

AGENDA FOR REGULAR MEETING

KERRVILLE CITY COUNCIL

TUESDAY, JULY 10, 2018, 6:00 P.M.

KERRVILLE CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

KERRVILLE CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING, JULY 10, 2018, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION:

offered by Judy Eychner, Councilmember Place Three.

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

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

2. 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.

3. PRESENTATIONS:

3.A Resolution of Commendation for Marty Lenard for time served on the Planning & Zoning Commission.

[Resolution of Commendation-Lenard.pdf](#)

3.B Resolution of Commendation for Sheri Pattillo for time served on the Economic Improvement Corporation.

[Resolution of Commendation-Pattillo.pdf](#)

3.C Introduction of new Airport Manager Mary Rohrer.

3.D Recognition of the Kerrville-Schreiner Park Butterfly Garden Volunteers.

[AB - Recognition of the KSP Butterfly Garden Volunteers 7.10.2018.docx](#)

1

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: and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Brenda Craig
City Secretary, City of Kerrville, Texas

[Certificate of Recognition-Butterfly Volunteers.pdf](#)

4. CONSENT AGENDA:

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

4.A Approval of minutes for the regular city council meeting held May 22, 2018.

[2018 0522.docx](#)

4.B Professional Services Agreement with Marmon Mok Architecture for the aquatics feasibility study in the amount of \$85,000.00.

[AB Award Aquatics Feasibility Study.docx](#)

[Professional Services Agreement with Marmon Mok Architecture.pdf](#)

4.C Contract for bulk fuel and card services for City's vehicle fleet.

[AB_Fuel_Contract_2018-7-10.docx](#)

[Fuel Contract.pdf](#)

[Fuel Bid Evaluation.pdf](#)

[Fuel Tabulation Summary.pdf](#)

4.D License Agreement between Kona Ice Kerrville and the City of Kerrville for operation as a Food Vendor Concession in City Parks.

[AB_-_License_Agreement_with_Kona_Ice_for_Concession_Services_7.10.2018.docx](#)

[License Agreement with Kona Ice.pdf](#)

4.E Authorize the City Manager to issue a letter of invitation in support of the US Special Operations Forces Exercises from August 1, 2018 – May 31, 2021.

[AB_SOG_Letter_of_Invitation.docx](#)

[Kerrville 3 Yr Letter of Invitation.docx](#)

END OF CONSENT AGENDA

5. PUBLIC HEARING AND POSSIBLE ACTION:

2

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Brenda Craig
City Secretary, City of Kerrville, Texas

5.A Public hearing for a variance from the distance requirement for a boarding home pursuant to Section 30-17 of the City's Code of Ordinances (1517 E. Main Street).

[AB_1517_E_Main 002.docx](#)

[Variance request_1517-E-Main.pdf](#)

[2018-030 - 1208 1st St - Location Map.pdf](#)

6. ORDINANCE SECOND AND FINAL READING:

6.A Ordinance No. 2018-12 amending Chapter 102 "Traffic and Vehicles" by adding a new article "Escort of Oversize Loads" which addresses the service provided by the City's Police Department to escort oversize vehicles through the City of Kerrville, Texas.

[AB_Ord._2018-12__Oversize_Load_Escorts_Final.docx](#)

[Ordinance No. 2018-12.pdf](#)

7. CONSIDERATION AND POSSIBLE ACTION:

7.A Resolution No. 20-2018 Amending the City of Kerrville Fee Schedule by establishing fees to be charged by the Kerrville Police Department to escort oversize vehicles through the City.

[AB_Res._20-2018__Oversize_Load_Fees.docx](#)

[Resolution No. 20-2018.pdf](#)

[Fee schedule exhibit A.pdf](#)

7.B Confirmation of project scope for the H-E-B Tennis Center Improvement Project.

[AB - Confirmation of project scope for the Tennis Center Improvement Project 7.10.2018.docx](#)

7.C Resolution No. 24-2018 granting a petition requesting the voluntary annexation of an approximate 3.669 acre tract of land out of the J.D. Leavell Survey NO. 1862, Abstract NO. 1435, said tract located within Kerr County Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the property addressed as 884 Farm to Market Road 784 (Harper Road); and ordering the preparation of an Annexation Ordinance.

[AB_884_Harper_Road.docx](#)

[Resolution No. 24-2018.pdf](#)

[Kerrville - Petition Request.pdf](#)

[Kerrville - Master Application.pdf](#)

[2018-048 - Harper Rd annexation.pdf](#)

7.D Resolution No. 23-2018 granting a Petition requesting the voluntary annexation of an approximate 0.885 acre tract of land, a portion being out of the Jesus Hernandez

3

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.

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Survey No. 548, Abstract No. 189 and another part being out of M.K. and T.E. RY. Co. Survey No. 1862, abstract 1435; said tract located within Kerr County, Texas and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the property addressed at 874 Farm to Market Road 783 (Harper Road); and ordering the preparation of an Annexation Ordinance3

[AB_874_Harper_Road.docx](#)
[Resolution No. 23-2018.pdf](#)
[2018-048 - Harper Rd annexation.pdf](#)
[Application.pdf](#)

7.E Resolution No. 25-2018 granting a petition requesting the voluntary annexation of an approximate 59.09 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2 and the J.S. Sayder Survey No. 142, Abstract No. 290, Said tract located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; consisting of the Property generally located adjacent to State Spur 98 (Thompson Drive) and between its intersections with James Road and Knapp Road; and ordering the preparation of an Annexation Ordinance.

[AB Thompson Drive Annexation.docx](#)
[Resolution No. 25-2018.pdf](#)
[petition.pdf](#)
[Annexation Plat.pdf](#)
[2018-018 - 1425, 1429, 1515 S Knapp Rd \(v2\).pdf](#)

7.F Economic Development Grant Agreement between the City of Kerrville, Texas Economic Improvement Corporation and HL Kerr, LLC in an amount not to exceed \$375,000 to assist with site preparation and redevelopment of the Northeast corner of Loop 534 and State Highway 16.

[AB_HLKerr_-_20180710.docx](#)
[H.L. Kerr, LLC Grant Agreement-executed.pdf](#)

7.G Development Agreement between the City of Kerrville, Texas and Medina River Estates, LLC.

[AB - Medina River Estates Development Agreement - 20180710.docx](#)
[Medina River Estates Development Agreement.pdf](#)

7.H Authorize execution of a contract for the Water Treatment Plant Clarifier Equipment with WesTech Engineering, Inc. in the amount of \$513,852.00.

[AB_WTP_Clarifier_Equipment_Purchase.docx](#)

[WTP Clarifier Equipment Purchase_Received Bids.pdf](#)

[WTP Clarifier Equipment_Recommendation Letter.pdf](#)

7.I Kerrville Sports Complex Improvement Projects.

[AB_-_Kerrville_Sports_Complex_Improvement_Projects_7.10.2018.docx](#)

[Sports Complex Project Recommendations.pdf](#)

7.J Waiver of perimeter sidewalk construction, per City Code Section 26-36(f), for property located at 1208 First Street.

[AB Sidewalk Waiver.docx](#)

7.K Resolution No. 26-2018 Creating a Committee to review the Kerrville 2050 Comprehensive Plan regarding the issues of property maintenance and proactive code enforcement and authorizing Council to make appointments thereto.

[AB Resolution_No._26-2018 Creating_Prop Maint Comm.docx](#)

[Resolution No. 26-2018.pdf](#)

8. ITEMS FOR FUTURE AGENDAS

9. EXECUTIVE SESSION:

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

9.A 551.087 Deliberation of the offer of financial or other incentive to a business prospect per Section 551.087 of the Texas Government Code.

9.B Deliberation of a lease and value of City's property located at _____ Water Street per Section 551.072 of the Texas Government Code

10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY

ADJOURNMENT.

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RESOLUTION OF COMMENDATION

WHEREAS, **MARTY LENARD** has served on the Planning and Zoning Commission as an alternate commissioner with the date of service beginning December 13, 2016; and

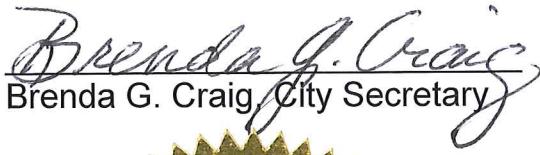
WHEREAS, **MARTY LENARD** has served faithfully and dutifully on said commission;

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

That **MARTY LENARD** be recognized for outstanding service as a commissioner on the Planning and Zoning Commission, 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.

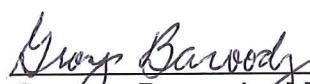
PASSED AND APPROVED, this the 10th day of July, 2018.

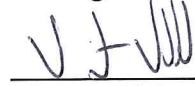
ATTEST:

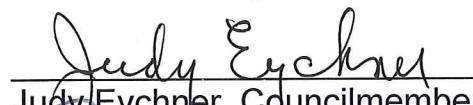

Brenda G. Craig, City Secretary

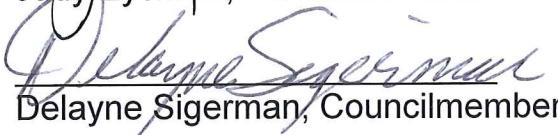



Bill Blackburn, Mayor


George Baroody, Mayor Pro Tem


Vincent Voelkel, Councilmember


Judy Eychner, Councilmember


Delayne Sigerman, Councilmember



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

RESOLUTION OF COMMENDATION

WHEREAS, **SHERI PATTILLO** has served as a member of the Economic Improvement Corporation with the date of service beginning June 10, 2014; and

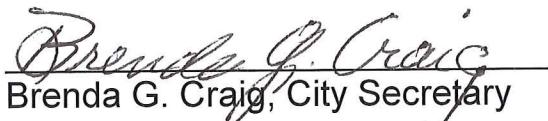
WHEREAS, **SHERI PATTILLO** has served faithfully and dutifully on said board;

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

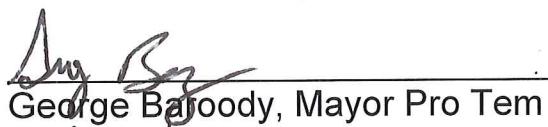
That **SHERI PATTILLO** be recognized for outstanding service as a member of the Economic Improvement Corporation, and that on behalf of the citizens of Kerrville as well as for ourselves individually, we wish to express our sincere appreciation for her contributions to the city and the community.

PASSED AND APPROVED, this the 10th day of July, 2018.

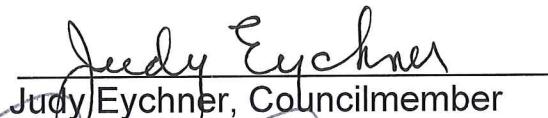
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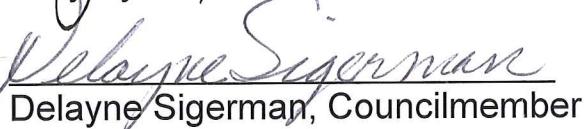

Brenda G. Craig, City Secretary


Bill Blackburn, Mayor


George Balody, Mayor Pro Tem


Vincent Voelkel, Councilmember


Judy Eychner, Councilmember


Delayne Sigerman, Councilmember





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

SUBJECT: Recognition of the Kerrville-Schreiner Park Butterfly Garden Volunteers.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 6/30/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Certificate of Recognition

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	P - Parks/Open Space/River Corridor	
Guiding Principle	P2 - Identify, educate and promote the use of natural and native flora and fauna on private property and in public spaces	
Action Item	Click or tap here to enter text.	

SUMMARY STATEMENT:

The Butterfly Garden was designed and installed in 2000 by the Friends of Kerrville-Schreiner State Park. In 2006, the garden was certified as a Monarch Way Station by the Monarch Watch Program. Since then, the Kerrville-Schreiner Park Butterfly Garden Volunteers maintain the garden to foster a healthy environment and ecosystem for the butterflies. Without the help and expertise from these volunteers, the garden would not be nearly as successful of an amenity to our parks system. The garden is not only a neat visual, but serves a purpose as well. Butterflies and other pollinators pollinate over 75% of the world's flowering plants. These pollinators help plants reproduce which helps strengthen ecosystems and maintain life sustaining biological diversity in nature. City staff sincerely appreciates the hard work and dedication by the volunteers and wish to recognize them for their efforts.

RECOMMENDED ACTION:

Present Certificate of Recognition.

CERTIFICATE OF RECOGNITION

IS HEREBY PRESENTED TO

THE KERRVILLE-SCHREINER PARK

BUTTERFLY GARDEN VOLUNTEERS

The Butterfly Garden was designed and installed in the year 2000, by the Friends of Kerrville-Schreiner State Park. In 2006, the garden was certified as a Monarch Way Station by the Monarch Watch Program. Since then, the Kerrville-Schreiner Park Butterfly Garden Volunteers maintain the garden to foster a healthy environment and ecosystem for the butterflies. Without the help and expertise from these volunteers, the garden would not be nearly as successful of an amenity to the parks system. The garden is not only beautiful, but serves a purpose. Butterflies and other pollinators pollinate over 75% of the world's flowering plants. These pollinators help plants reproduce which help strengthen ecosystems and maintain life sustaining biological diversity in nature. City staff sincerely appreciate the hard work and dedication by these volunteers.

Hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto the 10th day of July, 2018.

Bill Blackburn, Mayor

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
MAY 22, 2018

On May 22, 2018, the Kerrville City Council meeting was called to order at 6:00 p.m. by Mayor Bill Blackburn in the city hall council chambers, 701 Main Street. The invocation was offered by Mayor Bill Blackburn, followed by the Pledge of Allegiance led by Roman Garcia.

COUNCILMEMBERS PRESENT:

Bill Blackburn	Mayor
George Baroody	Mayor Pro Tem
Vincent Voelkel	Councilmember
Judy Eychner	Councilmember
Delayne Sigerman	Councilmember

COUNCILMEMBERS ABSENT: None.

CITY CORE STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
Brenda Craig	City Secretary
E.A. Hoppe	Deputy City Manager
Cheryl Brown	Deputy City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Director of General Operations
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Guillermo Garcia	Executive Director of Strategic Initiatives
Ashlea Boyle	Director of Parks and Recreation

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST: were given.

2. VISITORS/CITIZENS FORUM:

2A. Brenda Fudge, Hill Country Christian Counseling Center, Inc, dba New Hope Counseling, noted that May was National Mental Health Month.

3. PRESENTATIONS:

3.A Certificate of Recognition to The Family of James Avery.

3.B Resolutions of Commendation for Catharine Buchanan, Kayla Buck, Roman Garcia, Sydney Garcia, Grace Guerriero, Maria Hall, Chloe Keen, Ernest Layton, Li Zhengjun, Kaleb McCutcheon, Molly Murphy, Mason Olmstead, Mason Roberts, Ileana Scoccia, Jessica Tran, and Aidan Smith for their service on the Mayor's Youth Advisory Board.

3C. Proclamation proclaiming June 2, 2018, as Kerrville Elks Lodge Day.

4. CONSENT AGENDA:

Mr. Baroody removed Item 4A from the consent agenda.

Ms. Eychner moved for approval of consent agenda Item 4B; Mr. Voelkel seconded the motion and it passed 5-0:

4.B Purchase of one 2018 Freightliner dump truck through BuyBoard Purchasing Cooperative in the amount of \$85,666.00.

END OF CONSENT AGENDA

4A. Independent contractor agreement with Celeste Hamman for an adult swim clinic at the Olympic Pool.

Ms. Boyle reviewed the fee structure and noted this contract was for one swim class only at this time, but it may come back to council in the future to expand the program.

Ms. Eychner moved for approval of Item 4A; Mr. Voelkel seconded the motion and it passed 5-0.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Kerrville-Kerr County Joint Airport Board fiscal year 2018-2019 budget.

Bruce McKenzie, airport manager, presented the budget and noted it was a balanced budget and did not require any subsidy from the city or county.

Mr. McDaniel noted Mr. McKenzie was retiring and recognized him for his service.

Mr. Baroody moved to approve the FY2018-2019 airport budget; Ms. Sigerman seconded the motion and it passed 5-0.

5B. Authorization to negotiate a professional services agreement for an aquatics feasibility study.

Ms. Boyle discussed the condition and maintenance of the pool, which was built in 1970, and noted difficulty meeting compliance with current codes, particularly ADA (disability) requirements. The study would: evaluate the condition of the existing complex; provide a needs assessment, offer options for improvements/enhancements, and give a cost analysis for construction and operation of a proposed facility. Options that might be considered in the study included a year-round competitive pool and a new indoor facility. KISD and Schreiner University expressed interest in participating in a competitive swim program. The study would take 6-9 months to complete. The city received nine proposals. Ms. Boyle requested authorization to negotiate an agreement for the study.

Ms. Eychner moved to authorize staff to negotiate a professional services agreement for an aquatics feasibility study. Ms. Sigerman seconded the motion.

The following person spoke:

1. Peggy McKay questioned the degree of use by KISD and Schreiner and how much money they would contribute. She asked if kids would still be able to use the pool, and if a new aquatics facility would be affordable for children. She opined that the city's debt was at maximum and questioned why the city would have another quality of life project before taking care of water supply, water quality issues, and roads. She stated that a recent survey showed that people did not support a facility but supported a pool.

Mr. McDaniel noted the purpose of the study was to evaluate the use of the pool and answer these type of questions. He stated that the city was very strong and healthy in debt capacity.

The motion passed 5-0.

5C. Appoint Mayor Pro Tem.

Ms. Eychner moved to appoint George Baroody as Mayor Pro Tem; Mr. Voelkel seconded the motion and it passed 5-0.

6. INFORMATION AND DISCUSSION

6A. Financial update for the month ended April 30, 2018.

Ms. Dozier presented the year to date budget update, reviewed capital projects, and highlighted the following:

- General fund year-to-date revenue exceeded expenses by \$4.0 million.
- Sales tax revenue in May was up 5.1% over May 2017.
- Water and sewer fund year-to-date expenditures exceeded revenue by \$46k.
- Sewer revenue was up 4% compared to April 2017.
- Hotel occupancy tax was up 5.1% compared to FY2017.
- Golf fund expenditures exceeded revenue by \$16.5K through April 2018. FY2018 revenue included \$47 transfer from general fund through April.

Council also discussed the following:

- Funds budgeted for the street department. Ms. Dozier noted that all funds would be spent by end of fiscal year.
- Why Kerrville's sales tax was significantly higher than Fredericksburg's. Ms. Dozier noted Kerrville had a larger draw of people and sales tax generators.

7. BOARD APPOINTMENTS:

7A. Appointments to the City of Kerrville, Texas Economic Improvement Corporation.
Item deferred to executive session.

7B. City Council appointments to: Airport Planning Committee, Economic Improvement corporation, Kerr Economic Development Corporation, Playhouse 2000, and Recovery Community Coalition. Item deferred to executive session.

7C. Appointment to the Kerrville-Kerr County Joint Airport Board.

Mr. Baroody moved to appoint Keith Miller with term to expire May 31, 2020; Ms. Sigerman seconded the motion and it passed 5-0.

8. CITY MANAGER'S REPORT

Mr. McDaniel reviewed the status report on capital projects.

