliberation of a negotiated contract for a prospective gift or donation the public discussion of which would have a detrimental effect on the position of the City in negotiations with a third person.

**11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**

**12. ADJOURNMENT.**

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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, June 19, 2015 at 4:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Cheryl Brown

Deputy City Secretary, City of Kerrville, Texas

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## **Agenda Item:**

2A. Resolution of commendation to Kenneth Early for serving on the Economic Improvement Corporation. (Mayor Pratt)



## City of Kerrville

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### RESOLUTION OF COMMENDATION

**WHEREAS, KENNETH EARLY** has served as a member of the Economic Improvement Corporation with the date of service beginning May 24, 2011; and

**WHEREAS, KENNETH EARLY** has served faithfully and dutifully on said board;

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

That **KENNETH EARLY** be recognized for outstanding service as a member of the Economic Improvement Corporation, and that on behalf of the citizens of Kerrville as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

\_\_\_\_\_  
Gary Stork, Mayor Pro Tem

\_\_\_\_\_  
Stephen P. Fine, Councilmember

\_\_\_\_\_  
Bonnie White, Councilmember

\_\_\_\_\_  
E. Gene Allen, Councilmember



## **Agenda Item:**

2B. Resolution of commendation to Larry Howard for serving on the Economic Improvement Corporation. (Mayor Pratt)



## City of Kerrville

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### RESOLUTION OF COMMENDATION

**WHEREAS, LARRY HOWARD** has served as a member of the Economic Improvement Corporation with the date of service beginning May 24, 2011; and

**WHEREAS, LARRY HOWARD** has served faithfully and dutifully on said board;

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

That **LARRY HOWARD** be recognized for outstanding service as a member of the Economic Improvement Corporation, and that on behalf of the citizens of Kerrville as well as for ourselves individually, we wish to express our sincere appreciation for contributions to the city and the community.

PASSED AND APPROVED, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

\_\_\_\_\_  
Gary Stork, Mayor Pro Tem

\_\_\_\_\_  
Stephen P. Fine, Councilmember

\_\_\_\_\_  
Bonnie White, Councilmember

\_\_\_\_\_  
E. Gene Allen, Councilmember



## **Agenda Item:**

3A. Authorization for the City Manager to enter into a grant agreement with the Army Corps of Engineers to perform a volumetric survey on Lake Nimitz in an amount not to exceed \$19,092.00. (staff)

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

**SUBJECT:** Authorization for the City Manager to enter into an agreement with the Army Corps of Engineers to perform a volumetric survey on Lake Nimitz in an amount not to exceed \$19,092.00.

**FOR AGENDA OF:** 06/23/15

**DATE SUBMITTED:** 06/11/15

**SUBMITTED BY:** Stuart Barron  
Director of Public Works

**CLEARANCES:** Kristine Day  
Deputy City Manager

**EXHIBITS:** United States Army Corp, Letter of Agreement

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

**Expenditure  
Required:  
\$ 19,092.00**

**Current Balance  
in Account:  
\$**

**Amount In  
Contingency:  
\$**

**Account  
Number:**

**REVIEWED BY THE FINANCE DIRECTOR:**

**SUMMARY STATEMENT**

The City of Kerrville owns and operates Nimitz Lake, which is located on the Guadalupe River. The lake provides many beneficial uses for the City. One benefit utilized is the ability to store surface water that is used when drought conditions exist. The lake was built in 1984, and is permitted to impound 840 acre feet. However, many floods have since deposited sediments into the lake. This has resulted in a decrease in the lake's holding capacity.

During the recent drought, the City has worked with the United States Geological Survey (USGS) to monitor local river gauges. While doing so, the City has been informed of a Lake Survey Program that is available through the Texas Water Development Board (TWDB). City staff has contacted TWDB to request a cost estimate for the surveying of Nimitz Lake. The TWDB has responded with a quote of \$38,184.00. In addition, the TWDB has recommended a cost sharing program provided by the Army Corps of Engineering that would fund the volumetric survey with a grant up to 50% of the total cost. The Army Corps of Engineers is willing to award a grant to the City, and the City's cost shall not exceed \$19,092. The estimated time of completion for the survey can range up to 18 months.

As mentioned previously, the City utilizes this lake to meet water demands and quantifying the volume of water in Nimitz Lake is very important. Having these figures will assist in strategic planning during drought periods.

### **Recommendations**

Approve the City Manager to execute a Letter of Agreement with the Army Corps of Engineering.

PLANNING ASSISTANCE TO STATES PROGRAM  
LETTER OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
THE CITY OF KERRVILLE, TX  
FOR THE NIMITZ LAKE HYDROGRAPHIC SURVEY

THIS AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Department of the Army (hereinafter called the "Government"), represented by the U.S. Army Engineer, Fort Worth District, and the City of Kerrville, TX, (hereinafter the "Non-Federal Sponsor"), represented by City Manager.