9. ITEMS FOR FUTURE AGENDAS:

10. EXECUTIVE SESSION:

Mr. Baroody moved for the city council only, no staff, to go into executive closed session under Sections 551.087 (deliberation regarding real property) of Chapter 551 of the Texas Government Code; to discuss the following matters:

Section 551-074:

7A. Appointments to the City of Kerrville, Texas Economic Improvement Corporation.

7B. City Council appointments to: Airport Planning Committee, Economic Improvement corporation, Kerr Economic Development Corporation, Playhouse 2000, and Recovery Community Coalition.

Further, Mr. Baroody moved for the city council, city manager, and deputy city manager to go into executive closed session under Sections 551.087 (deliberation regarding real property) of Chapter 551 of the Texas Governments Code; to discuss the following matter:

Section 551.087:

10A. Deliberation regarding economic development negotiations in accordance with the Texas Open Meetings Act, Section 551.087, discussion regarding commercial or financial information received from a business prospect(s) and/or to deliberate the offer of a financial or other incentive to a business prospect(s).

The motion was seconded by Mr. Voelkel and passed 5-0.

At 7:28 p.m. the regular meeting recessed. Council went into executive closed session at p.m. At 7:28 p.m. the executive closed session recessed and council returned to open session at 8:41 p.m. No action was taken in executive session.

11. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY:

7A. Appointments to the City of Kerrville, Texas Economic Improvement Corporation.
Ms. Sigerman moved to reappoint Kenneth Early and to appoint Donald Barnett and Margaret Megee all with terms to expire June 1, 2020. Ms. Eychner seconded the motion.

Mr. Voelkel requested staff advertise that the city is accepting applications for all openings moving forward.

The motion passed 5-0.

7B. City Council appointments to: Airport Planning Committee, Economic Improvement corporation, Kerr Economic Development Corporation, Playhouse 2000, and Recovery Community Coalition.

Mr. Baroody moved to appoint councilmembers to the following boards:

CITY BOARD	COUNCIL REPRESENTATIVE
Airport Planning Committee	Judy Eychner Vincent Voelkel
Economic Improvement Corporation	Delayne Sigerman
Kerrville Economic Development Corporation	Bill Blackburn
Playhouse 2000	Delayne Sigerman
Recovery Community Coalition	No Action

Mr. Voelkel seconded the motion and it passed 5-0.

ADJOURNMENT: The meeting adjourned at 8:46 p.m.

APPROVED: _____

ATTEST: _____

Bill Blackburn, Mayor

Brenda G. Craig, City Secretary



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

SUBJECT: Award Professional Services Agreement for the Aquatics Feasibility Study.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 6/30/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Professional Services Agreement

Expenditure Required: \$85,000	Current Balance in Account: \$100,000	Amount Budgeted: \$100,000	Account Number: 70-7000-3120 Project # 70-16004
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PAYMENT TO BE MADE TO: Marmon Mok, LLP
700 N. St. Mary's
Suite 1600
San Antonio, Texas 78205

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area Guiding Principle	P - Parks/Open Space/River Corridor P5 - Focus on enhancing/investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks	
Action Item	N/A	

SUMMARY STATEMENT:

On March 27, 2018, the City Council approved an agreement with the Kerrville Economic Improvement Corporation (EIC) to fund an Aquatics Feasibility Study for the Olympic Pool with a total authorization of \$100,000.00.

The scope of work for the study will include, but not be limited to:

- evaluation of the condition of the existing complex in its entirety including applicable local, state, and federal code;
- needs assessment including public / stakeholder input;
- recommended improvements / enhancements and conceptual planning of the entire facility;
- necessary research to appropriately evaluate the viability of such improvements;
- evaluation of the amount of local work force needed to support an extended season / year-round facility; and
- cost analysis for construction and operation of each option.

The study will be utilized for a subsequent project design effort. If found to be feasible, and if funded, ultimately the public bidding process for construction will proceed. The

feasibility study may provide multiple improvement options, based on conditions of the facility, and based on public / stakeholder feedback for:

1. Minimum Improvements:
 - a. Improvements / repairs to the pool to address strictly maintenance / code issues.
2. Improvement options as outlined below to also include addressing maintenance / infrastructure / code issues (1a):
 - a. improvements for a year-round competitive pool and facility updates utilizing the existing facility without recreational improvements;
 - b. improvements for a year-round competitive pool and facility updates utilizing the existing facility with recreational improvements;
 - c. a new indoor competitive facility (natatorium); and recreational improvements and facility updates to the existing facility.

Because of the specialized nature of this study, the city solicited a Request for Qualifications (RFQ) from design firms / teams on April 23, 2018. Nine proposals were received and have been rated by city staff based on the scoring criteria contained in the RFQ packet. The proposals are available upon request.

The highest rated proposer for this project is led by Marmon Mok Architecture, LLP of San Antonio, Texas. Their team consists of Counsilman-Hunsaker (Aquatics Consultant); ETC and Jones | Carter and M&S Engineering (specialized / engineer consultants), all experienced firms working on related aquatics studies / projects.

Marmon Mok is a leading San Antonio architecture and planning practice with a state-wide aquatics and recreation practice. Marmon Mok has more than 25 years experience working with Counsilman-Hunsaker on aquatics projects for both new construction and renovations of competitive and recreational aquatic facilities. Their aquatics experience, comprehension of the project scope, and public input process is superior. The proposed public input approach is a holistic process which will include engaging the community, stakeholders (including KISD and Schreiner University), staff, and boards / commissions throughout multiple meetings and workshops in order to obtain a comprehensive understanding of the needs of the community and stakeholders.

On May 22, 2018, staff received authorization from Council to negotiate a professional services agreement. Staff successfully negotiated with Marmon Mok, LLP to complete the study for \$85,000. The final step in this process is for Council to award the professional services agreement to Marmon Mok, LLP.

RECOMMENDED ACTION:

Award Professional Services Agreement to Marmon Mok, LLP for the Aquatics Feasibility Study.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Marmon Mok Architecture | PROJECT-SERVICES: Aquatics Feasibility Study]

THIS AGREEMENT is entered into the _____ day of _____, 2018 ("Effective Date"), by and between the **CITY OF KERRVILLE, TEXAS** ("CITY") and **MARMON MOK ARCHITECTURE**, ("CONSULTANT"), and at times, collectively referred to herein as "parties".

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Exhibit A**, and attached hereto and incorporated herein, toward completion of the Project; and

WHEREAS, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT'S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibit A** (Marmon Mok Architecture's proposal letter to perform the Feasibility Study for the Olympic Pool) for complete performance of CONSULTANT's obligations under this Agreement, collectively referred to herein as "Services". CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail.

II. CONSULTANT'S RESPONSIBILITIES

A. CONSULTANT, upon its review of a general description of the Project provided by CITY, has prepared and provided to CITY the specific Services required to complete the Project, which is attached as **Exhibit A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Project. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services, administer the Project, and coordinate other professional services as reasonably necessary for the complete performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws, to include building codes and accessibility standards (e.g., Americans with Disabilities Act) and with those of any other entity having jurisdiction over the Project. In addition,

CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Feasibility Study Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Feasibility Study Documents without any additional cost or expense to CITY and notify of CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the Project and CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY has provided CONSULTANT with a general description of the Project.

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, for the Project site as requested by the CONSULTANT and as reasonably necessary for the completion of the Services. The parties will agree to this work prior to entering into this Agreement and such work will not be included as part of the Services specified in **Exhibit A**.

C. CITY shall review the Feasibility Study Documents and shall notify CONSULTANT of any design fault or defect in the Services or Feasibility Study Documents of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates Ashlea Boyle, Director of Parks and Recreation (830)258-1153, as its representative authorized to act on its behalf with respect to the Project.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount will not exceed \$85,000.00.

V. TIME FOR PERFORMANCE

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. CITY is not obligated to approve and may not approve any allowance of an extension of time for any cause whatever claimed or made by CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

VI. DOCUMENTS

A. CONSULTANT shall submit all Feasibility Study Documents to CITY for approval. All Feasibility Study Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Feasibility Study Documents, together with any necessary supporting documents, to CITY and CITY has unlimited rights, for the benefit of CITY, in all Feasibility Study Documents, including the right to use same on any other work of CITY without additional cost to CITY. If CITY uses the Feasibility Study Documents on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Feasibility Study Documents with respect to such other work, and except where CONSULTANT participates in such other work.

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Feasibility Study Documents which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary to implement any CITY project which may require the use of these documents. Further, CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Feasibility Study Documents in compliance with that Act. CONSULTANT, after completion of the Project, shall immediately furnish originals of all Design Documents to CITY.

D. CONSULTANT shall deliver all text documents supplied to CITY as provided herein which are fully compatible with MS Word and all drawings fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the

CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Feasibility Study Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage:

A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANT's employees carrying out the Services.

B. Automobile Liability Insurance: with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.

C. General Liability Insurance: on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than \$2,000,000.

D. Professional Liability Errors and Omissions Insurance: with limits of liability not less than \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the City certificates of insurance.

E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnitee(s)", from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's, direction and control. An error must be connected to negligence to be insurable. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

B. CONSULTANT is not responsible for the actions of the CITY's contractor to perform the construction of the improvements covered under this Agreement.

C. Acceptance and approval of any work or final plans by CITY neither constitutes nor may be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the Feasibility Study Documents, or CONSULTANT's employees, contractor, agents, and consultants.

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. **CONSULTANT shall indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of CONSULTANT.**

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

XIV. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

- A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work reasonably determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.
- B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation.

XV. MISCELLANEOUS PROVISIONS

- A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.
- B. Assignment. This Agreement is a professional service contract for the services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY, which shall not be unreasonably withheld. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.
- C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.
- D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.
- E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review,

approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that City has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Exhibit(s). The following exhibit(s) is attached to this Agreement and are included herein for all purposes:

Exhibit A Scope of Services

I. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

J. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee, has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

BY: Greg Houston, AIA LEED AP
TITLE: Partner – Marmon Mok Architecture
ADDRESS: 700 N. St. Mary's, # 1600
San Antonio, Texas 78205
TELEPHONE: (210)223-9492
EMAIL: houston@marmonmok.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

BY: _____
NAME/TITLE: Mark L. McDaniel,
CITY MANAGER

CONSULTANT
Marmon Mok Architecture

BY: _____
NAME/TITLE: Greg Houston, AIA LEED AP,
PARTNER _____

ATTEST:

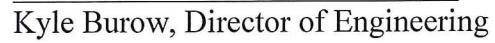
Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:



Kyle Burow, Director of Engineering

June 21, 2018

Mr. Kyle Burow
Director of Engineering
City of Kerrville
2385 Bandera Highway
Kerrville, Texas 78028

**Re: Feasibility Study for the City of Kerrville Municipal Olympic Pool
Scope & Fee Proposal for A/E Services - Revised 06/21/2018**

Dear Mr. Burow:

Thank you for the phone discussion on Friday. Per our discussion, we have revised our fee and scope, and addressed your questions and comments.

As discussed with you, Task 5 – Community Survey, not originally shown in your RFQ scope, will not be required in the scope of the Feasibility Study.

The fee has been prepared as a lump sum proposal based on the sum of the tasks for the work. As requested, we have provided an estimation of the cost of each Task, however, in this proposal Tasks are not considered as individually priced items. Work in a subsequent Task may be accelerated for the benefit of the City of Kerrville or the efficiency of work by the A/E. If a Task is requested to be removed from the scope of work, we will evaluate the overall effect to the fee at that time.

The project team consists of Marmon Mok, Counsilman Hunsaker and Jones & Carter. A general description of each firm's project role is as follows.

Marmon Mok

Process Leadership/Community Input/Programming/Concept Planning/
Community Meetings and Presentation Materials

As Process Leader, Marmon Mok will conduct monthly teleconferences to keep staff informed of the progress of the work. We propose to use GoTo meeting to facilitate the presentation and discussion utilizing graphics.

Counsilman Hunsaker

Aquatics Planning and Programming
Participation in 1 on-site meetings and in teleconferences.

Jones Carter

Site Evaluation, Regulatory parameters & Development Regulations / Base site plans / Site Costs

SCOPE

TASK 1: KICK-OFF MEETING / STEERING COMMITTEE MEETING

- Meet with the Project Leadership for strategic approach to the study.
- Scheduling of activities and tasks.
- Identify related facilities to visit.



TASK 2: STAKEHOLDER INTERVIEWS (MM/CHA on-site)

- Interview designated Stakeholder groups to determine programs & needs.
- Document Interviews.
- Develop a preliminary list of desired Activities and Spaces.
- Assess Priorities.
- Prepare optional functional diagrams of the pool and support facilities/complex.
- Produce draft Program Document.
- Review with Leadership Team.

TASK 3: EXISTING FACILITY EVALUATION (Concurrent with Stakeholder interviews)**Building**

- Conduct an external visual inspection for maintenance and repair.
- Review of current building documentation.
- Observation of building code deficiencies.
- Observation of Texas Accessibility Standards deficiencies.

Pool:

- Analyze the existing condition of Olympic Pool and the Baby Pool:
 - Pool structures and finishes
 - Recirculating system, piping, fittings, and valves
 - Filtration system, mechanical and overflow recovery system
 - Water chemistry treatment system
 - Pump, flow meters, gauges, and controls, etc.
 - Deck equipment
 - Building structure, roofing, plumbing, electrical lighting
 - Entire Facility including, support spaces, restrooms, lobby, etc. and equipment Area
- Prepare specific analysis on necessary repairs, replacement or restoration of pool systems.
- Identify issues requiring further intensive evaluation and analysis.
- Review the pool(s) for deficiencies with local health code, federal law, and industry standards.
- Recommend priority of renovation or replacement systems (i.e. remedial, long range, etc.)
- Submit a written report of findings.
- Identify any equipment and/or systems requiring more intensive evaluation.

TASK 4: TOWN HALL MEETING 1 (MM on-site)

- Prepare visual information for meeting.
- Conduct meeting for community interaction and input.
- Document meeting minutes.
- Update draft Program Document as appropriate.

TASK 5: COMMUNITY SURVEY (NOT SELECTED)**TASK 6: CONCEPT GENERATION****Building:**

- Develop a Building Design Program for the building based on the draft Program Document, address:
 - Pool Deck area
 - Support Building – Staff, Emergency Room, Toilets, Locker-Dressing, Member Services
 - Ingress/Egress
 - Spectator Facilities
 - Cabanas
 - Shades structures
 - Hardscape
 - Site Walls & Perimeter Security
 - Emergency & Maintenance Vehicle access
 - Overall landscape concept
 - Major Signage
 - Building Structure – Natatorium option(s)
- Coordinate with CHA on Pool Design Program

- Generate 3 to 4 Concept Schemes for the Aquatics Complex Development
 - Olympic Pool enhancements and maintenance without Recreation improvements
 - Olympic Pool enhancements with Recreation improvements
 - New indoor competitive natatorium and recreational improvements (1 to 2 options)
 - Prepare Magnitude Cost estimate for the preferred Natatorium Concept Scheme
- Pool:
- Develop a Pool Design Program for the pools to address:
 - Pool (or pools) or Spaces Design: Size, Depth, Configuration, Water Features, etc.
 - User Populations and Programs to be Supported
 - Lighting (Tank)
 - Pool Markings
 - Traffic Patterns
 - Deck and Deck Equipment
 - Diving Boards, Waterslides, Play Structures
 - Underwater Features
 - Pool Mechanical Features, Filter System Options, Water Treatment and
 - Automatic Water Treatment Control
 - Review concepts for the Aquatics Complex/Building configuration.
 - Prepare a conceptual plan of each pool option/configuration.
 - Prepare an Opinion of Probable Construction Cost for the pool(s).
 - Stakeholder update (Video conference or on-site)

TASK 7: TOWN HALL MEETING 2 (MM on-site)

- Provide information on Study to Community.
- Solicit input as appropriate.
- Document meeting minutes.

TASK 8: FINAL REPORT

- Compile consultants work.
- Compile magnitude costs for total Project Budget estimate.
- Develop Final Report based on one selected natatorium option.
- Present findings to Project Leadership, and other appropriate groups. (MM on-site)
- Develop an opinion of operations protocol.
- Research and analyze:
 - Area Aquatic Providers
 - Market Area Demographic
 - Area Aquatic User Groups
 - Facility Management Outline
 - Facility Operating Schedule
 - Facility Capacity Limits
 - Organization Chart
 - Job Descriptions
 - Wage Structure
 - Work Force to Support Proposed Facility Operations
 - Marketing Program
 - Opinion of Probable Revenue
 - Market Penetration
 - Seasonal Usage
 - Develop Fee Structure
 - Opinion of Attendance By User Group
 - Opinion of Revenue
 - Opinion of Probable Expenses
 - Labor Demand
 - Chemical Demand
 - Supply Demand
 - Maintenance and Repair Demand
 - Utility Demand
 - Opinion of Facility Financial Performance

EXCLUSIONS to the Scope of Work

1. Extensive analysis of any areas. These shall be authorized by the Owner as an additional service.
2. Scope excludes extensive and invasive examinations listed below.
 - a. Structural analysis of pool shell(s).
 - b. Determining causes of identified water loss.
 - c. Geotechnical testing and analysis at the site.
 - d. Determining water table elevations at the site.
 - e. Locating aquifers at the site.
 - f. Locating electrical currents and their sources at and around the pool(s).
 - g. Equipotential bonding and grounding of the pool(s).
3. Field surveying services including utilities are excluded.
4. Filing of any regulatory fees is excluded.
5. The design of utilities, grading, storm water or other detailed design and drawings is excluded.
6. Tasks not specifically identified in this proposal.

Optional Additional Services

Optional Additional Services are not part of the Basic Services. Optional services will only be provided if authorized by the City of Kerrville, in writing, in advance of the work being performed. For additional services not listed below, a lump sum proposal will be provided, prior to the start of the work, when requested by the City of Kerrville.

Additional Renderings.....	\$ 2,500
Additional On-site meetings by consultants	\$ 3,000
Community Survey, Report and Presentation	\$20,200
Detailed investigation of existing facilities.....	To be Quoted

A/E FEE

Lump Sum fee for Basic Services (Task 1, 2, 3, 4, 6, 7, & 8).....\$85,000

An itemized fee is estimated as follows:

Task 1 Kick-off.....	\$ 500
Task 2 Stakeholder Interviews	\$ 13,500
Task 3 Facility Evaluation	\$ 7,000
Task 4 Town Hall	\$ 4,000
Task 5 (Not Used – Community Survey)	0
Task 6 Concept Generation/Stakeholder Update	\$44,000
Task 7 Town Hall	\$ 4,000
Task 8 Final Report.....	\$12,000

Owner Contingency\$15,000

Contingency and reimbursable expenses are reserved for the City of Kerrville expenses.

Total Funds Available for the Project\$100,000

If this proposal is acceptable, we will execute the City of Kerrville Professional Services Agreement with mutually acceptable terms. This accepted proposal letter will become an attachment to the agreement. This letter and the agreement will authorize the Basic Services.

We look forward to working with you on this exciting project!

Sincerely,



Gregory Houston, AIA, LEED AP
Partner

Approved:

Signature

Date

Printed Name



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

SUBJECT: Contract for bulk fuel and card services for City's vehicle fleet

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 6/25/2018

SUBMITTED BY: Guillermo Garcia

EXHIBITS: Fuel Contract, Fuel Bid Evaluation and Fuel Tabulation Summary

Expenditure Required: \$363,714 (Proposed FY19)	Current Balance in Account: \$363,714	Amount Budgeted: \$363,714	Account Number: Various accounts
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PAYMENT TO BE MADE TO: Maxey Energy

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Bids for bulk fuel and card services were received on June 18, 2018 for a one-year contract with four optional one-year extensions. This service will be provided to various divisions throughout the city. The term of the supply contract will be October 1, 2018, through September 30, 2019 and with option to renew annually.

Maxey Energy proposed a markup above rack price at \$.0695, compared to the previous mark up of \$.0645 for Unleaded Fuel. This will result in a change of approximately \$636 increase from the current markup being charged by Maxey Energy.

Fuel tabulation summary and Fuel Bid Evaluation is reflected on attached exhibits.

RECOMMENDED ACTION:

Authorize City Manager to award the contract to Maxey Energy.

City of Kerrville



Request for Proposal 2019 Fuel Purchases

701 Main Street
Kerrville, TX 78028
Office: (830) 258-1131
www.kerrvilletx.gov

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CITY OF KERRVILLE

701 MAIN STREET

KERRVILLE, TX 78028

BID ADVERTISEMENT

REQUEST FOR PROPOSAL

TITLE: RFP - 2019 Fuel Purchases

DEADLINE FOR BID SUBMITTAL: 3:00 PM, June 18, 2018

The City of Kerrville is taking Sealed Bids for the purchase of fuel for use by City fleet vehicles and equipment's. Sealed bids will be received by the office of the City Secretary, City Hall, 701 Main Street, Kerrville, Texas-78028 until 3:00 P.M. on Monday, June 18, 2018, and will be publicly opened and read aloud in City Hall's Council Chambers immediately after. The package will be available for evaluation at the City Secretary's office at 701 Main Street, Kerrville, Texas. The City of Kerrville reserves the right to refuse all proposals.

Advertising Dates: May 21, 2018 & June 4, 2018

QUESTIONS RELATED TO THIS RFP SHOULD BE DIRECTED TO:

**Shannon Flowers (Purchasing/Garage Coordinator)
(830) 258-1131**

shannon.flowers@kerrvilletx.gov

INSTRUCTION TO BIDDERS

The City of Kerrville is seeking to establish a contract to purchase fuel from an established firm for use by City fleet vehicles. The qualified firm will be required to provide fuel and related reporting as outlined in the bid specification section below.

SCHEDULES

This request for proposal (RFP) will be governed by the following schedule:

1. Advertisements – May 21 & June 4, 2018
2. Release of RFP – May 21, 2018
3. Deadline for Written Questions – June 11, 2018
4. Responses to Questions – June 14, 2018
5. Sealed Bids Due – June 18, 2018
6. Sealed Bids Opened – June 18, 2018 at 3pm
7. Notification of Award – July 30, 2018

EXAMINATION OF DOCUMENTS

Each bidder shall thoroughly examine and be familiar with the Request for Proposal (RFP). The submission of a bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Request for Proposal. The failure or neglect of a bidder to receive or examine any of the RFP shall in no way relieve him from any obligations with respect to his bid or any ensuing contract.

ADDENDA AND INTERPRETATION OF DOCUMENTS

No interpretations of the RFP or other prepared documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to the Purchasing/Garage coordinator, and in order to receive consideration, shall be received at least five days prior to the date fixed for opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda issued shall become a part of the contract documents.

EXECUTION OF CONTRACT

The bidder, as part of the bid, shall execute the City of Kerrville Request for Proposal as a contract and fill in all blanks.

PREPARATION OF THE BID

Bids must be submitted by filling in with ink (or typing) each and every blank provided for such purpose in the form headed "Request for Proposal", or if the bidder is required to provide a special form appropriate

to the nature of his bid, then such form shall be complete in all respects as required by the Request for Proposal, if it is to merit consideration by the City. All amounts bid shall be listed in figures and words. Written amounts shall take precedence where there is a conflict between the written and the figure. If the bid is made by a partnership, it should contain the name of each partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the bid should be signed with the name of the corporation and the state in which incorporated followed by the written signature of the qualified officer and the designation of the office he holds in the corporation in whose behalf the bid is submitted. The bidder shall comply with all other specific requirements of the bid.

ALTERATION OF DOCUMENTS PROHIBITED

Except as may be provided otherwise herein, bids which are incomplete, or are conditioned in a way, contain unverified erasures or alterations, or include items which are not named in the bid or which are unlawful may be rejected.

SUBMISSION OF BID

Each bidder shall submit one (1) original and three (3) copies of the bid, together with appropriate attachments, in a completely sealed package titled "**2019 FUEL PURCHASES**" and delivered to City of Kerrville, 701 Main St., Kerrville, Texas, at or before 3:00 pm June 18, 2018. If forwarded by mail, the sealed package shall be addressed to the City Secretary, City Hall, 701 Main St., Kerrville, Texas 78028. Bids will be considered invalid if delivered to any address other than 701 Main St.

The closing time for filing the bid is Monday, June 18, 2018 at 3:00 PM.

MODIFICATION OF A BID

A change in a bid already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated prior to the scheduled closing time for the receipt of bids. To be effective, every modification must be made in writing over the signature of the bidder, and no other procedure will be acceptable.

WITHDRAWAL OF A BID

A bid may be withdrawn at any time prior to the scheduled closing time for filing the bid. This may be done by the bidder in person or upon the telegraphic or written request. A telephone request for withdrawal of a bid will not be recognized. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing the bid, no bidder will be permitted to withdraw his bid unless no award of contract has been made prior to the expiration of sixty (60) days immediately following the date when the bids are opened.

Bids received after the scheduled closing time or at any address other than 701 Main St. will be returned to the bidder unopened.

OPENING OF BIDS

All bids received prior to the scheduled closing time and which are not withdrawn as above provided will be publicly opened and read aloud in Council Chambers, City Hall, 701 Main St., Kerrville, Texas, at 3:00 PM on Monday, June 18, 2018, even though there may be irregularities or informalities therein. The opening and reading of the bid shall not be construed as an acceptance of the bidder as a qualified, responsible bidder.

AWARD OF BID

Within sixty (60) calendar days after the opening of the bids, the City will award the contract or reject all bids. Formal award of the bid can be made only by the City Council or their authorized representative. The City reserves the right to reject any or all bids, to solely determine the best and lowest bid, and to waive any informalities.

EXEMPTION

Bid prices shall be less all Federal, State, and City taxes for which the City is exempt. The City will provide the necessary exemption documents.

AFFIDAVIT OF NONCOLLUSION

The City reserves the right to require that any bidder before being awarded a contract shall execute a non collusion affidavit in such form as will satisfy the City that the bid offered is genuine, is not a sham or collusive, and in no respect or degree is made in the interest or on behalf of any person, firm, or corporation not named in the form containing such bid.

BID SPECIFICATIONS

The contract will be for one year with four optional one year renewals.

FUEL SPECIFICATIONS

For purposes of charging monthly usage, the total per gallon price of fuel will be calculated using the following formula:

Rack Price + Freight + Taxes + Markup _____.

Rack price is the weighted average of monthly consumption

Fuel Category	Consumption Range	Your Per gallon Markup
Unleaded	50,000 to 125,000	0.0695
Diesel	30,000 to 50,000	0.0695
Kerosene	150 to 1,000	1.0000

The City is also interested in using B20 Bio-Diesel, and other alternative fuels. Additional consideration will be given for availability of these items.

SYSTEM SPECIFICATIONS

Card System- Must be similar to card system currently in use.

1. Number of fuel cards will be between 150-250. Each card will have unique Card ID and a unique personal-identification-number (PIN) that will be assigned to City employee for use in fuel purchase.
2. Fueling system should collect the following information for monthly digital (Microsoft Excel format) reporting and delivery to the City:
 - A. Date, Time, and Location (if applicable) of each Transaction
 - B. Type of Fuel, Total Gallons, Price per Gallon, and Total Cost of each Transaction
 - C. Card ID and Vehicle ID used for each Transaction
 - D. Vehicle Odometer Reading at time of each Transaction
3. Monthly billing statement and/or invoices should include all relevant information for each purchase, and should be listed by Department, Vehicle ID, and Card ID.
4. Vendor will be required to provide training for use of card system and fueling process.
5. Vendor must have a contact person available 24/7 for emergencies.

FUELING LOCATION(S) SPECIFICATIONS

Primary Fueling Locations:

1. Should be centrally located within the City, or
2. Should be distributed throughout the City, and
3. Must be available for use 24/7 for gas and diesels, and
4. Must be able to handle the size of all fleet vehicles

Alternate Fueling Locations:

1. Bid should include a list of alternate locations where fuel may be purchased away from primary fueling locations using company card 24/7 and be able to handle all size fleet vehicles.

PAYMENT

All invoices should be delivered to the Purchasing/Garage coordinator office with monthly billing statement addressed to City of Kerrville, 310 McFarland, Kerrville, Texas 78028 on or before the 10th of each month.

BID SUMMARY

Fuel Type	Rack Price(*1)	Freight(*2)	Taxes(*3)	Markup	Total Rate (per gallons)
Unleaded	2.0495	0.0455	0.2000	0.0695	2.3645
Diesel	2.2126	0.0538	0.2000	0.0695	2.5359
Kerosene	2.4442	0.0538	0.2000	1.0000	3.698

*1 Rack price each day is based on DTN FastRacks Unbranded Average.

*2 Freight is quoted based on current fuel surcharge levels, which vary based on the price of diesel fuel. Variances in the price of diesel fuel may cause the freight to go up or down.

*3 Taxes are based on current rates and regulations, subject to change by governmental authorities.

These prices are based on Rack Prices for 06/15/2018

Primary fueling location is 206 McFarland Street in Kerrville. Backup locations are 2303 Sidney Baker and 320 Junction Highway.

We will provide the information on the monthly statement in electronic file format (CSV) in the specification required by the city.

I. SUPPLIER SIGN PAGE

Signed this the 15th day of June, 2018

Attest:

By: Terry Maxey

Signed this the 15th day of June, 2018

Attest:

Ellen Maxey

Secretary

By: Ellen Maxey

Supplier

(if bid by corporation)

Maxey
Authorized Agent and Title

Business Address:

Maxey Energy Company

(please type business name)

206 McFarland Street

Kerrville, Texas 78028

830-257-6944, 800-284-0351

(telephone number)

II. CITY OF KERRVILLE SIGN PAGE

Accepted this the _____ day of _____, 2018

Mark McDaniel, City Manager

Attest:

Brenda G. Craig, City Clerk

Approved as to Form:

Michael C. Hayes, City Attorney

BID Evaluation									
	Fuel Type	Price	Fleet Cards	Primary fueling location	Multiple fueling location	Electronic reporting	Monthly Billing	Customer Service	Selection
McBryde Oil Company	Can provide gas, diesel, kerosene	\$0.15 mark up from the rack price	can provide fleet cards	220 McFarland	no secondary	Yes	Yes	unknown	
Pinnacle Petroleum	Can provide gas and diesel	\$0.2 mark up from the pump price at any location	can provide fleet cards	no primary	access to multiple locations throughout town and region	Yes, through web interface	Yes	yes 24/7 emergency line	
Maxey Energy	Can provide gas, diesel, kerosene	\$.0695 mark up from the rack price	can provide fleet cards	206 McFarland	2303 Sydney Baker, 320 Junction Hwy	Yes, CSV files can be provided	Yes	yes, 24/7 emergency line	

	Fuel Type	Price	Fleet Cards	Primary fueling location	Multiple fueling location	Electronic reporting	Monthly Billing	Customer Service	Selection
McBryde Oil Company	5	3	5	5	0	3	5	0	26
Pinnacle Petroleum	3	1	5	0	5	5	5	5	29
Maxey Energy	5	5	5	5	3	3	5	5	36

Evaluators
 Guillermo Garcia
 Executive Director of Strat. Initiatives

Shannon Flowers
 Purchasing/Garage Coordinator

Tony Perez
 Meter Tech. Supervisor

Date: 6-21-18

Date: 6-21-18

Date: 6/21/18

*

Unleaded

	Previous Contract	Maxey Energy	Pinnacle Petroleum**	McBryde Oil
Freight	\$ 0.0505	\$ 0.0455		\$ 0.0500
Tax *	\$ 0.2000	\$ 0.2000		\$ 0.2000
Markup	\$ 0.0645	\$ 0.0695	\$	0.02 \$ 0.1500
	\$ 0.3150	\$ 0.3150	\$	0.02 \$ 0.40

** mark up from Pump Price

Diesel

	Previous Contract	Maxey Energy	Pinnacle Petroleum**	McBryde Oil
Freight	\$ 0.0601	\$ 0.0538		\$ 0.05
Tax *	\$ 0.2000	\$ 0.2000		\$ 0.20
Markup	\$ 0.0645	\$ 0.0695	\$	0.02 \$ 0.15
	\$ 0.3246	\$ 0.3233	\$	0.02 \$ 0.40

** mark up from Pump Price

Kerosene

	Previous Contract	Maxey Energy	Pinnacle Petroleum**	McBryde Oil
Freight	\$ 0.0601	\$ 0.0538		\$ 0.05
Tax *	\$ 0.2000	\$ 0.2000		\$ 0.20
Markup	\$ 0.0645	\$ 1.0000		\$ 0.15
	\$ 0.3246	\$ 1.254	\$	- \$ 0.40

**Not available

* TTC 162.102, effective Jan 1, 2004

Est. # of Gallons (2019 Bgt)	127,132
@ .0645 Mark Up	\$ 8,200.01
@ .0695 Mark UP	\$ 8,835.67
Difference	\$ 635.66



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

SUBJECT: License Agreement with Kona Ice Kerrville for concessionaire services in the parks system.

AGENDA DATE OF: 7/10/2018 **DATE SUBMITTED:** 6/30/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Agreement

Expenditure Required: \$0	Current Balance in Account: N/A	Amount Budgeted: N/A	Account Number: N/A
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PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

Attached is a license agreement with Kona Ice Kerrville for concessionaire services in our parks system. Kona Ice will operate their food truck / kiosk on weekends at Louise Hays Park and the majority of the week at the Olympic Pool during the summer. Having licensed food vendors in the parks is favorable as it provides a convenient opportunity for food for our citizens and visitors. Having food vendors in the park is a recurring request staff has been hearing from the public. Kona Ice Kerrville will pay the City 10% of its gross revenues associated with park vending sales.

RECOMMENDED ACTION:

Approve license agreement.

LICENSE AGREEMENT
BETWEEN KONA ICE KERRVILLE AND CITY OF KERRVILLE
FOR OPERATION AS A FOOD VENDOR CONCESSION IN CITY PARKS

This License Agreement ("License") is made and entered into by and between the **CITY OF KERRVILLE, TEXAS** ("City"), and **KONA ICE KERRVILLE**, ("Licensee"), either of which will be referred to as "party" or collectively referred to as "parties", as follows:

1. **Grant of License.** In consideration of and subject to the terms, provisions, and covenants herein contained, City grants to Licensee a license to operate as a food vendor for the sale of consumable foods on the following described real property owned by City ("Licensed Premises"), in the City of Kerrville, Kerr County, Texas:

- a) a location in Louise Hays Park ("LHP") that is approved by the Director of Parks and Recreation or designee ("Director"); and
- b) a location at the Kerrville Olympic Pool ("Pool") that is approved by the Director.

2. **Additional Licenses.** Licensee understands that City may at any time grant similar licenses to additional persons.

3. **Other Uses.** City agrees not to grant another license agreement for the purpose of selling snow cones within the Licensed Premises. However, Licensee acknowledges that there will be other consumable foods within the Licensed Premises. In addition, special events or activities authorized or performed by the City may impact designated concession locations and operations within the Licensed Premises which could require modification to certain Licensee concessions, up to and including altering the location of the Licensed Premises or ceasing concession operations during an event or activity at a specific site.

4. **Term.** This License becomes effective upon the date that signatures of the parties are made and will terminate on September 30, 2018, subject to earlier termination as herein provided.

5. **Renewal.** The parties may agree in writing to extend the term.

6. **Termination Election.** City and Licensee each shall have the right, either with or without cause, to terminate this License upon not less than 30 (30) days prior written notice to the other party. Upon such termination, City and Licensee shall be relieved of all further obligations hereunder except only for obligations accruing prior to the effective date of termination.

7. **Use.** Licensee shall use the Licensed Premises and any improvements thereon for vending food as defined in **Attachment A** and for no other purpose. Licensee shall at all times comply with state and local laws, as may be amended, with respect to food sales and its operations. No other use of the Licensed Premises may be made without the prior written consent of Director.

8. **Interruption of Business.** City shall not be liable or responsible to Licensee in any manner for any interruption, or adverse impact on, Licensee's business as a result of casualty,

flooding, acts of God, utility failure, or other occurrence.

9. Maintenance. Licensee shall, at Licensee's cost and expense, during the term of this License and any renewal thereof, maintain the Licensed Premises free from litter and debris. Any trash or debris as the result of the Licensee or its patrons will be the responsibility of the Licensee.

10. Insurance. Licensee agrees to acquire and maintain in force and effect, during the term hereof, workers' compensation insurance and also liability and casualty insurance covering all dates when Licensee is in operation on the Licensed Premises. Upon execution of this License, Licensee shall provide City with a copy of the insurance policies required hereby, showing premium prepaid for the period covered. In the event of failure by Licensee to keep such insurance in effect, the License shall terminate without notice from City to Licensee. Insurance must cover the Licensed Premises, and public property by Licensee and/or Licensee's patrons. This insurance shall include liability and workers' compensation coverage as follows:

<u>Type of Insurance</u>	<u>Minimum Limits</u>
A. Workers' Compensation covering all employees	Statutory
B. Employer's Liability	\$100,000.00
C. Commercial General Liability	\$1,000,000.00
• Bodily Injury & Property Damage	\$1,000,000.00
Per Occurrence	\$1,000,000.00
• Aggregate	\$1,000,000.00

Premises/Operations, Products/Completed, Operations/Independent, Contractors/Contractual Liability/Coverages shall be included.

Any equipment owned by Licensee shall be insured against damage by fire, windstorm, or other casualty under the standard "extended coverage" insurance. The commercial general liability and casualty insurance policies shall name City as an "additional insured". All policies shall include a waiver of subrogation provision in favor of City. The policy and any renewal certificate shall provide that the City must be notified thirty (30) days prior to cancellation or modification of any coverage. Language to the effect that the insurance company will "endeavor" or "attempt" to so notify the City is not sufficient. Renewal certificates must be received by the City at least ten (10) days prior to expiration date. Policies will be in effect for the entire term of this License and any renewals. The Licensee will provide the City a copy of current insurance policy if requested by City at any time.

11. Alterations and Improvements. Licensee shall not make alterations, additions, and improvements to the Licensed Premises.

12. City Access. City shall have access to the Licensed Premises at all reasonable times for the purpose of inspection of the same or for any maintenance or repairs.

13. Termination for Safety Violation or Unlawful Use. Licensee shall not use or occupy nor permit the Licensed Premises or any part thereof to be used or occupied for any unlawful purpose, or for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Licensee shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal, or other agencies or bodies having any jurisdiction thereof relating to the use, condition, or occupancy of the Licensed Premises. Notwithstanding any other provision of this License, any violation of this provision, or a gross violation of any safety-related provision herein, will entitle the City to terminate this License immediately.