WITNESSETH, that

WHEREAS, Section 22 of the Water Resources Development Act (WRDA) of 1974 (Public Law 93-251), as amended, authorizes the Secretary of the Army, acting through the Chief of Engineers, to assist the States in the preparation of comprehensive plans for the development, utilization and conservation of water and related resources of drainage basins, watersheds, or ecosystems located within the boundaries of such States;

WHEREAS, Section 319 of the Water Resources Act of 1990 (Public Law 101-640) authorizes the Secretary of the Army to collect fees from States and other non-Federal governmental entities for the purpose of recovering fifty (50) percent of the cost of the program established by Section 22 of WRDA 1974;

WHEREAS, the Non-Federal Sponsor has reviewed the State of Texas's comprehensive water plans and identified the need for the planning assistance as described in a Plan of Study;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") to provide the planning assistance (hereinafter the "Study") and to share equally in the costs of the Study; and

WHEREAS, the Non-Federal Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to participate in study cost-sharing and financing in accordance with the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Government, using funds contributed by the Non-Federal Sponsor and appropriated by the Congress, shall expeditiously prosecute and complete the Study, estimated to be completed within eighteen (18) months from the date receipt of funds from the Sponsor, substantially in compliance with the Plan of Study attached as Appendix 1 and in conformity with applicable federal laws and regulations and mutually acceptable standards of engineering practice.

2. The Non-Federal Sponsor shall contribute in cash fifty (50) percent of the total study costs. The total study costs will not exceed \$38,184. The Non-Federal Sponsor agrees to provide a cashier or certified check in the amount of \$19,092 which shall be made payable to FAO, USAED, Fort Worth District, prior to any work being performed under this Agreement. The Government shall keep complete records and accounts of all funds expended in connection with the Study.
3. Within ninety (90) days upon completion of the Study or early termination of the Study pursuant to Section 5 of this Agreement, the Government shall prepare a final accounting of the costs of the Study, which shall display: (1) cash contributions by the Non-Federal Sponsor, and (2) disbursements by the Government of all funds. Subject to the availability of funds, within thirty (30) days after the final accounting, the Government shall return to the Non-Federal Sponsor non-federal cash contributions that exceed the total costs of the services provided.
4. No federal funds may be used to meet the Non-Federal Sponsor share of study costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.
5. Upon thirty (30) days written notice, either Party may terminate or suspend performance of the Study without penalty. Upon such notice, the Government will stop performance of the Study under the Agreement immediately. If the Study is terminated, the Agreement shall terminate within sixty (60) days after the completion of the final accounting as provided in Section 3.
6. The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the activities of this agreement, except for damages due to the fault or negligence of the Government or its contractors.
7. The Parties may modify this Agreement by written amendment, signed by the Parties.
8. Before any Party to the Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of nonbinding alternate dispute resolution mutually acceptable to the Parties.
9. This Agreement shall not affect any pre-existing or independent relationships or obligations between the Non-Federal Sponsor and the Government.
10. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal, or unenforceable, by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired and shall continue in effect until the Agreement is completed.

This Agreement shall become effective upon the signature of the District Engineer.

BY \_\_\_\_\_  
CLAY A. MORGAN  
Lieutenant Colonel, EN  
Acting Commander

BY \_\_\_\_\_  
TODD PARTON  
City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

I, **[Non-Federal Sponsor Attorney Name]**, do hereby certify that I am the principal legal officer of the City of Kerrville, that the City of Kerrville is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Kerrville in connection with the Nimitz Lake Hydrographic Survey, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of Kerrville have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**[Non-Federal Sponsor Attorney Name]**  
**[Title]**

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

{NAME}

{TITLE OF SIGNATORY TO AMENDMENT}

DATE: \_\_\_\_\_

# **Appendix 1**

## **NIMITZ LAKE HYDROGRAPHIC SURVEY**

### **SCOPE OF WORK**

#### **INTRODUCTION**

U.S. Army Corps of Engineers, Fort Worth District (hereinafter referred to as the "GOVERNMENT") and City of Kerrville, (hereinafter referred to as the "SPONSOR") are the ultimate beneficiaries of the data to be collected under this study. The Hydrographic Survey Program is a non-profit, user-funded program within TWDB. The purpose of this survey is to collect bathymetric data to develop an updated area-elevation-capacity table. Sedimentation data will also be collected to determine an estimate of accumulation and location. All maps generated from this survey are related to this purpose, and the TWDB makes no representation or assumes any liability if this information is used for any other purposes, such as boating maps.

The Government will contract with the Texas Water Development Board (TWDB) to perform, or cause to have performed, a sedimentation survey of Nimitz Lake, Texas. In an effort to keep costs to minimum, basic needs were identified and are presented in the Specifications section below. Should the Government and/or Sponsor require analysis beyond that identified in the basic contract; that information can be provided at an additional cost as identified in the Budget section.