14. **INDEMNIFICATION, LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS OF AND FROM ALL CLAIMS, DEMANDS, LIABILITY, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF LITIGATION) IN ANY MANNER ARISING OUT OF OR RESULTING FROM LICENSEE'S OPERATIONS, LICENSEE'S USE OF THE LICENSED PREMISES, INCLUDING ANY AND ALL LIABILITY, LOSSES, COSTS, AND EXPENSES ARISING FROM CLAIMS OR DEMANDS BY LICENSEE'S OWN EMPLOYEES; AND THESE INDEMNITY AND HOLD HARMLESS PROVISIONS SHALL APPLY AND EXTEND TO ANY CLAIM, DEMAND, LIABILITY, LOSSES, COSTS, OR EXPENSES CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY OR ITS OFFICIALS, AGENTS, SERVANTS, OR EMPLOYEES.**

15. Assignment or Sublicense. Licensee shall not assign or sublicense the Licensed Premises or any of its rights hereunder, in whole or in part, without the express prior written consent of the City.

16. Performance by City. If Licensee fails to perform its obligation, City may, at its option, perform such obligations and Licensee shall pay to City upon demand all costs and expenses incurred by City.

17. Independent Contractor. This License constitutes the entire agreement between City and Licensee. Nothing contained herein shall be construed to create any principal/agent, employer/employee, joint venture, partnership, or other arrangement between City and Licensee. Licensee shall at all times be an independent contractor and shall maintain full control over the means of conducting the business operations permitted hereby, provided such means are consistent with the provisions of this Agreement.

18. Default. If either party hereto shall fail to perform any obligation of such party as herein set forth, and such failure shall continue for a period of ten (10) days after written notice of default (except for Licensee's insurance obligations or obligation to pay the License fee, for which no notice or opportunity to cure shall be given) the party not in default shall have the right, at such party's option, and in addition to any other remedies available at law or in equity, to terminate this License by notice to the party in default. The failure of either party to declare any default immediately upon the occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but such party shall have the right to declare any such default at any

time and take such action as might be authorized hereunder or that may be available at law or in equity.

19. Notice. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, or certified mail, return receipt requested, addressed to the parties hereto at their respective addresses as set forth below or at such other address as they have heretofore specified by written notice delivered in accordance with the terms hereof:

City: City of Kerrville, Texas
Attention: Director of Parks and Recreation
2385 Bandera Hwy.
Kerrville, Texas 78028

Licensee: Kona Ice Kerrville
Attention: Cam and Jessica McLaughlin
164 Stewart Junkin Road
Hunt, Texas 78024

20. Operating Hours. During the months of June, July, and August 2018 the minimum hours of operation shall be:

- **At the Kerrville Olympic Pool: Sunday – Friday, 12:00 pm through 6:00 pm., to exclude Mondays where the pool is closed to the public**
- **At Louise Hays Park: Sunday – Saturday, 11:00 am through 8:00 pm.**

Licensee shall also operate on all holidays and any other days and times which in the opinion of Licensee and Director are appropriate and not in conflict with maintenance of the Licensed Premises. Licensee shall notify the Parks and Recreation Department [(830) 257-7300] each day at the time of commencement of on-site staffed operations. Operations will occur except when prevented by inclement weather or when otherwise agreed between the Licensee and the Director.

21. Uniforms. Licensee shall require its employees to wear company uniforms and/or name tags while on duty. At a minimum, the combination of uniforms and name tags shall include the Licensee's name and the employee's first name for identification.

22. License Fee. Licensee shall pay City a License fee as follows: Licensee shall pay to the City 10% of its gross revenues from July 2018 through September 2018. Licensee shall pay the City on or before the 5th working day of each month for revenues received for the prior month and late fees shall accrue thereafter at five dollars (\$5.00) per day on all unpaid amounts. For purposes of this License, the term "gross revenue" shall mean all monies received or payments made by check, cash, cashier's check, debt card, or credit card, for services provided by Licensee to customers pursuant to this License, excluding that portion of collections which represents local or state sales taxes.

23. Method of Payment. All License fee payments will be made to City at the City's Parks and Recreation Department headquarters, 2385 Bandera Highway, Kerrville, Kerr County,

Texas, or such other place as City may designate, without deduction, off-set, prior notice or demand.

24. Accounting and Records. Licensee shall close its books by the last day of each month. Licensee's books, including income, sales, and other tax returns and reports, shall be subject to City's inspection at all reasonable times and for twelve months following the termination of this License. All records shall be maintained for not less than one (1) year following termination of this License. A copy of daily income log sheets with dates, type of rental, time of rental, cost of rental, and revenue shall be submitted to the City by Licensee with the corresponding monthly payments. Licensee shall provide a copy of its daily income log sheets to City with the monthly payment.

25. Approval Authority. In this License, wherever an act requires approval by or consent of the City, such approval or consent may be obtained from the Director.

26. Governing Law and Enforcement. This License is governed by the laws of the State of Texas and is be performable in Kerr County. Venue for any dispute arising between the parties to this License is Kerr County, Texas

SIGNED and agreed by the authorized representatives of City and Licensee on the dates indicated below.

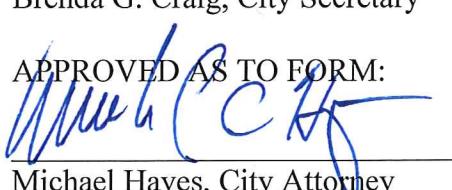
CITY OF KERRVILLE, TEXAS

By: _____
Mark L. McDaniel, City Manager / Date

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:



Michael Hayes, City Attorney

KONA ICE KERRVILLE

By: _____
Cam McLaughlin, Food Truck Owner / Date

APPROVED AS TO CONTENT:

Ashlea Boyle, Director of Parks & Recreation



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

SUBJECT: Consider a request and authorize the City Manager to issue a letter of invitation in support of the US Special Operations Forces Exercises from August 1, 2018 – May 31, 2021.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Chief David Knight

EXHIBITS: Letter of Invitation

Expenditure Required: \$0	Current Balance in Account: N/A	Amount Budgeted: N/A	Account Number: N/A
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PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

The United States Army Special Operations Command is requesting to conduct military training within the jurisdiction of the City of Kerrville. The training will take place from August 1, 2018 to May 31, 2021. Council previously approved the issuance of a letter of support for exercises scheduled in 2018 that were cancelled. The Chief of Police has received a briefing on the training by the Army. This training has not been performed within the city limits of Kerrville but has been conducted in numerous other cities and counties within the state over the past several years. US Army Special Operations Command was provided a letter of support executed by the County Judge and the Kerr County Commissioners for exercises to be conducted in Kerr County from June 1, 2018 to May 31, 2021.

RECOMMENDED ACTION:

Authorize the City Manager to extend a letter of invitation to the United States Special Operations Command expressing support for this training exercise and direct the Chief of Police to support and coordinate this exercise through the Kerrville Police Department.

July 11, 2018

Commander,
1st Special Forces Command (Airborne)
G3, Training and Exercise Cell
1626 Reilly Rd, Fort Bragg, NC 28310

Via: Mr. Thomas Mead
Contractor, VATC Inc.
RMT Operations Planner
USSOCOM J7-JCT Component Exercise/Service Integration Branch
Tampa, FL 33621

Dear Sir:

On the behalf of the City of Kerrville, Texas, you and the men of the United States Special Operations Command are hereby cordially invited to conduct military training within our jurisdiction for the next three (3) years beginning August 1st 2018 and ending on May 31st 2021.

We understand that coordination for any exercise will take place no less than 90 days prior to the event. We fully understand from the presentation that this training will involve active duty personnel preparing for overseas missions. We further understand and appreciate that this training will be coordinated through local law enforcement agencies and all affected property owners.

The City of Kerrville, Texas is pleased to support United States Special Operations Forces as they develop the techniques and tactics necessary to defend United States interests around the globe. Please do not hesitate to contact me if I can be of further assistance.

Sincerely,

Mark McDaniel
City Manager
City of Kerrville



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

SUBJECT: Distance Variance Request for Boarding Home located at 1517 E Main Street

AGENDA DATE OF: 7/10/2018 **DATE SUBMITTED:** 6/1/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Boarding Home Distance Variance request and map.

Expenditure Required: \$0	Current Balance in Account: \$0	Amount Budgeted: \$0	Account Number: N/A
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PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Key Priority Area Guiding Principle Action Item	Yes: <input type="checkbox"/> N/A N/A N/A	No:
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SUMMARY STATEMENT:

This is a boarding home distance variance requested by CNS. This home is within a ½ mile of four (4) other boarding homes, pursuant to Code of Ordinances, section 30-17. The boarding home would be operated by Ms. Saurage. The home is located at 1517 E Main St in Kerrville, Texas. The property is zoned R1.

After conducting a public hearing, council should take action to approve or deny the variance request based on the following criteria:

- a. In determining whether to grant a variance, city council must find that the enforcement of the distance requirement is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a permit, does not serve its intended purpose, and/or is not effective or necessary.
- b. If at the conclusion of the public hearing the city council grants the applicant's request for a variance, the city council may impose additional conditions on the granting of the variance where such conditions are intended to mitigate the impacts caused by the boarding home facility and are in the public interest.

The establishment of a distance requirement between boarding homes, in state codes as well as our local ordinance, is intended to protect the single-family neighborhood from the disruption of non-residential uses and the issues that stem from an increased density. The ordinance regulating boarding homes was put in place to protect both the boarding homes and the neighborhoods.

However, staff would place an emphasis on the input from the public hearing. While the ordinance is meant to balance the protection of the neighborhood along with the inclusion of boarding homes within the single-family neighborhood setting, the comments from adjacent property owners may best describe the impacts in this particular situation.

RECOMMENDED ACTION:

Staff recommends denial of the request due to its non-conformity to the ordinance.



Development Services Department

200 Sidney Baker St. N.
Kerrville TX 78028
(830) 258-1170

Copy
Payment 150.00
TRANS. 835
PERMT# 2018-410

Boarding Home variance request for Distance Requirements

Date application submitted: 05/28/2018

Applicant's Name: Catherine Nicole Saurage (Nikki)

Applicant's Address: 130 Rhum Road, Kerrville, Texas 78028

Telephone #: (830) 481-7406

Alternate #: (830) 285-3268

Email: nikki@whitelilyrecovery.com

Name and address of the Boarding Home Facility subject to the request: The White Lily House - 1517 E. Main Street, Kerrville, Texas 78028

Name of Property Owner for the property where the boarding home facility is proposed to be located:

Byron and Katy Champagne

Name and address of the Boarding Home facility that is currently in existence that triggers the variance request: House of Hope - 1612 First Street, Kerrville, Texas 78028; Lost & Found - 1509 Water Street, Kerrville, TX 78028; The Rock - 1512 Second Street, Kerrville, TX 78028

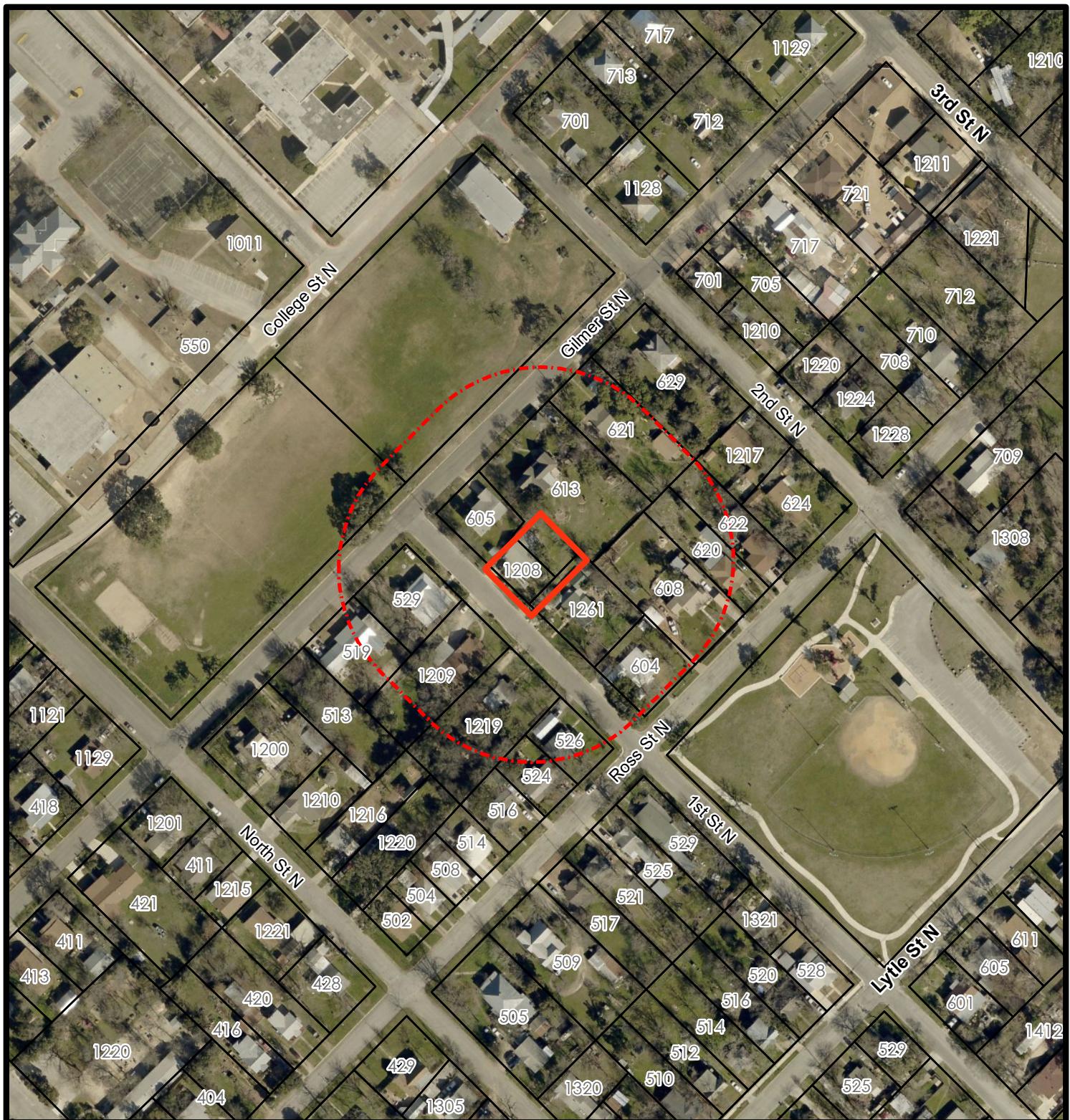
PAID
JUN 01 2018
City of Kerrville

Submittal checklist for Boarding home variance request for distance requirements

- Already submitted with the original application
- Notarized authorization of the property owner consenting to the variance request.
- \$150.00 payment application fee (non-refundable)

-
- Statement of justification as to how the variance meets the criteria in this section: **Justification is attached.**
 - A site and floor plan showing the following information:

1. North arrow and scale
 2. Boundaries of the property
 3. Location and dimensions of all buildings and structures and
 4. All fences, parking area and landscape area
-



Location Map

Case # 2018-030

Location:
1208 1st Street

Legend
200' Notification Area
Subject Properties



0 50 100 200

Scale In Feet



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

SUBJECT: Second and final reading of Ordinance No. 2018-12 amending Chapter 102 "Traffic and Vehicles" by adding a new article "Escort of Oversize Loads" which addresses the service provided by the City's Police Department to escort oversize vehicles through the City of Kerrville, Texas.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Chief David Knight

EXHIBITS: Ordinance No. 2018-12

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
\$0	N/A	N/A	N/A
PAYMENT TO BE MADE TO: N/A			
Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:	
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

The Kerrville Police Department conducts oversized load escorts for commercial vehicles moving large cargo through the City. The historical data of manpower and staffing reflects that the trend line for escorts of oversized loads the Police Department conducts is increasing with numbers of escorts performed annually averaging 500 per year. When traversing the City, oversize vehicles often cause up to four or five vehicle lanes to be closed and require the raising of cables and lines associated with the traffic signals at intersections, creating considerable traffic back-up.

These escorts are all handled with on duty staffing. The service delivery impact is that two or three officers and vehicles are needed to safely complete most escorts. These units are out of their assigned sectors during these times and generally unavailable or delayed in responding to other calls for service that may be generated during the escort.

The ordinance provides for a procedure for requesting escort services and a fee to reimburse the City for the police escort expenses. The notification process for requesting police escort services is through the inclusion of the requirement under route conditions on all Texas Oversize/Overweight Single-Trip Permits issued by TXDOT that are routed through the City of Kerrville.

This ordinance was approved by City Council on first reading on June 12, 2018.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-12 on second and final reading.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-12**

AN ORDINANCE AMENDING CHAPTER 102 "TRAFFIC AND VEHICLES", BY ADDING A NEW ARTICLE XIII "ESCORT OF OVERSIZE LOADS" TO THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS; THE NEW ARTICLE XIII ADDRESSES THE SERVICE PROVIDED BY THE CITY'S POLICE DEPARTMENT TO ESCORT OVERSIZE VEHICLES THROUGH THE CITY; ESTABLISHING A PROCEDURE FOR REQUESTING AND PROVIDING SUCH SERVICE; REQUIRING A FEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the City's Police Department ("KPD") periodically receives requests to escort oversize vehicles and their loads through the City; and

WHEREAS, over the past two years, KPD has conducted almost 500 such escorts each year; and

WHEREAS, in the majority of instances, oversize loads traveling west through the City must use State Highway 27 due to the height restriction imposed by the Interstate 10 bridge and other vehicular access limitations to this highway; and

WHEREAS, when traveling through the City, oversize vehicles often cause up to four or five vehicle lanes to be closed and require the raising of cables and lines associated with the traffic signals at intersections, which creates considerable traffic back-up, especially during the busiest times of the day; and

WHEREAS, the need for traffic control within the City is important to the safety of City residents, such that KPD, upon proper written request, should and will continue to provide a police escort of any oversize vehicle; and

WHEREAS, those persons, firms, or entities, or escort services, transporting oversize vehicles and loads typically request a police escort for assistance traveling through the City and the police escort typically consists of at least two police vehicles; and

WHEREAS, the entity(s) currently hired to raise the cables and lines associated with the traffic signals charge the drivers of the oversize vehicles a fee to pay for their services; and

WHEREAS, in an effort to be as efficient, productive, reliable, and safety-focused with the use of KPD personnel and other KPD resources, any request for a City police escort should be in writing on a form provided by KPD at least 24 hours in advance of any oversize vehicle entering the city limits of the City; and

WHEREAS, all written requests should be charged a reasonable fee to reimburse the City for the police escort expenses, such fee to be included with the police escort request; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds it to be in the public interest to amend Chapter 102 of the Code of Ordinances of the City of Kerrville, Texas, to address the services its police department provides with respect to oversize vehicles traveling through the City;

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

SECTION ONE. Chapter 102 "Traffic and Vehicles" of the Code of Ordinances for the City of Kerrville, Texas, is amended by adding a new definition of "Oversize vehicle" to Section 102-1 as indicated by the language that is underlined (added) as follows:

"Sec. 102-1. - Definitions.

⋮
⋮

Oversize vehicle means a vehicle or vehicle-trailer combination that exceeds 14 feet in width, 14 feet in height, or 110 feet in length.

SECTION TWO. Chapter 102 "Traffic and Vehicles" of the Code of Ordinances for the City of Kerrville, Texas, is amended by adding a new Article XIII "Escort of oversize vehicles" as indicated by the language that is underlined (added) as follows:

"ARTICLE XIII. – ESCORT OF OVERSIZE VEHICLES

Sec. 102-480. – Travel times for oversize vehicles.

No oversize vehicle may be operated on a public street within the City between the hours of 7:00 AM and 8:15 AM, 11:30 AM and 1:15 PM, and 3:30 PM and 5:30 PM, Monday through Friday of any week.

Sec. 102-481. – Requirement for police escort of oversize vehicles; permit; fee.

- (a) Any person, firm, entity, or its escort service provider, transporting an oversize vehicle through the City must request a City police escort through the City's police department before traveling through the City. The request for a police escort must be made in writing at least 24 hours in advance of the transportation of the oversize vehicle through the City.
- (b) Any person, firm, or entity requesting a police escort must pay the City the applicable fee in advance for each police escort provided by the City police department, such fee to be determined by City Council and listed within the City's fee schedule.”

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

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

SECTION FIVE. 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 City 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 SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas.

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

PASSED AND APPROVED ON FIRST READING, this the 12th day of June, A.D., 2018.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2018.

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary



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

SUBJECT: Resolution No. 20-2018 amending the fee schedule to adopt a fee for police escort of oversize loads.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Chief David Knight

EXHIBITS: Resolution 20-2018

Expenditure Required: \$0	Current Balance in Account: \$0	Amount Budgeted: N/A	Account Number: N/A
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PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

The second reading of Ordinance No. 2018-12 will add a new article to Chapter 102 of the City's Code of Ordinance and specifically provides for the creation of a permit process and fee whereby the City Police Department will continue to be available to escort oversize vehicles through the City. The fees will be established through approval of Resolution No 20-2018 that amends the City's fee schedule to identify two categories of oversize loads, small or large with a corresponding fee structure of \$100 for small load escorts and \$350 for large load escorts.

RECOMMENDED ACTION:

Approve Resolution No. 20-2018.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 20-2018**

A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE SCHEDULE BY ESTABLISHING FEES TO BE CHARGED BY THE KERRVILLE POLICE DEPARTMENT TO ESCORT OVERSIZE VEHICLES THROUGH THE CITY

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

WHEREAS, the Kerrville Police Department recommends establishing fees for the services it provides escorting oversize vehicles through the City; and

WHEREAS, the City Council has determined it is in the public interest of the citizens of Kerrville to revise and set such fees as provided herein;

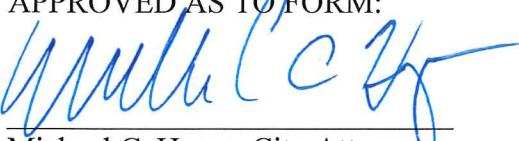
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

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

PASSED AND APPROVED ON this the _____ day of _____ A.D., 2018.

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

Exhibit A

CITY OF KERRVILLE PROPOSED FEE SCHEDULE

POLICE DEPARTMENT	Current	Proposed
ACCIDENT REPORTS:	per report	\$6.00
ALARM SERVICE (Police):	each service	\$25.00
FALSE ALARM FEE:		
More than 3 times but fewer than 6 in preceding 12 month period	per violation	\$50.00
More than 6 times but fewer than 8 in preceding 12 month period	per violation	\$75.00
More than 8 or more times in preceding 12 month period	per violation	\$100.00
FINGERPRINTING:	per person	\$10.00
FUNERAL ESCORT SERVICE: (minimum of 2 officers with 2 hours per officer)	per event	\$160.00
HOUSE MOVING & OTHER ESCORT:	per event	\$30.00
LETTERS OF CLEARANCE:	per person	\$10.00
OFFENSE/INCIDENT REPORTS:	per page	\$0.10
OVERSIZE LOAD ESCORT SERVICE:		
Large load	per load	\$350.00
Small load	per load	\$100.00
PARADE DEPOSITS:		
Deposit - Class A (Less than 50 entries)	per event	\$250.00
Deposit - Class B (More than 50 entries)	per event	\$750.00
Deposit - Class C (motorcades, marches, etc.)	per event	\$100.00
PARADE FEES:		
Class A	per event	\$50.00
Class B	per event	\$100.00
Class C	per event	\$25.00
PUBLIC SAFETY STAFFING:		
Personnel (minimum 2 hours per police department staff)	per hour	\$40.00
Vehicle (minimum 2 hours per vehicle)	per hour	\$5.00
STOCK DRIVER PERMIT:	per event	\$5.00
ALARM SERVICE PERMIT FEE:		
Residential	per location	\$50.00
Commercial	per location	\$100.00



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

SUBJECT: Confirmation of project scope for the H-E-B Tennis Center Improvement Project.

AGENDA DATE OF: 7/10/2018 **DATE SUBMITTED:** 6/30/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: N/A

Expenditure Required: \$0	Current Balance in Account: N/A	Amount Budgeted: N/A	Account Number: N/A
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PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area Guiding Principle	P - Parks/Open Space/River Corridor P5 - Focus on enhancing/investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks	
Action Item	N/A	

SUMMARY STATEMENT:

On January 27, 2017, the City Council approved a funding agreement with the Kerrville Economic Improvement Corporation for renovation of the H-E-B Tennis Center in the amount of \$1.5 million. In early June 2017, staff concluded a Request for Qualifications (RFQ) process to solicit design firms to submit interest proposals.

On June 27, 2017, the City Council authorized staff to negotiate a design services agreement with the consultant team selected which best met the criteria in the RFQ.

Staff selection from the RFQ process was Schrickel Rollins and Associates (SRA) from Arlington, Texas. Their team also consists of Hewitt Engineering of Kerrville, MDS Surveying of Boerne, and Rock Engineering of San Antonio, all experienced firms in working with the City of Kerrville.

As was included in previous City Council agendas, the design scope of work for the project includes stakeholder input, plan development, bid document preparation, bid evaluation, and construction management assistance for drainage, tennis court, and building renovation needs at the facility, which requires professional engineering and architectural services.

The consultants held multiple meetings with stakeholders, staff, and the public to prepare the overall master plan for the Tennis Center. The master plan in its entirety is estimated to cost \$4 million. Staff worked with SRA to develop a scope for the first phase. The proposed phase 1 construction scope will address the following for approximately \$1.3 million:

- Drainage upgrades in the center of the complex and redesign of observation areas;
- Resurfacing of existing courts and improved shaded seating;
- ADA / TDLR access for all paths-of-travel;
- Create pathway between courts 5-8 and 9-10 to improve access to courts 11-14 and future courts (route players through pro shop). This will require adjustments to the parking lot and reconstruction of courts 9-10;
- Court fencing upgrades on courts 1-10;
- Improvements to the pro shop;
- Parking access improvements at courts 11-14;
- Practice court resurfacing, signage, dumpster screen, and site furniture as needed.

Staff is requesting Council accept the master plan and approve phase 1 construction scope. The next steps will be for SRA to prepare construction documents for bidding in late summer. Construction sequencing can allow for limited use of the facility during certain periods. Construction is anticipated to begin in late 2018 with completion in mid 2019.

RECOMMENDED ACTION:

Accept the master plan and approve phase 1 construction scope for the H-E-B Tennis Center Improvement Project.



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

SUBJECT: Resolution No. 24-2018 granting a petition requesting the voluntary annexation of an approximate 3.669 acre tract of land out of the J.D. Leavell Survey No. 1862, Abstract No. 1435, said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas; consisting of the property addressed as 884 Farm to Market Road 783 (Harper Road); and ordering the preparation of an annexation ordinance.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Drew Paxton, Executive Director of Development Services

EXHIBITS: Resolution No. 24-2018
Petition, Application, and Map

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

This is a petition requesting annexation for the purposes of tying on to the City of Kerrville water and sewer services. This property, and an adjoining property, have both petitioned for annexation.

RECOMMENDED ACTION:

Approve Resolution No. 24-2018.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 24-2018**

A RESOLUTION GRANTING A PETITION REQUESTING THE VOLUNTARY ANNEXATION OF AN APPROXIMATE 3.669 ACRE TRACT OF LAND OUT OF THE J.D. LEAVELL SURVEY NO. 1862, ABSTRACT NO. 1435, SAID TRACT LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; CONSISTING OF THE PROPERTY ADDRESSED AS 884 FARM TO MARKET ROAD 783 (HARPER ROAD); AND ORDERING THE PREPARATION OF AN ANNEXATION ORDINANCE

WHEREAS, on June 28, 2018, the owner of an approximate 3.669 acre tract of land out of the J.D. Leavell Survey No. 1862, Abstract No. 1435, said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas, the property more commonly known as 884 Farm to Market Road 783 (Harper Road) (the "Property"), submitted a written petition to the City requesting the voluntary annexation of this property pursuant to Section 43.028 of the Texas Local Government Code; and

WHEREAS, having considered the petition, City Council finds it to be in the public interest to grant said petition and to initiate the annexation process, which includes the preparation of an ordinance annexing the Property;

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

SECTION ONE. The petition requesting the voluntary annexation of an approximate 3.669 acre tract of land out of the J.D. Leavell Survey No. 1862, Abstract No. 1435, said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas, the Property more commonly known as 884 Farm to Market Road 783 (Harper Road), and more fully described in said petition, a copy of which is attached as **Exhibit A**, is granted.

SECTION TWO. The City Manager is directed to initiate the annexation process under the authority of the City's Charter and Section 43.003 of the Texas Local Government Code and to prepare an ordinance annexing the Property described in the above-referenced petition.

PASSED AND APPROVED ON this the _____ day of _____, A.D., 2018.

Bill Blackburn, Mayor

ATTEST:

Brenda G. Craig, City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF KERRVILLE, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.035, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

See attached Exhibit A.

We certify that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, is not more than one-half mile in width [only limited by Local Government Code Section 43.028], and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Matthew W. Carlton

THE STATE OF GEORGIA

COUNTY OF THOMAS

BEFORE ME, the undersigned authority, on this day personally appeared Matthew W. Carlton, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 28th day of June, 2018.

Marie Butler

Notary Public in and for
Thomas County, Georgia.



Exhibit "A"

BEING A 3.669 ACRE TRACT OF LAND OUT OF THE J.D. LEAVELL SURVEY NO. 1862, ABSTRACT NO. 1435, KERR COUNTY, TEXAS, SAID 3.669 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN 3.71 ACRE TRACT RECORDED IN VOLUME 1779, PAGES 643-675, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS, SAID 3.669 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 3/8" iron rod found in the west right-of-way line of FM 783 for the northeast corner of the herein described tract, said point also being the northeast corner of the above referenced 3.71 acre tract, said point bears South 05 degrees 04 minutes 46 seconds West, a distance of 248.55 feet from a found Texas Department of Transportation concrete right-of-way marker;

Thence, with the west right-of-way line of FM 783 and the east line of said 3.71 acre tract, South 05 degrees 05 minutes 29 seconds West, a distance of 403.91 feet to a 1/2" iron rod found at the southeast corner of said 3.71 acre tract, the northeast corner of a called 0.885 acre tract of land also being known as "Tract 1" recorded in Volume 1364, Pages 751-755, Official Public Records, Kerr County, Texas and being the southeast corner of the herein described tract, said point bears North 66 degrees 29 minutes 20 seconds East, a distance of 0.36 feet from a 1/4" iron rod found with a red "Veekele" plastic cap;

Thence, with the southwest line of said 3.71 acre tract, the north line of said 0.885 acre tract, the north line of a called 1.11 acre tract of land also being known as "Tract One" recorded in Volume 1673, Pages 52-59, Official Public Records, Kerr County, Texas and the north line of a remainder of a called 11.08 acre tract of land recorded in Volume 174, Pages 718-722, Deed Records, Kerr County, Texas, North 76 degrees 12 minutes 03 seconds West, a distance of 424.43 feet to a 1/2" iron rod with a red "Malkin-Hoover Eng. & Survey" plastic cap found in the southeast line of Lot 35, The Heights of Kerrville recorded in Volume 8, Pages 125-130, Plat Records, Kerr County, Texas for the southwest corner of said 3.71 acre tract, the northwest corner of said remainder of 11.08 acre tract and the southwest corner of the herein described tract;

Thence, with multiple easterly lines of said Lot 35, The Heights of Kerrville and multiple westerly lines of said 3.71 acre tract, the following three (3) courses and distances:

North 13 degrees 46 minutes 06 seconds East, a distance of 84.30 feet to a 1/2" iron rod found with a red "Malkin-Hoover Eng. & Survey" plastic cap for angle;

North 01 degrees 11 minutes 14 seconds West, a distance of 63.46 feet to a found concrete nail for angle;

and North 05 degrees 57 minutes 48 seconds West, a distance of 72.76 feet to a found metal fence post for angle;

Thence, in part with an easterly line of said Lot 35, in part with an easterly line of Lot 34 and a westerly line of said 3.71 acre tract, North 09 degrees 15 minutes 36 seconds West, a distance of 115.43 feet to 1/4" iron rod found for the northwest corner of the herein described tract, said point also being the northwest corner of said 3.71 acre tract, an angle of said Lot 34 and the southwest corner of that certain 6.36 acre tract recorded in Volume 1275, Pages 579-583, Official Public Records, Kerr County, Texas;

Thence, with the south line of said 6.36 acre tract, South 88 degrees 37 minutes 07 seconds East, a distance of 436.17 feet to a 1/4" iron rod set with a red "Malkin-Hoover Eng. & Survey" plastic cap in the northeast line of said 3.71 acre tract for angle, said point bears North 88 degrees 37 minutes 07 seconds West, a distance of 21.07 feet from a 1/2" iron rod found with a red "Veekele" plastic cap at the southeast corner of said 6.36 acre tract;

Thence, departing the south line of said 6.36 acre tract, with the northeast line of said 3.71 acre tract, South 44 degrees 02 minutes 46 seconds East, a distance of 27.85 feet to the Point of Beginning containing 3.669 acres.



Master Application

City of Kerrville - Planning Department

Required Information:

1. Applicant/Owner contact information

Name of Owner: Ag-Pro Real Estate Investments, LLC Email: _____

Mailing Address: P. O. Box 95 Boston, GA 31626 Phone: 229-226-0509

Name of Applicant (if different than owner): Matthew Carlton Email: mcarlton@agproco.com

Mailing Address: P. O. Box 95 Boston, GA 31626 Phone: 229-226-0509

2. Subject Property

Project Name: Ag-Pro

Street address (approximate): 884 Harper Rd. Kerrville, TX 78028

Tax/Property ID Number: _____

Legal description of property: AB5 A 1435 LEAVELL, SLR 1862, 3.676 acres

Subdivision Name: _____

Block: _____ Lot: _____

Zoning Districts: _____ Comprehensive Plan Designation: _____

3. Please check all that apply

Transaction Code: 840.01-6236

Annexation (2 copies /2 petitions)

No Fee

Attach completed checklists for all projects

Preliminary Plat (20 copies)

$\$300 + \$20/\text{lot}$ or $\$10/\text{acre}$ (which ever is greater) _____

Administrative Appeal

\$150

Final Plat (20 copies)

$\$150 + \$10/\text{lot}$ _____

Preliminary Site Plan (20 copies)

No Fee

Preliminary Minor Plat (20 copies)

$\$150 + 10/\text{lot}$ _____

Final Site Plan (20 copies)

No Fee

Final Minor Plat (20 copies)

$\$150 + 10/\text{lot}$ _____

Concept Plan (20 copies)

\$500

Replat (20 copies)

$\$150 + 10/\text{lot}$ _____

Alternative Screening Request
(P&Z Commission)

No Fee

Development Site Plan (20 copies)

\$200

Note: All Plat related fees will be collected once the application is deemed complete. Once the application has been deemed complete and all fees have been paid, the Platting process will begin. (The application completeness review process may take up to a maximum of ten (10) business days).

For plats in the ETJ: (Payment due at the time of final plat, \$200.00 per lot)

Parkland Fee (East) _____
08-6242

Parkland Fee (West) _____
08-6243

Owner's Affidavit Required for: (Must attach to this Master Application Form)

<input type="checkbox"/> Conditional Use Permit (CUP) Request 840. 01-6236 \$300	<input type="checkbox"/> Zoning Change Request 840. 01-6236 \$300
<input type="checkbox"/> Variance Request 840. 01-6236 \$150	<input type="checkbox"/> Comp. Plan Amendment Request 840. 01-6236 \$300
<input type="checkbox"/> Planned Development District Request 840. 01-6236 \$300	<input type="checkbox"/> Specific Use Permit (SUP) Request 840. 01-6236 \$300

4. Please provide a basic description of the proposed request/project: _____

5. Submit all completed applications and forms to our office located at 200 Sidney Baker Street, Kerrville, Texas 78028 or via email buildings@kerrvilletx.gov. A completed application is due by 10:00 a.m. Friday to be reviewed the following week. If you have any questions please call (830)258-1170.

I hereby certify that I am the owner of the subject property. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the application may be denied and/or the permit or approval may be revoked.

Owner Signature: _____ Date: _____

I hereby certify that I am the duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the application may be denied and/or the permit or approval may be revoked.

Applicant Signature (if different than owner):  Date: 6/27/18



Location Map

Case # 2018-048

Location:
874 & 884 Harper Road

Legend

Subject Properties



0 50 100 200

Scale In Feet



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

SUBJECT: Resolution No. 23-2018 granting a petition requesting the voluntary annexation of an approximate 0.885 acre tract of land, a portion being out of the Jesus Hernandez survey no. 548, Abstract No. 189 and another part being out of M.M. and T.E. RY. Co. Survey no. 1862, abstract no. 1435; said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas; consisting of the property addressed as 874 Farm to Market Road 783 (Harper Road); and ordering the preparation of an annexation ordinance.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Drew Paxton, Executive Director of Development Services

EXHIBITS: Resolution No. 23-2018
Petition, Application, and Map

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

This is a petition requesting annexation for the purposes of tying on to the City of Kerrville water and sewer services. This property, and an adjoining property, have both petitioned for annexation.

RECOMMENDED ACTION:

Approve Resolution No. 23-2018.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 23-2018**

A RESOLUTION GRANTING A PETITION REQUESTING THE VOLUNTARY ANNEXATION OF AN APPROXIMATE 0.885 ACRE TRACT OF LAND, A PORTION BEING OUT OF THE JESUS HERNANDEZ SURVEY NO. 548, ABSTRACT NO. 189 AND ANOTHER PART BEING OUT OF M.K. AND T.E. RY. CO. SURVEY NO. 1862, ABSTRACT NO. 1435; SAID TRACT LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; CONSISTING OF THE PROPERTY ADDRESSED AS 874 FARM TO MARKET ROAD 783 (HARPER ROAD); AND ORDERING THE PREPARATION OF AN ANNEXATION ORDINANCE

WHEREAS, on June 24, 2018, the owner of an approximate 0.885 acre tract of land located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas, the property more commonly known as 874 Farm to Market Road 783 (Harper Road) and more specifically described at **Exhibit A** attached hereto (the "Property"), submitted a written petition to the City requesting the voluntary annexation of this property pursuant to Section 43.028 of the Texas Local Government Code; and

WHEREAS, having considered the petition, City Council finds it to be in the public interest to grant said petition and to initiate the annexation process, which includes the preparation of an ordinance annexing the Property;

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

SECTION ONE. The petition requesting the voluntary annexation of an approximate 0.885 acre tract of land located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas, the Property more commonly known as 874 Farm to Market Road 783 (Harper Road), and more fully described in said petition, a copy of which is attached as **Exhibit A**, is granted.