#### **LOCATION OF SURVEY**

Nimitz Lake is located on the Guadalupe River in Kerr County. The SPONSOR owns the water rights. The SPONSOR owns and operates the facility. According to information from the SPONSOR, Nimitz Lake has approximately 100 surface acres when the water-level is at the top of conservation pool elevation – 1,621 feet above msl (NGVD'29).

#### **SURVEY PLAN, SPECIFICATION, AND ANALYSES**

Surface acreage will be based on Digital Ortho Quads furnished by the TWDB. Positioning on the reservoir surface will be established utilizing Differential Global Positioning System (DGPS) with an estimated resolution of one meter or better. Survey data will be collected from survey lines spaced at approximately 150 feet. These lines will be followed to the extent possible as permitted by obstructions. Positioning and sounding data will be collected and stored electronically at the rate of one measurement every second. The TWDB represents the accuracy of the area where data was collected. The model of the reservoir bottom is mathematically interpolated between collected points by accepted engineering practices, and is a mathematical estimate of the actual bottom.

Analyses of the survey data will include: (1) an elevation-area-capacity table of the reservoir, acceptable to the Texas Commission on Environmental Quality, with definition

of 0.1 feet; (2) a bottom contour map with definition of 5 feet, depending on legibility; (3) a shaded relief plot of the reservoir bottom; and (4) an estimate of sediment accumulation and location. The TWDB will provide a copy of the report text and elevation-area-capacity table to the Government and Sponsor for review and comment prior to preparation of the final report. The GOVERNMENT and/or SPONSOR must submit written comments on the draft report text and elevation-area-capacity table within 60 days of receipt. If no comments are received by the TWDB within sixty days from receipt the TWDB may finalize the report. The TWDB will address any legitimate questions regarding accuracy in writing within thirty days of receipt, and the TWDB will address the comments in the final report. Three hard copies and one (1) electronic copy of the final report will be provided to the GOVERNMENT and SPONSOR along with the digital data. Additional copies of the reports will be provided at the cost of \$50.00 per copy. All data from the survey will be stored for future reference on TWDB computers and backup up on tape, CD or DVD.

The elevation-area-capacity table will be delivered as a Microsoft Office Excel spreadsheet. A Triangulated Irregular Network (TIN) Model will be created using a mass points file, from bathymetric data collected during the survey. All vertical data will be adjusted and referenced to local gage datum. The horizontal datum will be referenced to NAD83 State Plane, Central Texas Zone. These procedures will be described in the final report.

## **SURVEY SCHEDULE**

The TWDB will schedule the field survey to begin on an agreed date after the contract has been signed. The first day will be spent meeting lake staff, visually surveying the lake conditions, and finding and checking the condition of boat ramps. The survey will begin after the completion of these activities. Pool elevation, weather, and condition of equipment are some of the possible factors that could affect the actual time of performing the survey.

The TWDB will contact the GOVERNMENT and SPONSOR the week prior to the survey to confirm the proposed date. Confirmation by the GOVERNMENT Project Manager will signify approval that the survey be conducted at the current surface water elevation. If any delays are anticipated, the survey will be rescheduled as soon as possible. The new date will be determined with the approval of the GOVERNMENT Project Manager.

## **ON-SITE STORAGE**

An enclosed, secure structure with minimum dimensions of 10 feet by 30 feet shall be provided by the SPONSOR for storage of the survey vessel(s) if the TWDB deems necessary. The secured area may be a fenced enclosure. The enclosed, secured structure will need a vertical clearance of sufficient height to allow storage of the survey vessel(s) on its trailer, or approximately 12 feet. TWDB personnel will coordinate with the SPONSOR or designated representative staff for hours of accessibility to this structure.

## COST ESTIMATE

- A. Survey Cost. Standard charges for the cost of the survey and report are proposed as lump sum fees in accordance with the recorded surface areas (for cost calculation purposes, surface area was tripled due to 150 foot line spacing) and the computed cost shown in the paragraph (B.) below. An additional charge for sedimentation data collection, coring and analyses will be added and a contingency fee may be charged for navigational hazards.

The total survey cost shall not exceed \$38,184.

- B. Hydrographic Survey Program Cost Computation.  
The Texas Water Development Board computes Standard Charges for Volumetric Surveys utilizing the following formula:

$$\text{Base Rate} = -0.0000016 \times (\text{Area})^2 + 1.15 \times (\text{Area}) + \$20,500$$

(Area is the surface area of the lake at the time of the survey, in acres and Rate is the proposed cost of the survey). Nimitz Lake has a surface area of 100 acres at elevation 1,621 feet above msl, but was calculated at 300 acres because of the 150 foot line spacing. The estimated base rate is therefore \$20,846. The cost of the survey and report are proposed as lump sum fees in accordance with the recorded surface areas and the standard rate schedule and represents the typical charges for an underwater bathymetric (volumetric) survey only for a given size lake and associated reporting of the findings. This standard charge schedule assumes: a surface acreage of the lake at normal pool elevation; a 150 foot average width between the surveying transects; acceptable weather conditions; no significant surface or sub-surface obstructions to navigation; no unusual owner-induced delays once the field mobilization and survey effort has been initiated; a coordination meeting with the SPONSOR's Representative; and a standard survey report consisting of a description of the lake and previously-known physical and storage conditions, description of the hydrographic survey methodology, narrative and tabular descriptions of the newly surveyed physical parameters of the lake bathymetry and storage capacity, a two-dimensional contour map and shaded relief plot of the lake bathymetry, and associated digital files of the survey results.