SECTION TWO. The City Manager is directed to initiate the annexation process under the authority of the City's Charter and Section 43.003 of the Texas Local Government Code and to prepare an ordinance annexing the Property described in the above-referenced petition.

**PASSED AND APPROVED ON this the _____ day of _____, A.D.,
2018.**

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary



Location Map

Case # 2018-048

Location:
874 & 884 Harper Road

Legend

Subject Properties



0 50 100 200

Scale In Feet



#2018-048

Master Application

City of Kerrville - Planning Department

Required Information:

1. Applicant/Owner contact information

Name of Owner: Northpoint Investors LTD. Email: charleyJwhelan@gmail.com

Mailing Address: 1300 Cypress Crk Rd Phone: 830-377-4512
Kerrville TX 78028

Name of Applicant (if different than owner): charleywhelan Email: charleyJwhelan@gmail.com

Mailing Address: Same Phone: Same

2. Subject Property

Project Name: Northpoint Plaza

Street address (approximate): 874 & 884 Harper Rd Kerrville Tx

Tax/Property ID Number: 20-0223059

Legal description of property

Subdivision Name: " See Attached "

Block: _____ Lot: _____

Zoning Districts: _____ Comprehensive Plan Designation: _____

3. Please check all that apply

Transaction Code: 840.01-6236

Annexation (2 copies /2 petitions)

No Fee

Attach completed checklists for all projects

Preliminary Plat (20 copies)

\$300 + \$20/lot or \$10/acre (which ever is greater)

Final Plat (20 copies)

\$150 + \$10/lot

Administrative Appeal

\$150

Preliminary Minor Plat (20 copies)

\$150 + 10/lot

Preliminary Site Plan (20 copies)

No Fee

Final Minor Plat (20 copies)

\$150 + 10/lot

Final Site Plan (20 copies)

No Fee

Replat (20 copies)

\$150 +10/lot

Concept Plan (20 copies)

\$500

Alternative Screening Request
(P&Z Commission)

No Fee

Development Site Plan (20 copies)

\$200

Preliminary Plat (20 copies)

\$300 + \$20/lot or \$10/acre (which ever is greater)

Note: All Plat related fees will be collected once the application is deemed complete. Once the application has been deemed complete and all fees have been paid, the Platting process will begin. (The application completeness review process may take up to a maximum of ten (10) business days).

For plats in the ETJ: (Payment due at the time of final plat, \$200.00 per lot)

Parkland Fee (East) _____
08-6242

Parkland Fee (West) _____
08-6243

Owner's Affidavit Required for: (Must attach to this Master Application Form)

<input type="checkbox"/> Conditional Use Permit (CUP) Request 840. 01-6236 \$300	<input type="checkbox"/> Zoning Change Request 840. 01-6236 \$300
<input type="checkbox"/> Variance Request 840. 01-6236 \$150	<input type="checkbox"/> Comp. Plan Amendment Request 840. 01-6236 \$300
<input type="checkbox"/> Planned Development District Request 840 .01-6236 \$300	<input type="checkbox"/> Specific Use Permit (SUP) Request 840. 01-6236 \$300

4. Please provide a basic description of the proposed request/project: Annexation

5. Submit all completed applications and forms to our office located at 200 Sidney Baker Street, Kerrville, Texas 78028 or via email buildings@kerrvilletx.gov. A completed application is due by 10:00 a.m. Friday to be reviewed the following week. If you have any questions please call (830)258-1170.

I hereby certify that I am the owner of the subject property. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the application may be denied and/or the permit or approval may be revoked.

Northpoint Investors, GP, LLC, General Partner

Owner Signature: Charles J. Whelan, Jr., Manager Date: 6-26-18

I hereby certify that I am the duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the application may be denied and/or the permit or approval may be revoked.

Applicant Signature (if different than owner): _____ Date: _____

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF Kerrville, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.035, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Kerrville, Texas, the following described territory, to wit:

(Here describe the territory covered by the petition by metes and bounds)

"See Attached"

We certify that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, is not more than one-half mile in width [only limited by Local Government Code Section 43.028], and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Charles J. Whelan Jr. Manager

Signed: David Wahrmund Manager

Signed: _____

THE STATE OF TEXAS

COUNTY OF Kerr

BEFORE ME, the undersigned authority, on this day personally appeared Charles J. Whelan, Jr. and David Wahrmund, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26th day of June, 2018.

Connie S. Dixon

Notary Public in and for

Kerr County, Texas.

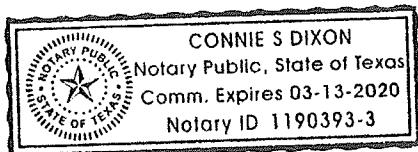


EXHIBIT "A"

I. PROPERTY:

TRACT I:

Being all of a certain tract or parcel of land comprising, approximately, 0.385 acre out of Jesus Hernandez Survey No. 548, Abstract No. 189, and 0.50 acre out of M. K. & T. E. Ry. Co. Survey No. 1862, Abstract No. 1435, in Kerr County, Texas; the same land conveyed to George Gillespie, et al, from C. D. Peterson, et al, by a Warranty Deed with Vendor's Lien executed the 6th day of September, 1983, and recorded in Volume 282 at Page 629 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at an existing 5/8" iron stake for the southeast corner of the herein described tract, the easterly northeast corner of 1.115 acres conveyed to A-1 Storage from Suzerain Development Co., Inc., by a Warranty Deed with Vendor's Lien executed the 27th day of October, 1983, and recorded in Volume 285 at Page 451 of the Deed Records of Kerr County, Texas, in the west right-of-way line of F. M. Highway No. 783; which point bears, approximately, 2650 ft. N. 30° W. and 260.0 ft. S. 05° 25' W. from the south corner of said Survey No. 548;

THENCE, along the east line of said 1.115 acres: N. 75° 55' W., at approximately 149.8 ft. passing the face of a building, then continuing for a total distance of 150.00 ft. to an unmarked point under said building for the southwest corner of the herein described tract, a reentrant corner of said 1.115 acres; and N. 05° 25' E., at approximately 249.8 ft. passing 0.3 ft. west of the northeast corner of said building, then continuing for a total distance of 260.00 ft. to a $\frac{1}{2}$ " iron stake set for the northwest corner of the herein described tract, the northerly northeast corner of said 1.115 acres;

THENCE, S. 75° 55' E. 150.00 ft. to an existing $\frac{1}{2}$ " iron stake for the northeast corner of the herein described tract in the west right-of-way line of said F. M. Highway No. 783;

THENCE, along the west right-of-way line of said F. M. Highway No. 783, S. 05° 25' W. 260.00 ft. to the PLACE OF BEGINNING, containing 0.885 acre of land, more or less, within these metes and bounds; SAVE AND SUBJECT TO a ten

(10) ft. wide easement along and abutting the full length of the west line of the hereinabove described 0.885 acre tract, as reserved in said 1.115 acre deed.

II. EXCEPTIONS:

1. Restrictions in Deed recorded in Volume 270, Page 577, Deed Records of Kerr County, Texas.
2. Taxes for the year 1993 and subsequent years.
3. Easement retained in Deed recorded in Volume 285, Page 451, Deed Records of Kerr County, Texas.
4. Utility Service Lines, Poles and Easements as shown on plat by Don W. Voelkel, Registered Public Surveyor No. 3990, dated September 9, 1987.
5. Overlapping of improvements and encroachments as shown on a plat by Don W. Voelkel, Registered Public Surveyor No. 3990, dated September 9, 1987.
6. Easement dated September 30, 1987, from North Point Shopping Center, Inc., to A-1 Storage, recorded in Volume 445, Page 606, Real Property Records of Kerr County, Texas.

TRACT II:

All easement rights of Grantor on, over, across and under the following property, to-wit:

Being all of a certain tract or parcel of land out of Jesus Hernandez Survey No. 548, Abstract No. 189, in Kerr County, Texas; part of 1.115 acres conveyed to A-1 Storage, a Texas General Partnership, from Suzerain Development Co., Inc., by a Warranty Deed with Vendor's Lien executed the 27th day of October, 1983 and recorded in Volume 285 at Page 451 of the Deed Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron stake in the west right-of-way line of F. M. Highway No. 783 for the northeast corner of the herein described tract, the easterly northeast corner of said 1.115 acres, the southeast corner of 0.885 acre conveyed to George Gillespie, et al, from C. D. Peterson, et al, by a Warranty Deed with Vendor's Lien executed the 6th day of September, 1983, and recorded in Volume 282, at Page

629 of the Deed Records of Kerr County, Texas; which point bears, approximately, 2650 ft. N. 30° W. and 260.0 ft. S. 05° 25' W. from the south corner of said Survey No. 548;

THENCE, along the common line between said 1.115 acres and said 0.885 acre, N. 75° 55' W. 150.00 ft. to the northwest corner of the herein described tract, the southwest corner of said 0.885 acre tract, a re-entrant corner of said 1.115 acres;

THENCE, upon, over and across said 1.115 acres, S. 05° 25' W. 33.80 ft. to the southwest corner of the herein described tract in the south line of said 1.115 acres;

THENCE, along the south line of said 1.115 acres, S. 75° 55' E. 150.00 ft. to a 5/8" iron state for the southeast corner of the herein described tract and said 1.115 acres, in the west right-of-way line of said F. M. Highway No. 783;

THENCE, along the east line of said 1.115 acres, the west right-of-way line of said F. M. Highway No. 783, N. 05° 25' E. 33.80 ft. to the PLACE OF BEGINNING, containing 0.115 acre of land, more or less, within these metes and bounds.

As set forth in Easement from Carl V. Browning, III, Marty Sorell, Emil Karl Prohl and Craig L. Leslie, all individually and d/b/a A-1 Stoarage to North Point Shopping Center, Inc., recorded in Vol. 445, Page 606, Real Property Records of Kerr County, Texas, incorporated herein by reference and made a part hereof for all purposes.

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

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

MAY 24 2002



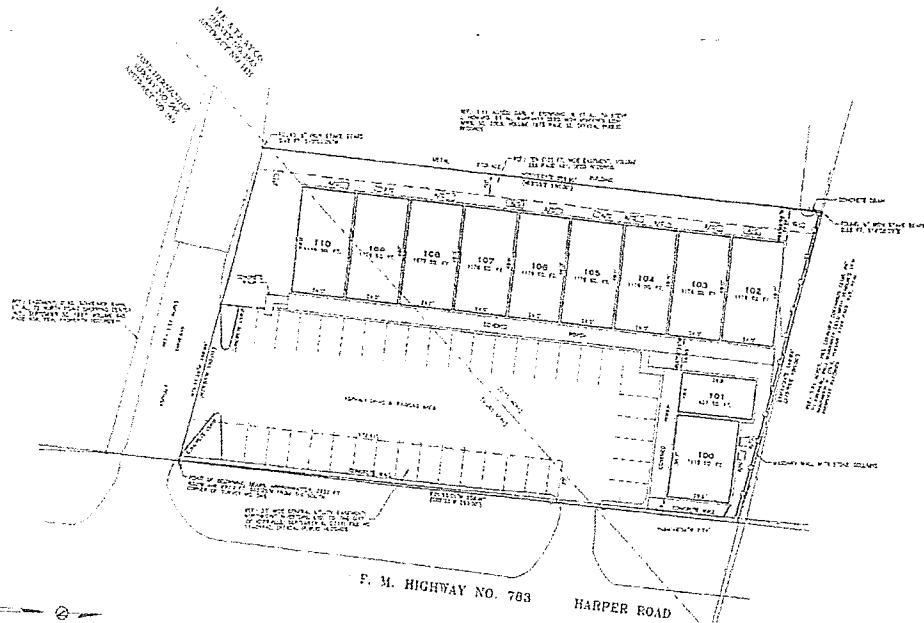
James Peiser
COUNTY CLERK, KERR COUNTY, TEXAS

EXHIBIT "A"
Page 3

RECORD Real Property
VOL 1191 PG 0655
RECORDING DATE



MAY 24 2002
James Peiser
COUNTY CLERK, KERR COUNTY, TEXAS



I sincerely hope that the 2010-2011 school year finds you in the best of health and that you are able to continue to make a difference in the lives of our students. I am looking forward to meeting you all again at the first day of school on August 24, 2010. Please feel free to contact me with any questions or concerns.



VOELKEL
LAND SURVEYING



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

SUBJECT: Resolution No. 25-2018 granting a petition requesting the voluntary annexation of an approximate 59.09 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2 and the J.S. Sayder Survey No. 142, Abstract No. 290, said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City Of Kerrville, Texas; consisting of the property generally located adjacent to State Spur 98 (Thompson Drive) and between its intersections with James Road and Knapp Road; and ordering the preparation of an annexation ordinance.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Drew Paxton, Executive Director of Development Services

EXHIBITS: Resolution No. 25-2018
Application, petition, preliminary plat, and map.

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	L - Land Use	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

This is a petition requesting annexation for the purposes of future development. It is approximately 59 acres of land adjacent to Thompson Drive along the Guadalupe River. This area is within Strategic Catalyst Area 3 for development as established in Kerrville 2050.

RECOMMENDED ACTION:

Approve Resolution No. 25-2018.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 25-2018**

A RESOLUTION GRANTING A PETITION REQUESTING THE VOLUNTARY ANNEXATION OF AN APPROXIMATE 59.09 ACRE TRACT OF LAND OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT NO. 2 AND THE J.S. SAYDER SURVEY NO. 142, ABSTRACT NO. 290, SAID TRACT LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; CONSISTING OF THE PROPERTY GENERALLY LOCATED ADJACENT TO STATE SPUR 98 (THOMPSON DRIVE) AND BETWEEN ITS INTERSECTIONS WITH JAMES ROAD AND KNAPP ROAD; AND ORDERING THE PREPARATION OF AN ANNEXATION ORDINANCE

WHEREAS, on June 6, 2018, the owner of an approximate 59.09 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2 and the J.S. Sayder Survey No. 141, Abstract No. 2, said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas, the property generally located adjacent to State Spur 98 (Thompson Drive) and between its intersections with James Road and Knapp Road (the "Property"), submitted a written petition to the City requesting the voluntary annexation of this property pursuant to Section 43.028 of the Texas Local Government Code; and

WHEREAS, having considered the petition, City Council finds it to be in the public interest to grant said petition and to initiate the annexation process, which includes the preparation of an ordinance annexing the Property;

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

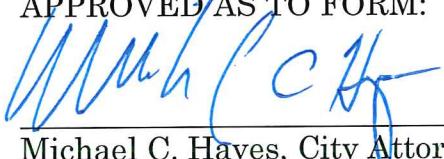
SECTION ONE. The petition requesting the voluntary annexation of an approximate 59.09 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2 and the J.S. Sayder Survey No. 141, Abstract No. 2, said tract located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas, the Property generally located adjacent to State Spur 98 (Thompson Drive) and between its intersections with James Road and Knapp Road, and more fully described in said petition, a copy of which is attached as **Exhibit A**, is granted.

SECTION TWO. The City Manager is directed to initiate the annexation process under the authority of the City's Charter and Section 43.003 of the Texas Local Government Code and to prepare an ordinance annexing the Property described in the above-referenced petition.

PASSED AND APPROVED ON this the _____ day of _____, A.D., 2018.

Bill Blackburn, Mayor

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael C. Hayes".

Michael C. Hayes, City Attorney

ATTEST:

Brenda G. Craig, City Secretary

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY
OF KERRVILLE, TEXAS, ACRES OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT
NO. 2, AND THE J. S. SAYDER SURVEY NO. 142, ABSTRACT NO. 290, KERR COUNTY TEXAS

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

Thompson Drive Partners, L.L.C. is the sole owner of an approximately 59.1 acre tract of land located adjacent to the incorporated limits of the City of Kerrville, which is out of the Survey No. 141, Abstract No. 2, and Survey No. 142, Abstract No. 290, Kerr County, Texas, and is more particularly described as follows:

SEE ATTACHED SURVEY AND METES & BOUNDS DESCRIPTION

In accordance with Texas Local Government Code 543.028, Thompson Drive Partners, L.L.C. hereby respectfully requests and petitions that the above described property be annexed into the incorporated limits of the City of Kerrville, Texas.

SUBMITTED THIS 6th day of June, 2018.

By: _____

G. Granger MacDonald, Authorized Agent

ACKNOWLEDGEMENT

THE STATE OF TEXAS

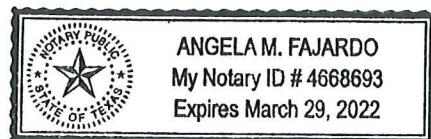
COUNTY OF KERR

This instrument was acknowledged before me on June 5, 2018, by G. Granger MacDonald on behalf of Thompson Drive Partners, L.L.C.