A charge of 35% of the base rate, \$7,296, will be added for collecting and processing multi-frequency data as required for sedimentation surveys.

A flat rate of \$6,000 is added for coring collection and analysis, a process used to verify sedimentation data collection.

A navigational hazards fee not to exceed 5% of the base rate, \$1,042, may be charged for navigational obstructions encountered during the field survey. These obstructions such as submerged trees and vegetation, sand bars, marinas, boat docks and piers slow the data collection process.

C. Cost Summary

|                                  |               |
|----------------------------------|---------------|
| 1. Base Rate (300 surface-acres) | \$ 20,846     |
| 2. Additional Charge             |               |
| Sedimentation data collection    | \$ 7,296      |
| Coring and analyses              | \$ 6,000      |
| 3. Navigational hazards          | \$ 1,042      |
| 4. G&A                           | \$ 3,000      |
| <br>TOTAL                        | <br>\$ 38,184 |

**SUMMARY**

Based on the above rate schedule, and assuming the maximum lake surface area at the time of the survey is 300 acres, the maximum total cost of this survey would be \$38,184. The final cost analysis and cost-sharing adjustments will be conducted at the conclusion of the survey.

The TWDB shall furnish invoices to the GOVERNMENT as follows: (1) An invoice for 75% of the cost of the survey upon completion of the data collection and (2) An invoice for the remaining 25% of the cost upon completion of the final report.

## **Agenda Item:**

4A. Ordinance No. 2015-12, amending the city's "Zoning Code" by amending Article 11-I-10 "Residential Zoning Districts", subsection (F) "RT" – residential transition district with respect to the uses of "Schools" and "Churches", as those terms are defined, within this district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars (\$2000.00); and ordering publication. (staff)

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

**SUBJECT:** Second reading of the Ordinance concerning a zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" Article 11-1-10(f) "RT" Residential Transition District to specify and change development regulations pertaining to churches and schools.

**FOR AGENDA OF:** June 23, 2015

**DATE SUBMITTED:** June 12, 2015

**SUBMITTED BY:** Trenton Robertson  
City Planner

**CLEARANCES:** Kristine Day  
Deputy City Manager

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:** 

| Expenditure<br>Required: | Current Balance<br>in Account: | Amount<br>Budgeted: | Account<br>Number: |
|--------------------------|--------------------------------|---------------------|--------------------|
| \$                       | \$                             | \$                  |                    |

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE DIRECTOR OR FINANCE:**

**SUMMARY STATEMENT**

This item concerns a public hearing for a zoning text amendment to amend Chapter I, "The City of Kerrville Zoning Code" Article 11-1-10(f) "RT" Residential Transition District to specify and change development regulations pertaining to churches and schools by adding language that is underlined (added), as follows:

**Art. 11-I-10 RESIDENTIAL ZONING DISTRICTS**

- "(f) "RT" – Residential Transition District:** In addition to other regulations set forth in the Zoning Code, property located within the "RT" – Residential Transition Zone shall be developed in accordance with the following regulations:

⋮

**(4) Churches and Schools:** Churches and schools are excepted from the development regulations set forth in subsections 11-I-10(f)(3)(i)-(ii), above, and shall comply with the following:

**(i) Building Appearance:** The building shall be constructed with:

- a a wood, rock, brick exterior, stucco, or cement fiber board;
- b a roof consisting of materials and with a similar pitch to other residences in the adjoining neighborhood; and
- c a front door and window(s) on the side of the building

facing the lot front."

A public hearing was conducted by the Planning and Zoning Commission at its regular meeting on June 4, 2015, the planning commission recommended to add additional materials (stucco and cement fiber board) to Art. 11-I-10 (f)(i)(a). A public hearing was conducted by the City Council at its regular meeting on June 9, 2015. City Council made a motion to approve the Planning & Zoning Commission's recommendation to adopt the amendment with the additional building materials.

### **RECOMMENDED ACTION**

Staff recommends that the Council to hold the second reading of the ordinance and to take action for approval.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2015-12**

**AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY AMENDING ARTICLE 11-I-10 "RESIDENTIAL ZONING DISTRICTS", SUBSECTION (F) "RT" – RESIDENTIAL TRANSITION DISTRICT WITH RESPECT TO THE USES OF "SCHOOLS" AND "CHURCHES", AS THOSE TERMS ARE DEFINED, WITHIN THIS DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2000.00); AND ORDERING PUBLICATION**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, legal notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise, of a hearing which was held before the City Council on June 9, 2015, which considered a report of the City of Kerrville Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in revisions to Article 11-I-10 of the City's Zoning Code to add regulations with respect to the uses of a churches and schools within the Residential Transition District – "RT"; and

**WHEREAS**, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on June 9, 2015, as advertised; and

**WHEREAS**, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of properties and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to revise Article 11-I-10 with respect to the uses of churches and schools within the Residential Transition District – "RT";

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

**SECTION ONE.** Article 11-I-10 "Residential Zoning Districts", subsection (f) "RT" – Residential Transition District of the City's Zoning Code is amended by adding the language that is underlined (added) as follows:

**"(f) "RT" – Residential Transition District:** In addition to other regulations set forth in the Zoning Code, property located within the "RT" – Residential Transition Zone shall be developed in accordance with the following regulations:

⋮

(4) **Churches and Schools:** Churches and schools are excepted from the development regulations set forth in subsections 11-I-10(f)(3)(i)-(ii), above, and shall comply with the following:

(i) **Building Appearance:** The building shall be constructed with:

- a a wood, rock, brick exterior, stucco, or cement fiber board;
- b a roof consisting of materials and with a similar pitch to other residences in the adjoining neighborhood; and
- c a front door and window(s) on the side of the building facing the lot front.”

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

**SECTION THREE.** 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, 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 FOUR.** The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-9, Chapter 1 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 FIVE.** Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City’s Charter, 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 SIX.** This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

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

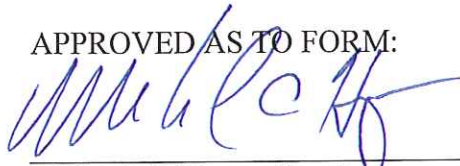
**PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2015.**

\_\_\_\_\_  
Jack Pratt, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael C. Hayes, City Attorney

## **Agenda Item:**

5A. Request by the Joint Airport Board to proceed with the refurbishing of the Mooney parking lot, asphalt repair, and taxiway extension with participation from the City of Kerrville. (Bruce McKenzie, airport manager)

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

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**SUBJECT:** Kerrville-Kerr County Airport / Mooney Parking Lot

**FOR AGENDA OF:** June 23, 2015

**DATE SUBMITTED:** May 29, 2015

**SUBMITTED BY:** Bruce McKenzie  
Airport Manager

**CLEARANCES:**

**EXHIBITS:**

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

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| Expenditure<br>Required: | Current Balance<br>in Account: | Amount<br>Budgeted: | Account<br>Number: |
|--------------------------|--------------------------------|---------------------|--------------------|
| \$                       | \$                             | \$                  |                    |

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

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**SUMMARY STATEMENT**

The Kerrville-Kerr County Joint Airport Board would like to request the City's assistance with labor and equipment, to level the area needed to refurbish the parking area for employees and guests at the Mooney International Manufacturing Facility and to extend a taxiway that will allow for better movement of aircraft. In addition, the aircraft movement areas adjacent to the Delivery Center need to be repaved.

**RECOMMENDED ACTION**

The Joint Airport Board would like to request approval of the Kerrville City Council to proceed with the refurbishing of the parking lot, asphalt repair and taxiway extension with the City's participation.

## **Agenda Item:**

5B. Amendment 1 to the Contract of Sale between the City of Kerrville and Cailloux Foundation Properties, LLC, for a proposed athletic facility. (staff)

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

**SUBJECT:** Amendment 1 to the Contract of Sale between the City of Kerrville and Cailloux Foundation Properties, LLC, for a proposed athletic facility

**FOR AGENDA OF:** June 23, 2015

**DATE SUBMITTED:** June 19, 2015

**SUBMITTED BY:** Todd Parton  
City Manager

**CLEARANCES:**

**EXHIBITS:** Section 4. DEVELOPMENT MATTERS of Contract for Sale  
(existing)

**AGENDA MAILED TO:**

**APPROVED FOR SUBMITTAL BY CITY MANAGER:**

|                    |                        |                  |                |
|--------------------|------------------------|------------------|----------------|
| <b>Expenditure</b> | <b>Current Balance</b> | <b>Amount</b>    | <b>Account</b> |
| <b>Required:</b>   | <b>in Account:</b>     | <b>Budgeted:</b> | <b>Number:</b> |
| <b>\$0</b>         | <b>\$0</b>             | <b>\$0</b>       |                |

**PAYMENT TO BE MADE TO:**

**REVIEWED BY THE FINANCE DEPARTMENT:**

**SUMMARY STATEMENT**

The City of Kerrville and Cailloux Foundation Properties, LLC ("Foundation") entered into a contract of sale for a proposed athletic complex at the intersection of Holdsworth Drive and Town Creek Road. The contract provides for the city's acquisition of land (105 acres) and improvements (baseball, softball, and soccer facilities).