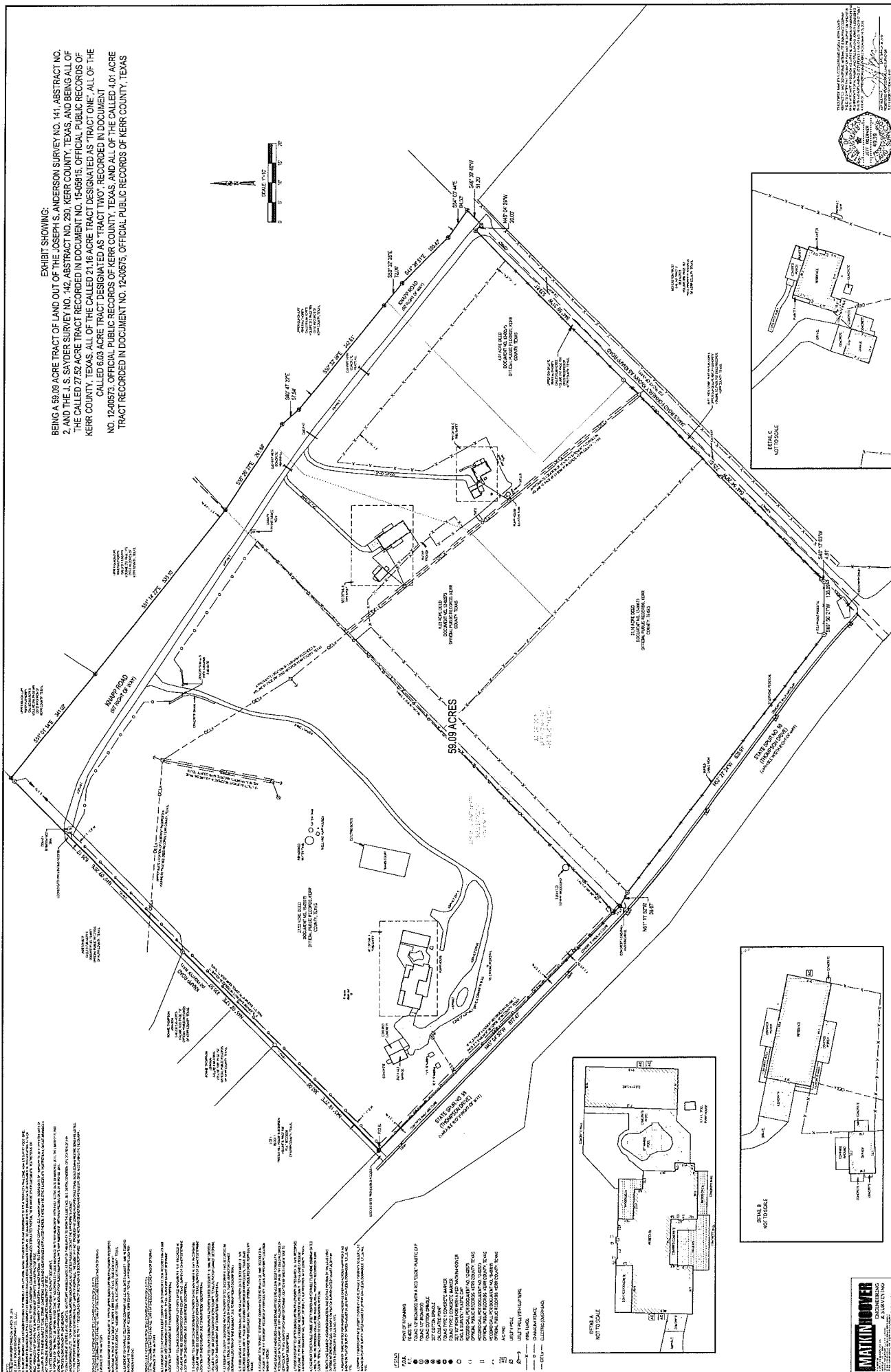
Angela M Fajardo

Notary Public, State of Texas

Printed Name: Angela M Fajardo



BEING A 56.80 ACRE TRACT OF LAND OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT NO. 2, AND THE J. S. SAYERS SURVEY NO. 142, ABSTRACT NO. 280, KERR COUNTY, TEXAS, AND BEING ALL OF THE CALLED 27.52 ACRE TRACT RECORDED IN DOCUMENT NO. 15-085-015, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, ALL OF THE CALLED 21.16 ACRE TRACT DESIGNATED AS TRACT ONE, ALL OF THE CALLED 6.03 ACRE TRACT DESIGNATED AS TRACT TWO, RECORDED IN DOCUMENT NO. 12-048-075, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND ALL OF THE CALLED 10.41 ACRE TRACT RECORDED IN DOCUMENT NO. 12-048-0515, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.



MATKIN HOOVER ENGINEERING & SURVEYING

8 SPENCER ROAD, SUITE 100, BOERNE, TEXAS 78006

PHONE: 830-249-0600 FAX: 830-249-0099

TEXAS REGISTERED SURVEYING FIRM F-10024000

FIELD NOTES FOR A 59.09 ACRE TRACT OF LAND

A 59.09 ACRE TRACT OF LAND OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT NO. 2, AND THE J. S. SAYDER SURVEY NO. 142, ABSTRACT NO. 290, KERR COUNTY, TEXAS, AND BEING ALL OF THE CALLED 27.52 ACRE TRACT RECORDED IN DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, ALL OF THE CALLED 21.16 ACRE TRACT DESIGNATED AS "TRACT ONE", ALL OF THE CALLED 6.03 ACRE TRACT DESIGNATED AS "TRACT TWO", RECORDED IN DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND ALL OF THE CALLED 4.01 ACRE TRACT RECORDED IN DOCUMENT NO. 12-00575, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS. SAID 59.09 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a $\frac{1}{2}$ " iron rod with red plastic cap stamped "Cude" found in the northeast right-of-way line of State Spur No. 98 (Thompson Drive), at the west corner of the herein described tract, the west corner of the called 27.52 acre tract, said point being the south corner of Lot 1, Block 1, Thistle Hill House Subdivision No. 1, recorded in Volume 6, Page 186, Plat Records of Kerr County, Texas, said point also being near the centerline of Knapp Road (called a Public Road);

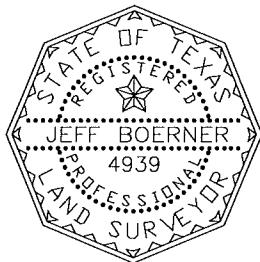
- (1) **Thence, N 45° 18' 27" E**, departing the northeast right-of-way line of State Spur No. 98 (Thompson Drive), along the centerline of Knapp Road, the northwest boundary line of the called 27.52 acre tract, the southeast boundary line of said Lot 1, Block 1, **a distance of 380.06'** to a $\frac{1}{2}$ " iron rod set with red "Matkin Hoover Eng. & Survey" plastic cap for angle at the east corner of Lot 1, Block 1, the south corner of the Bonnie Thompson Johnson called 2.15 acre tract recorded in Volume 1828, Page 797, Official Public Records of Kerr County, Texas;
- (2) **Thence, N 45° 02' 13" E**, along the centerline of Knapp Road, the southeast boundary line of the Bonnie Thompson Johnson called 2.15 acre tract, the northwest boundary line of the called 27.52 acre tract, **a distance of 336.50'** to a $\frac{1}{2}$ " iron rod found for angle at the east corner of the Bonnie Thompson Johnson called 2.15 acre tract, the south corner of the James Built called 7.85 acre tract recorded in Document No. 12-08067, Official Public Records of Kerr County, Texas;
- (3) **Thence, N 45° 09' 28" E**, along the centerline of Knapp Road, the southeast boundary line of the James Built called 7.85 acre tract, the northwest boundary line of the called 27.52 acre tract, at a distance of 431.02' pass the northeast line of Knapp Road, at a distance of 614.79' pass 2.7' southeast of a $\frac{1}{2}$ " iron rod found, **a total distance of 626.10'** to the west corner of a called 0.5 acre tract conveyed to the Upper Guadalupe River Authority (UGRA)

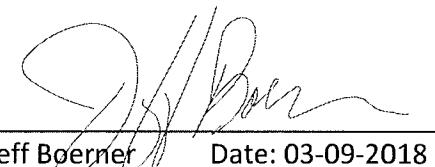
and recorded in Volume 218, Page 849, Deed Records, Kerr County, Texas, said point being near the 1622' contour line of the Guadalupe River (Kerrville Lake);

- (4) **Thence**, along the meanders of the 1622' contour line, the northeast boundary line of the called 27.52 acre tract, the called 6.03 acre tract, the called 21.16 acre tract, and the called 4.01 acre tract, the southwest meander line of the Guadalupe River (Kerrville Lake), the following courses and distances:
- a. **S 51° 01' 14" E, 341.02'** to a point for angle;
 - b. **S 51° 14' 22" E, 535.10'** to a point for angle;
 - c. **S 56° 26' 37" E, 261.88'** to a point for angle;
 - d. **S 40° 47' 22" E, 57.54'** to a point for angle;
 - e. **S 50° 32' 38" E, 342.61'** to a point for angle;
 - f. **S 50° 32' 38" E, 72.99'** to a point for angle;
 - g. **S 44° 36' 51" E, 165.42'** to a point for angle;
 - h. **S 54° 03' 44" E, 84.53'** to a point for corner at the east corner of the called 4.01 acre tract;
- (5) **Thence, S 46° 39' 46" W**, along the southeast boundary line of the called 4.01 acre tract, **a distance of 51.20'** to a cotton spindle set for corner in the centerline of Knapp Road at the east corner of a 20' wide strip (portion of James Road) which is part of a called 5.98 acre tract recorded in Volume 212, Page 558, Deed Records of Kerr County, Texas;
- (6) **Thence, N 45° 04' 29" W**, along a southwest boundary line of the called 4.01 acre tract, the centerline of Knapp Road, the northeast line of the 20' wide strip (portion of James Road), **a distance of 20.00'** to a cotton spindle found for interior corner at an interior corner of the called 4.01 acre tract and at the north corner of the 20' wide strip (portion of James Road), in the northwest line of James Road;
- (7) **Thence, S 44° 55' 31" W**, along the northwest line of the 20' wide strip (portion of James Road), the northwest line of James Road, the southeast boundary line of the called 4.01 acre tract, **a distance of 539.81'** to a ½" iron rod found for angle at the south corner of the called 4.01 acre tract, the east corner of the called 21.16 acre tract;
- (8) **Thence**, continuing along the northwest line of the 20' wide strip (portion of James Road), the northwest line of James Road, the southeast boundary line of the called 21.16 acre tract, the following courses and distances:

- a. **S 44° 54' 29" W, 725.61'** to a Texas Department of Transportation (TxDot) Type 1 concrete marker found for angle;
 - b. **S 46° 17' 03" W, 4.81'** to a $\frac{1}{2}$ " iron rod found for angle at the east end of a cutback line at the intersection of the northwest line of the 20' wide strip (portion of James Road), the northwest line of James Road, with the northeast right-of-way line of State Spur No. 98;
- (9) **Thence, S 89° 56' 21" W, along said cutback line, a distance of 135.09'** to a $\frac{1}{2}$ " iron rod found for angle;
- (10) **Thence, along the northeast right-of-way line of State Spur No. 98, the following courses and distances:**
- a. **N 52° 27' 24" W, 828.91'** to a $\frac{1}{2}$ " iron rod found for angle;
 - b. **N 61° 11' 52" W, 38.67'** to a TxDot Type 2 concrete marker found for angle;
 - c. **N 45° 04' 50" W, at 21.53'** pass the surveyed south corner of the called 27.52 acre tract, a **total distance of 877.47'** to the **POINT OF BEGINNING** and containing **59.09 acres** of land, more or less.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document.




 Jeff Boerner Date: 03-09-2018
 RPLS #4939
 Job #15-4148 59.09 ACRES

1) DEED WORK PERFORMED ON MARCH 09, 2018
 2) CLIENT: DODDO DEVELOPMENT CO., LLC.
 3) ADDRESS: KNAPP ROAD
 4) THIS SURVEY WAS MADE AND THIS PLAN WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAUS, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, US SURVEY FOOT, GSD.
 5) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, C.F. NUMBER 201575, ISSUED DATE OF NOVEMBER 16, 2015, EFFECTIVE DATE OF NOVEMBER 16, 2015.
 6) THIS SURVEY IS NOT A SURVEY FOR THE PURPOSE OF COMPLETING AN ABSTRACT OF TITLE.
 7) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY ALLEN NATIONAL TITLE INSURANCE COMPANY, C.F. NUMBER 201586, ISSUED DATE OF FEBRUARY 14, 2015, EFFECTIVE DATE OF JANUARY 15, 2015.
 8) THIS SURVEY IS NOT A SURVEY FOR THE PURPOSE OF COMPLETING AN ABSTRACT OF TITLE.
 9) A METRIC AND BANCS DESCRIPTION WAS PREPARED AS A SPARE DOCUMENT.
 10) APPROXIMATE UTILITIES AND EASEMENTS ARE LOCATED ON THIS SURVEY BASED ON COCO INSURANCE RATE MAP 40205204, WITH AN EFFECTIVE DATE OF MARCH 01, 2011. THE LINES OF FLOOD ZONE "S" SHOWN HEREON ARE APPROXIMATE AND SCALLED FROM FLOOD INSURANCE RATE MAP 40205204, WITH AN EFFECTIVE DATE OF MARCH 01, 2011.
 11) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT WAS MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENT.
 12) THE SURVEYOR IS NOT RESPONSIBLE FOR THE LOCATION OF ANY UNDERGROUND UTILITIES. NO INDICATIONS OF UNDERGROUND UTILITIES WERE OBSERVED ON LETTERS, SO NO ZONING RESTRICTIONS ARE LISTED.
 13) CLIENT DID NOT INDICATE THAT A FIELD DELINATION OF UTILITIES HAD BEEN PERFORMED, AND NO WELL OR CULVERT MARKERS WERE OBSERVED DURING THE FIELDWORK.

SCHEDULE B EXCUSIONS FROM TITLE COMMITMENT WITH GF # 201575:
 10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OBLIGATING EVIDENCE OF THE MATTERS.

4) FLOOD EASEMENT DATED AUGUST 1, 1970 TO UPPER GUADUPE RIVER AUTHORITY RECORDED IN VOLUME 12, PAGE 120, DEED RECORDS, KERR COUNTY, TEXAS, (APPROXIMATE LOCATION SHOWN HEREON)

5) EASEMENT TO KERRVILLE TELEPHONE COMPANY AS OF C.R.A. DATED AUGUST 1, 1980, RECORDED IN VOLUME 12, PAGE 99, DEED RECORDS, KERR COUNTY, TEXAS (APPROXIMATE LOCATION SHOWN HEREON)

SCHEDULE B EXCUSIONS FROM TITLE COMMITMENT WITH GF # 201576:
 10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OBLIGATING EVIDENCE OF THE MATTERS.

3) BASEMENT TO TEXAS POWER & LIGHT COMPANY, DATED MARCH 13, 1930, RECORDED IN VOLUME 96, PAGE 248, DEED RECORDS OF KERR COUNTY, TEXAS. SURVEYOR CANNOT DETERMINE LOCATION OF SAD EASEMENT DUE TO INSPICIENT DESCRIPTION.

4) EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED NOVEMBER 12, 1941, RECORDED IN VOLUME 68, PAGE 104, DEED RECORDS OF KERR COUNTY, TEXAS. SURVEYOR CANNOT DETERMINE LOCATION OF SAD EASEMENT DUE TO INSPICIENT DESCRIPTION.

5) EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED DECEMBER 18, 1941, RECORDED IN VOLUME 41, PAGE 91, DEED RECORDS OF KERR COUNTY, TEXAS. SURVEYOR CANNOT DETERMINE LOCATION OF SAD EASEMENT DUE TO INSPICIENT DESCRIPTION.

6) EASEMENT TO LOWER COLORADO RIVER AUTHORITY DATED DECEMBER 8, 1947, RECORDED IN VOLUME 41, PAGE 46, DEED RECORDS OF KERR COUNTY, TEXAS. SURVEYOR CANNOT DETERMINE LOCATION OF SAD EASEMENT DUE TO INSPICIENT DESCRIPTION.

7) FLOOD EASEMENT TO UPPER GUADUPE RIVER AUTHORITY DATED DECEMBER 12, 1948, RECORDED IN VOLUME 12, PAGE 49, DEED RECORDS OF KERR COUNTY, TEXAS (AND EASEMENT ABANDONED PER DOCUMENT NO. 16-02026, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS)

8) EASEMENT TO KERRVILLE TELEPHONE COMPANY DATED FEBRUARY 12, 1960, RECORDED IN VOLUME 11, PAGE 117, DEED RECORDS OF KERR COUNTY, TEXAS (APPROXIMATE LOCATION SHOWN HEREON)

9) FLOOD EASEMENT TO ROBERT E. WOODWARD DATED FEBRUARY 17, 1977, RECORDED IN VOLUME 14, PAGE 191, DEED RECORDS OF KERR COUNTY, TEXAS (AND EASEMENT ABANDONED DUE TO INSPICIENT DESCRIPTION).

10) FLOOD EASEMENT TO UPPER GUADUPE RIVER AUTHORITY DATED MARCH 24, 1978, RECORDED IN VOLUME 11, PAGE 600, DEED RECORDS OF KERR COUNTY, TEXAS (AND EASEMENT ABANDONED PER DOCUMENT NO. 16-02026, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS)

11) EASEMENT TO KERRVILLE TELEPHONE COMPANY DATED APRIL 18, 1981, RECORDED IN VOLUME 591, PAGE 46, DEED RECORDS OF KERR COUNTY, TEXAS (APPROXIMATE LOCATION SHOWN HEREON)

12) RIGHTS AND CLAIMS OF ADJOINING OWNERS IN AND TO THAT PORTION OF THE LAND LYING OUTSIDE INTERNAL FENCE LINE, AS SHOWN ON PLAT OF SURVEY DATED AUGUST 24, 2015 BY CHARLES S. DOMINGUEZ, R.P.L.S. NO. 1713.

13) RIGHTS OF THIRD PARTIES FOR INGRESS AND EGRESS OVER AND ACROSS KNAPP ROAD, AS SHOWN ON PLAT OF SURVEY DATED AUGUST 24, 2015 BY CHARLES S. DOMINGUEZ, R.P.L.S. NO. 1713.

14) DRIVEWAY ENCROACHES INTO UTILITY EASEMENT AND FLOWLINE EASEMENTS TO U.G.R.A. AS SHOWN ON PLAT OF SURVEY DATED AUGUST 24, 2015 BY CHARLES S. DOMINGUEZ, R.P.L.S. NO. 1713.