Under the contract, Kerrville would acquire the land and improvements for a maximum of \$9 million and the Foundation would donate the land and cash for a total value of \$3 million. This contract is structured such that the Foundation would secure the contracts for construction via a procurement method that would not utilize competitive bidding requirements. Section 252.022(a)(6) of the Texas Local Government Code provides an exemption from the competitive bidding requirements where public entities purchase land.

In order to ameliorate recent concerns regarding the lack of a competitive bidding process, the Foundation has agreed to amend Section 4. DEVELOPMENT MATTERS to establish that the parties will utilize a competitive bidding process for the improvements.

**RECOMMENDED ACTION**

City staff recommends that the City Council amend Section 4. DEVELOPMENT MATTERS of the contract for sale to incorporate a competitive bidding process.

#### 4. DEVELOPMENT MATTERS.

a. Prior to Closing, Seller covenants and agrees to cause to be designed and constructed the athletic fields and related facilities (the "Project Improvements") in accordance with the provisions of this Section 4 and applicable ordinances, statutes and laws. The scope of the Project Improvements is set forth on Exhibit B attached hereto and incorporated herein by reference for all purposes and has been agreed upon by Seller and Purchaser. The scope of the Project Improvements will not be changed except upon mutual written consent of Seller and Purchaser. Seller and Purchaser anticipate that the land, design and construction of the Project Improvements will cost no more than \$12,000,000.00. To the extent there are change orders or mutually agreed changes in the Project Improvements which would increase said cost beyond \$12,000,000.00, prior to the commencement of any work related to such change order or mutually agreed changes, Purchaser and Seller shall agree who shall bear the burden of funding such additional costs. If Seller proceeds with any such changes or additional costs without Purchaser's written consent, Seller will bear such additional cost.

b. Not later than thirty (30) days after the Effective Date, Seller shall deliver plans for construction of the Project Improvements (the "Project Improvements Plans") to Purchaser for review and approval in accordance with the provisions of Section 12. Once approved by Seller and Purchaser, the Project Improvements Plans shall not be modified without the written consent of both Parties.

c. The Project Improvements shall be designed, constructed and performed in a good and workmanlike manner in accordance with standard design or construction practice, as applicable, for the design or construction of improvements similar to the Project Improvements in question or the performance of the work in question. All construction contracts relating to the Project Improvements shall contain a representation and warranty from the contractor that the construction work covered by such agreements will be warranted from defects in workmanship and materials for a period of at least two (2) years from the date of final acceptance of such work by Seller and Purchaser (unless a longer period of time is provided for by the manufacturer or supplier of any materials or equipment which is a part of such work) and an assignment to Purchaser of the right to enforce such warranty as to any Project Improvements, to the same extent as if Purchaser were a party to the construction contract. All construction and design contracts relating to the Project Improvements shall require the contractor or design professional to notify Purchaser of any alleged default or failure to perform by Seller thereunder and to allow Purchaser time to cure any such alleged default or failure and to take over the performance of Seller under such contract.

d. Seller has engaged Hewitt Engineering, A3 Studio and MEP, Inc. in connection with design work for the Project Improvements. Seller shall provide copies of the contracts with such professionals to Purchaser. Seller shall not amend, modify or alter any design contract submitted to Purchaser without obtaining the prior approval of Purchaser as to any such amendment, modification or alteration that would cause the design contract not to meet the requirements of this Contract, such approval not to be unreasonably withheld, conditioned or delayed. If Purchaser believes there to be an issue as to compliance of the architectural or design contract with the terms of this Contract, Purchaser will notify Seller not later than five (5) Business Days after receipt of the contract specifying the alleged non-compliance. If no notice of non-compliance is issued by Purchaser, the contract will be deemed to comply with the terms

of this Contract. If Purchaser issues notice of non-compliance, Purchaser and Seller shall work in good faith to resolve the issues. Seller shall provide Purchaser three (3) Business Days' prior notice of any termination of the design contract, but Purchaser shall not have any right to approve such termination.

e. Seller (i) shall, prior to entering into the construction contract for the Project Improvements, submit to Purchaser the name and qualifications of the proposed contractor and the proposed form of the construction contract solely for the purpose of allowing Purchaser to confirm the compliance of the construction contract and the contractor with the terms of this Contract and (ii) shall not amend, modify, or alter the construction contract submitted to Purchaser without obtaining the prior approval of Purchaser as to any such amendment, modification or alteration that would cause the construction contract not to meet the requirements of this Contract, such approval not to be unreasonably withheld, conditioned or delayed. If Purchaser believes there to be an issue as to compliance of the construction contract with the terms of this Contract, Purchaser will notify Seller not later than five (5) Business Days after receipt of the contract specifying the alleged non-compliance. If no notice of non-compliance is issued by Purchaser, the contract will be deemed to comply with the terms of this Contract. If Purchaser issues notice of non-compliance, Purchaser and Seller shall work in good faith to resolve the issues. Seller shall provide Purchaser three (3) Business Days' prior notice of any termination by Seller of the construction contract for the Project Improvements, but Purchaser shall not have any right to approve such termination.

f. Seller and Purchaser acknowledge that Purchaser is a governmental authority operating pursuant to its charter and that no representation, warranty, consent, omission, approval or agreement in this Contract by Purchaser shall be binding upon, constitute a waiver by or estop Purchaser from exercising any of its rights, powers or duties in connection with its Governmental Functions nor will any portion of this Contract be deemed to waive any immunities or privileges granted to Purchaser when performing its Governmental Functions, which are provided under applicable law, including Section 101.0215(a) of the Texas Civil Practice and Remedies Code, as may be amended or replaced. For example, approval by the "Purchaser" of the Project Improvements plans shall not constitute satisfaction of any requirements of, or relieve Seller or Seller's contractor from the need to obtain any approval by the City of Kerrville with respect to building permits, certificates of occupancy(s), licenses or any other authorization or approval in connection with the performance of the Governmental Functions of the City of Kerrville. Any consent to jurisdiction by the Purchaser is only with respect to matters arising in its capacity as a Party to this Contract and expressly does not constitute a waiver of the Purchaser's legal immunity or a consent to jurisdiction for any actions, omissions or circumstances, in each case solely arising out of the performance of the Purchaser's Governmental Functions. For purposes hereof, the term "Governmental Function" means any regulatory, legislative, permitting, zoning, enforcement (including police power), licensing or other functions which Purchaser is authorized or required to perform in its capacity as a Texas home rule municipality in accordance with applicable laws; provided, however, the entering into this Contract and the performance by Purchaser of its obligations under this Contract shall not be considered a "Governmental Function."

g. To secure its obligation to construct the Project Improvements in accordance with the terms of this Agreement and the Escrow Agreement (hereinafter defined), as well as to secure Seller's repayment of any portion of the Deposit paid to Seller following termination of this

Contract by Purchaser pursuant to Section 11, within three (3) business days following delivery of the Deposit (hereinafter defined) by Purchaser to the Title Company, Seller will enter into a Deed of Trust to Secure Performance in favor of Purchaser. The form of such Deed of Trust is attached hereto as Exhibit C. Purchaser agrees that Seller shall not be in default under its obligations and Purchaser shall not be able to exercise its remedies under the Deed of Trust if the reason Seller has not met its obligation to construct the Project Improvements is Purchaser's failure to approve a draw under the Escrow Agreement for the payment of costs of the Project Improvements.

h. Seller will provide Purchaser with copies of all tests and studies prepared by or for Seller with respect to the Property and not otherwise provided to Purchaser pursuant to Section 3.d. promptly following receipt by Seller of any such additional test or study. Prior to commencement of construction of the Project Improvements, Seller must obtain the approval of Purchaser to proceed with construction. Seller will notify Purchaser that it is ready to commence construction and Purchaser will have seven (7) days to notify Seller that Seller may proceed. If Purchaser fails to give notice to proceed or notifies Seller of objections to Seller proceeding within such seven (7) day period, Seller will not proceed with construction and Purchaser and Seller will try to resolve Purchaser's objections. If Seller and Purchaser cannot resolve the objections within fifteen (15) days of the date of Purchaser's notice of objection, then either Party may terminate this Contract. In the event of termination, any Deposit (hereinafter defined) by Purchaser and any interest earned thereon shall be returned to Purchaser.

## 5. INSURANCE

a. Prior to the commencement of any Project Improvements work and at all times during the performance of such Project Improvements work and for so long after the completion thereof that (i) the contractor or any of Seller's other contractors or subcontractors has not been paid in full with respect to the Project Improvements work or (ii) any person has any repair obligations with respect to the Project Improvements work, Seller shall, at its cost and expense as a portion of total costs for the Project Improvements, obtain, keep and maintain or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "Builder's Risk Policies") affording coverage of such Project Improvements work, whether permanent or temporary, and, to the extent not covered by a separate policy, all materials intended for incorporation into the Project Improvements, whether stored on-site or off-site, and all machinery, equipment and tools, whether owned, leased or borrowed and brought on-site and/or otherwise utilized but not incorporated into the Project Improvements, by Seller or Seller's other contractors and subcontractors, including temporary buildings, site huts, trailers and offices and their contents and all other property of the insured or in their care, custody or control while at the construction site or in storage facilities on- or off-site and all equipment used by any contractor in connection with the Project Improvements, as applicable, whether owned, hired or leased related thereto, against loss or damage due to insured casualty risks by the broadest form of extended coverage insurance generally available on commercially reasonable terms from time to time in the City. The Builder's Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable value of the Project Improvements and the cost of the Project Improvements work, using a completed value form (with permission to occupy upon completion of work or occupancy), naming Seller as the insured and Purchaser as an additional insured, and with any deductible not exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) per loss for insured casualty risks, unless

## **Agenda Item:**

6A. Budget update. (staff)

**SUBJECT:** Budget/Economic Update

**SUBMITTED BY:** Sandra Yarbrough  
Director of Finance

**CLEARANCES:** Todd Parton  
City Manager

**AGENDA MAILED TO:**

[illegible]

REVIEWED BY THE DIRECTOR OR FINANCE:

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

No action required information purposes only.

**City of Kerrville**  
**Month ending May 31, 2015**  
 (Month 8 of FY15 Budget)

|                           | Current<br>Month   | Year<br>To-Date     | Budget @<br>66.67% | Prior Year<br>To-Date |
|---------------------------|--------------------|---------------------|--------------------|-----------------------|
| <b>General Fund</b>       |                    |                     |                    |                       |
| <b>Total Revenues</b>     | <b>\$1,407,963</b> | <b>\$18,502,556</b> | <b>75.92%</b>      | <b>\$17,161,802</b>   |
| Property tax              | \$48,206           | \$8,415,067         | 96.85%             | \$8,106,643           |
| Sales tax                 | \$549,035          | \$4,116,233         | 68.44%             | \$3,821,322           |
| <b>Total Expenditures</b> | <b>\$1,748,976</b> | <b>\$14,514,929</b> | <b>59.56%</b>      | <b>\$14,277,139</b>   |

|                             |                    |                    |               |                    |
|-----------------------------|--------------------|--------------------|---------------|--------------------|
| <b>Water and Sewer Fund</b> |                    |                    |               |                    |
| <b>Total Revenues</b>       | <b>\$687,679</b>   | <b>\$5,876,663</b> | <b>59.56%</b> | <b>\$6,365,094</b> |
| Water Sales                 | \$334,438          | \$2,766,719        | 53.30%        | \$2,837,206        |
| Sewer Service               | \$301,997          | \$2,453,419        | 62.91%        | \$2,514,324        |
| <b>Expenditures</b>         | <b>\$1,007,619</b> | <b>\$8,059,349</b> | <b>81.68%</b> | <b>\$5,588,924</b> |

|                     |                  |                  |               |                  |
|---------------------|------------------|------------------|---------------|------------------|
| <b>Hotel/Motel:</b> |                  |                  |               |                  |
| <b>Revenues</b>     | <b>\$114,282</b> | <b>\$657,991</b> | <b>65.20%</b> | <b>\$597,783</b> |
| <b>Expenditures</b> | <b>\$4,500</b>   | <b>\$684,224</b> | <b>69.88%</b> | <b>\$665,293</b> |

|                              |      |                                              |        |                   |
|------------------------------|------|----------------------------------------------|--------|-------------------|
| <b>Unemployment: (April)</b> |      | <b>Consumer confidence:</b>                  |        |                   |
| National                     | 5.4% | National                                     | 94.4%  | up 1.2% over 2014 |
| Texas                        | 4.0% | Texas                                        | 130.5% | up 7.5% over 2014 |
| Local                        | 3.3% | (Sources: State Comptroller/Workforce Alamo) |        |                   |

|                                 |     |     |                                                                |  |
|---------------------------------|-----|-----|----------------------------------------------------------------|--|
| <b>Building Permits Issued:</b> |     |     | <b>Housing:</b>                                                |  |
|                                 | Res | Com | <i>Local:</i>                                                  |  |
| Oct                             | 4   | 0   | 536 active residential listings; 66 residential sales May 2015 |  |
| Nov                             | 7   | 0   | \$16,223,863 total residential sales dollars for May 2015      |  |
| Dec                             | 7   | 1   | \$71,624,310 total residential sales dollars Y-T-D for 2015    |  |
| Jan                             | 4   | 1   | (Source: Kerrville Board of Realtors)                          |  |
| Feb                             | 4   | 1   |                                                                |  |
| Mar                             | 8   | 5   | <b>Water</b>                                                   |  |
| Apr                             | 2   | 1   | Residential - 8,029 accounts serving 10,634 units              |  |
| May                             | 2   | 3   | Commercial - 1,211 accounts serving 1,410 units                |  |
| June                            |     |     | Irrigation - 536 accounts; 5 re-use accounts                   |  |
| July                            |     |     | <b>Sewer</b>                                                   |  |
| Aug                             |     |     | Residential - 7,865 accounts serving 10,443 units              |  |
| Sept                            |     |     | Commercial - 1,108 accounts serving 1,293 units                |  |
| YTD                             | 38  | 12  |                                                                |  |