15) POINTS OF BEGINNING

16) FENCE TIE

17) FOUND 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

18) FOUND 1/2" IRON ROD

19) FOUND COTTON SPINDE

20) SET COTTON SPINDE

21) CALCULATED POINT

22) FOUND TYPE 1 CONCRETE MARKER

23) FOUND TYPE 2 CONCRETE MARKER

24) SET 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

25) RECORD CALL PER DOCUMENT NO. 12-020575, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

26) RECORD CALL PER DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

27) RECORD CALL PER DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

28) A/C PAD

29) UTILITY POLE

30) UTILITY POLE WITH GUY WIRE

31) WIRE FENCE

32) CHAIN-LINK FENCE

33) OELX — ELECTRIC (OVERHEAD)

34) POINT OF BEGINNING

35) FENCE TIE

36) FOUND 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

37) FOUND 1/2" IRON ROD

38) FOUND COTTON SPINDE

39) SET COTTON SPINDE

40) CALCULATED POINT

41) FOUND TYPE 1 CONCRETE MARKER

42) FOUND TYPE 2 CONCRETE MARKER

43) SET 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

44) RECORD CALL PER DOCUMENT NO. 12-020575, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

45) RECORD CALL PER DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

46) RECORD CALL PER DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

47) A/C PAD

48) UTILITY POLE

49) UTILITY POLE WITH GUY WIRE

50) WIRE FENCE

51) CHAIN-LINK FENCE

52) OELX — ELECTRIC (OVERHEAD)

53) POINT OF BEGINNING

54) FENCE TIE

55) FOUND 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

56) FOUND 1/2" IRON ROD

57) FOUND COTTON SPINDE

58) SET COTTON SPINDE

59) CALCULATED POINT

60) FOUND TYPE 1 CONCRETE MARKER

61) FOUND TYPE 2 CONCRETE MARKER

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64) RECORD CALL PER DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

65) RECORD CALL PER DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

66) A/C PAD

67) UTILITY POLE

68) UTILITY POLE WITH GUY WIRE

69) WIRE FENCE

70) CHAIN-LINK FENCE

71) OELX — ELECTRIC (OVERHEAD)

72) POINT OF BEGINNING

73) FENCE TIE

74) FOUND 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

75) FOUND 1/2" IRON ROD

76) FOUND COTTON SPINDE

77) SET COTTON SPINDE

78) CALCULATED POINT

79) FOUND TYPE 1 CONCRETE MARKER

80) FOUND TYPE 2 CONCRETE MARKER

81) SET 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

82) RECORD CALL PER DOCUMENT NO. 12-020575, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

83) RECORD CALL PER DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

84) RECORD CALL PER DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

85) A/C PAD

86) UTILITY POLE

87) UTILITY POLE WITH GUY WIRE

88) WIRE FENCE

89) CHAIN-LINK FENCE

90) OELX — ELECTRIC (OVERHEAD)

91) POINT OF BEGINNING

92) FENCE TIE

93) FOUND 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

94) FOUND 1/2" IRON ROD

95) FOUND COTTON SPINDE

96) SET COTTON SPINDE

97) CALCULATED POINT

98) FOUND TYPE 1 CONCRETE MARKER

99) FOUND TYPE 2 CONCRETE MARKER

100) SET 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

101) RECORD CALL PER DOCUMENT NO. 12-020575, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

102) RECORD CALL PER DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

103) RECORD CALL PER DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

104) A/C PAD

105) UTILITY POLE

106) UTILITY POLE WITH GUY WIRE

107) WIRE FENCE

108) CHAIN-LINK FENCE

109) OELX — ELECTRIC (OVERHEAD)

110) POINT OF BEGINNING

111) FENCE TIE

112) FOUND 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

113) FOUND 1/2" IRON ROD

114) FOUND COTTON SPINDE

115) SET COTTON SPINDE

116) CALCULATED POINT

117) FOUND TYPE 1 CONCRETE MARKER

118) FOUND TYPE 2 CONCRETE MARKER

119) SET 1/2" IRON ROD WITH A RED "CUBE" PLASTIC CAP

120) RECORD CALL PER DOCUMENT NO. 12-020575, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

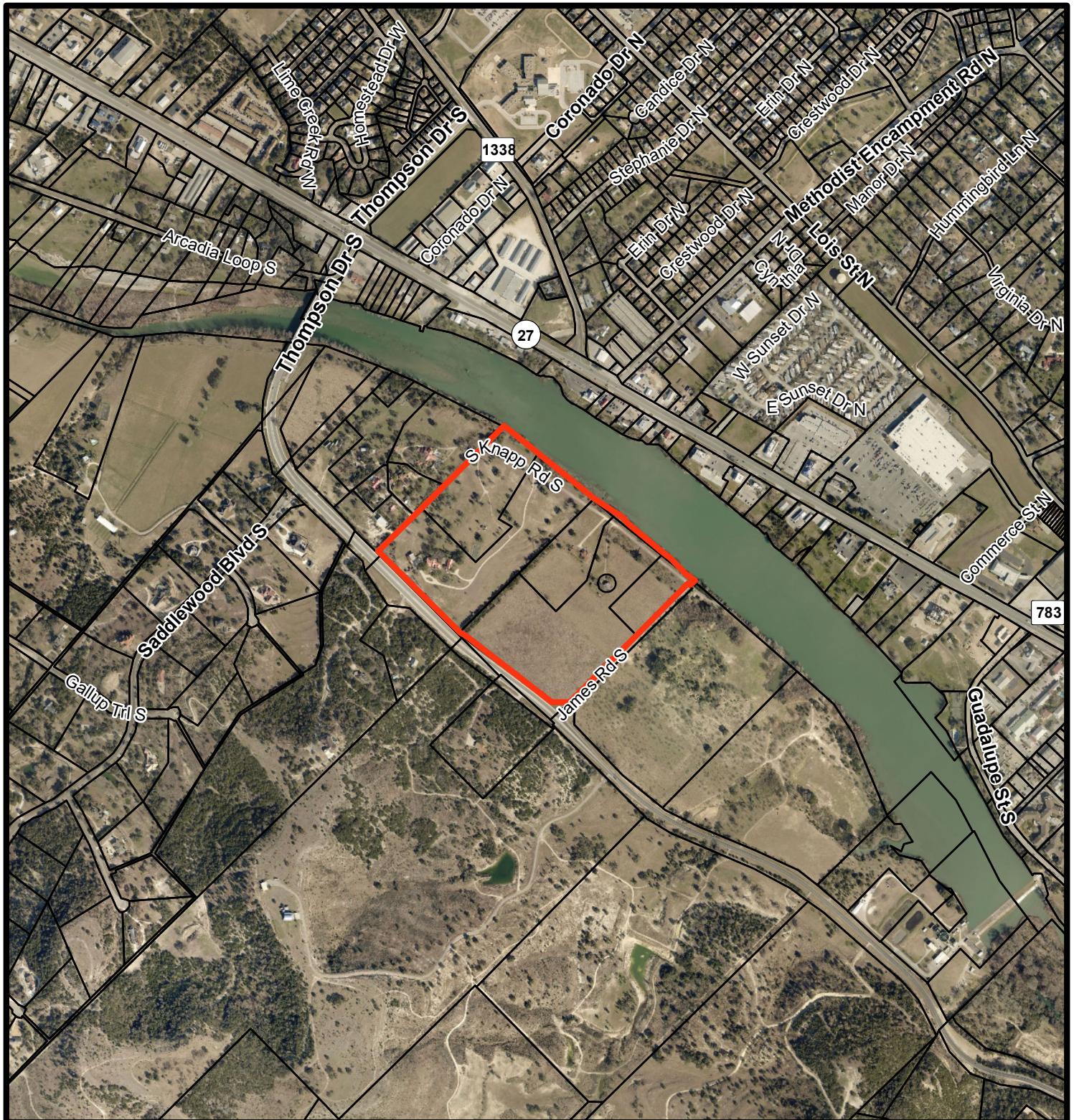
121) RECORD CALL PER DOCUMENT NO. 12-00573, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

122) RECORD CALL PER DOCUMENT NO. 15-05815, OFFICIAL PUBLIC RECORDS, KERR COUNTY, TEXAS

123) A/C PAD

124) UTILITY POLE

125



Location Map

Case # 2018-018

Location:

1425, 1429, 1515

S Knapp Rd

Legend

Subject Properties



0 250 500 1,000

Scale In Feet

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.



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

SUBJECT: Economic Development Grant Agreement between the City of Kerrville, Texas Economic Improvement Corporation and HL Kerr, LLC in an amount not to exceed \$375,000 to assist with site preparation and redevelopment of the Northeast corner of Loop 534 and State Highway 16.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 6/30/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS: Economic Development Grant Agreement

Expenditure Required: \$375,000	Current Balance in Account: \$1,500,000	Amount Budgeted: \$1,500,000	Account Number: EIC Economic Development Set Aside Fund 75-7500-4355
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PAYMENT TO BE MADE TO: **Collett Properties/HL Kerr LLC**

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	E - Economic Development	
Guiding Principle	E11 - Promote new retail development while considering its impacts on existing business	
Action Item	N/A	

SUMMARY STATEMENT:

Collett Properties, Inc./HL Kerr, LLC intends to demolish the existing Econolodge Hotel/Motel facility at the intersection of Loop 534 and Hwy 16, acquire two adjacent properties, and redevelop the overall site into an approximate 55,000 square foot big-box retail store in addition to a restaurant pad site. The EIC Funding Agreement will support the proposed redevelopment site on Sidney Baker Street N. in the City of Kerrville in conjunction with the goals of the Kerrville 2050 Comprehensive Plan. The \$375,000 in EIC funding has been requested to assist with the demolition, removal, land remediation and utility extensions associated with the existing business and enhance the aesthetic appeal of the Loop 534/HWY 16 intersection through architectural, monument sign, and landscaping improvements for the new site.

The EIC originally reviewed the Collett funding application at their April 16th regular meeting. After further negotiation in April and May, the EIC directed staff to draft an Economic Development Grant Agreement and set a Public Hearing date for June 18th, 2018, where the Agreement was approved.

RECOMMENDED ACTION:

Approve the Economic Development Grant Agreement.

ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN HL KERR, LLC AND
THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT
CORPORATION

This Economic Development Grant Agreement ("Agreement") is entered into as of the Effective Date by and between **HL KERR, LLC**, a Texas limited liability company ("HLK"), acting herein by and through its duly authorized Manager; and, the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** ("EIC"), a Type B Economic Development Corporation established pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code, as amended (*i.e.*, the Development Corporation Act and hereafter referred to as "the Act"), acting by and through its duly authorized President. HLK and EIC are sometimes collectively referred to herein as "Parties" and individually as "Party".

WITNESSETH:

WHEREAS, pursuant to the Act, EIC is authorized to provide funding relating to the construction of projects which EIC finds to be encompassed within the definition of "Projects", as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, the EIC was formed to administer sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects including:

Expenditures that are found by the EIC to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to, streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements as provided by Section 501.103 of the Act; and

WHEREAS, HLK is a property developer, which has contracted to buy property located within Kerrville and has plans to completely redevelop the site; and

WHEREAS, the property includes aging hotel buildings, and HLK, by combining the hotel property and adjacent vacant parcels that it has contracted to purchase, plans to demolish the existing improvements and redevelop the site for retail, to include a national retailer and a national restaurant; and

WHEREAS, HLK anticipates that the new retail development, to include 55,000 square feet of retail space and approximately 3,200 square feet of restaurant space, will lead to the hiring of 50 new employees, more or less, and generate up to \$10 million in combined sales; and

WHEREAS, HLK has applied for a grant from EIC for funding necessary to demolish the improvements and make other site improvements, including relocating and/or extending water and sanitary sewer utilities and extending the storm sewer, all of which is necessary to ready the property for new business enterprises; and

WHEREAS, EIC has determined that such a grant complies with the Act and is in keeping with the mission of EIC and *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures* in that it will redevelop property located at one of the primary entrance corridors to Kerrville and following such redevelopment, will promote or develop new or expanded business enterprises; and

WHEREAS, the EIC finds that it will be in the public interest to enter into an agreement with HLK to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to HLK to contribute toward costs necessary for the redevelopment of the property; and

WHEREAS, on June 18, 2018, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, EIC held a public hearing pursuant to Section 505.159 of the Act related to the proposed expenditure of 4B Revenues for the purposes provided above;

NOW THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, HLK and the EIC agree as follows:

ARTICLE I. **EIC'S OBLIGATIONS**

- A. EIC hereby grants to HLK up to Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00) ("Grant") for costs relating to demolition of improvements and other site improvements necessary to ready the property located at 2105 Sidney Baker, Kerrville, Texas 78028 (Holiday Inn Lot 1-A, 4.4 acres) and two (2) adjacent lots (Holiday Inn Lots 1-B (0.3 acre) and 1-C (0.9 acre)), said lots collectively referred to herein as the "Property", for business enterprises ("Project"). The Project consists of the demolition of improvements and infrastructure on the Property and other site improvements, with the specific work involved and the estimated cost of such work shown on **Exhibit A**, as attached.
- B. Subject to the terms and conditions set forth in Article II, EIC will administer and provide the Grant to HLK on a reimbursable basis such that prior to any payment(s) from EIC, HLK must first submit written evidence of costs, such as invoices, receipts, and bills of sale for review and approval. Within thirty (30) days following the submission of said materials by HLK, (i) EIC shall have the right to verify the completion of work for the Project, which may include on-site inspections to confirm completed and ongoing work on the Property,

and (ii) EIC shall reimburse HLK for the cost. EIC will not make an initial reimbursement until such time that the existing buildings on the Property are demolished and removed.

- C. Payments made by EIC to HLK from 4B Revenues shall be limited to the payments of "costs" as defined by the Act and as specified above for the Project.
- D. In no event shall the total amount of the Grant exceed Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00).

ARTICLE II. HLK'S OBLIGATIONS

- A. HLK shall acquire the Property to redevelop the Property for its purposes. HLK will then demolish the existing buildings, including the removal of same and any required environmental remediation in accordance with law. Thereafter, HLK will replat the Property in accordance with the Subdivision Code of the City of Kerrville, as may be amended. Notwithstanding the foregoing, in the event HLK fails to acquire the Property on or before October 1, 2018, either party shall have the right to terminate this Agreement upon written notice to the other whereupon the parties hereto shall have no further rights or obligations hereunder.
- B. HLK agrees to complete the Project on or before August, 1 2021. Failure to complete the Project by this date will terminate the obligation of EIC to make any additional payments of the Grant.
- C. HLK shall contract with a national retailer to construct an approximate 55,000 square foot retail store and operate a retail business on the Property that, when combined with the outparcel restaurant, is anticipated to ultimately employ 50 employees and generate in excess of \$10,000,000 of annual retail sales, all of which will be subject to applicable local sales tax. HLK shall ensure that the main retail building on the Property captures a "Hill Country" themed building, including limestone accents, and is constructed in accordance with the elevations attached as **Exhibit B**. In addition, landscaping on the Property will consist of water wise plants in accordance with the preliminary landscaping plan attached as **Exhibit C**. Such landscaping will thereafter be maintained in a healthy condition. HLK, where possible, shall contract with local Kerr County firms for all subcontracts, material supply, and financial services for the Project and development of the Property.
- D. HLK shall install one, multi-tenant monument sign as depicted on **Exhibit D**, said signage to consist of the entirety of free-standing signage that HLK will be authorized to install on the Property.

- E. HLK shall keep and maintain complete and accurate records relating to its costs concerning the demolition of the improvements and other site improvements on the Property, for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice. HLK's failure to comply with this provision constitutes a breach of the Agreement.
- F. Following the initial payment from EIC to HLK, HLK shall make written quarterly reports to EIC, or before the last day of the calendar quarter. Said reports, at a minimum, shall include information on the status of the Project and the completion date. Such quarterly reports shall no longer be required of HLK after the opening of the 55,000 square foot retail store on the Property.
- G. HLK shall comply with all applicable development regulations of the City, to include building codes, subdivision regulations, and zoning, in its completion of the Project and additional development on the Property. HLK's failure to comply with this provision constitutes a breach of this Agreement.

ARTICLE III. **SALE OF PROJECT, MERGER OR CONSOLIDATION OF HLK**

- A. A sale of all or any of the assets of HLK shall not release HLK from its duties and responsibilities to EIC under the terms of this Agreement and shall not result in the assignment of this Agreement by such acquiring entity without prior written consent from EIC, which will not be unreasonably withheld; provided, that HLK's proposed successor shall have the financial condition to fully satisfy HLK's duties and responsibilities hereunder and agrees to assume HLK's responsibilities under this Agreement. EIC may, in its sole discretion, reasonably determine whether such proposed successor's financial condition is satisfactory. Upon fulfillment of the obligations set forth in Article II above, HLK shall be released from any liability accruing under this Agreement, and upon EIC's payment of the full Grant hereunder, EIC shall be released from any liability accruing under this Agreement.
- B. In the event of any proposed merger or other consolidation of HLK with any third party not affiliated with HLK, HLK shall at least thirty (30) days prior to any such merger or consolidation provide EIC with information and assurance reasonably acceptable to EIC regarding: (1) the surviving entity's assumption and satisfaction of the HLK's obligations hereunder and (2) the financial condition of the surviving entity upon such merger or other consolidation to demonstrate that the surviving entity shall have the financial condition to fully satisfy HLK's duties and responsibilities hereunder. Failure to provide such information constitutes a breach of this Agreement.

- C. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that EIC shall have no rights to approve or disapprove any sale or merger transaction of any kind involving HLK. In the event of any sale or merger involving HLK or its affiliates, the surviving entity shall assume HLK's obligations and rights hereunder and be entitled to any and all benefits to be received pursuant to this Agreement.

ARTICLE IV. HLK'S REPRESENTATIONS AND WARRANTIES

- A. HLK represents and warrants as of the date hereof:
- (1) HLK is an existing Texas limited liability company in good standing in the State of Texas;
 - (2) Execution of this Agreement has been duly authorized by HLK and this Agreement is not in contravention of HLK's corporate charter, or any agreement or instrument to which HLK is a party or by which it may be bound as of the date hereof;
 - (3) No litigation or governmental proceeding is pending, or, to the knowledge of HLK Officer, threatened against or affecting HLK, which may result in a material adverse change in HLK's business, properties, or operations sufficient to jeopardize HLK's legal existence or for-profit viability; and
 - (4) No written application, written statement, or correspondence submitted by HLK to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of HLK Officer, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.
- B. Except as expressly set forth in this Article IV, HLK makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V. EIC'S REPRESENTATIONS AND WARRANTIES

- A. EIC represents and warrants as of the date hereof:
- (1) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

- (2) Execution of this Agreement has been duly authorized by EIC;
 - (3) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement; and
 - (4) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement.
- B. Except as expressly set forth in this Article V, EIC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE VI.
CONDITIONS UNDER WHICH EIC MAY SUSPEND PERFORMANCE
OF ITS OBLIGATIONS UNDER THIS AGREEMENT

Under any of the following conditions EIC may, at its option, after fifteen (15) days written notice to HLK, suspend its further performance under this Agreement until such time as HLK shall have cured the condition(s) and so notified EIC, in writing, that the condition(s) have been cured:

- A. HLK becomes insolvent. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- B. The appointment of a receiver of HLK, or of all or any substantial part of the Property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- C. The adjudication of HLK as bankrupt.
- D. The filing by HLK of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

Should any of these conditions not be cured by HLK within ninety (90) days, HLK will be considered to have breached this Agreement and EIC may, at its option, with written notice to HLK, terminate this Agreement and HLK shall be obligated to refund the EIC the appropriate amount specified in Article II. G.

ARTICLE VII. REMEDIES

- A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party hereto, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act. This provision and specifically the notice and time to cure shall not apply to the obligation of HLK found within Article II.B.
- B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that in no event shall HLK be entitled to recover any amounts in excess of the Grant contracted for under this Agreement, and in no event shall EIC be entitled to recover any amounts in excess of the portion of the Grant previously funded by EIC to HLK.
- C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VIII. GENERAL PROVISIONS

- A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a

provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- B. Amendment. This Agreement may be amended only by written amendment signed by both parties.
- C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue shall lie in Kerr County, Texas; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.
- D. Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For EIC
President
City of Kerrville, Texas, Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

With a copy to:
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

For HLK
Michael E. Robbe
Manager
HL Kerr, LLC
1111 Metropolitan Ave., Ste. 700
Charlotte, North Carolina 28204
Mailing: P.O. Box 36799
Charlotte, North Carolina 28236-6799

Facsimile: (704) 335-8654
Email: mrobbe@collettre.com

With a copy to:

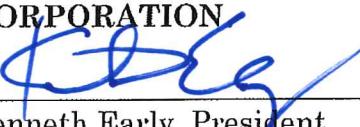
Terry Landry, Esq.
Cherry Petersen Landry Albert LLP
8350 N. Central Expy., Suite 1500
Dallas, Texas 75206
Email: tlandry@cplalaw.com

- E. **Assignment.** This Agreement is binding upon the parties hereto and their successors and assigns. Except as set forth in Article III, this Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. HLK may, without written consent of EIC, assign this Agreement to any entity controlled and 100% owned by HLK or by the parent, subsidiary, or affiliate of HLK provided the entity assumes all of HLK's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of HLK and HLK provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.
- F. **Parties In Interest.** Nothing in this Agreement shall entitle any party other than HLK or EIC to any claim, cause of action, remedy or right of any kind except as expressly provided in Article IV.
- G. **Term.** Subject to approval by the City Council and if applicable, compliance with Section 505.160 of the Act, the term of this Agreement (the "Term") commences on August 1, 2018 (the "Effective Date"), and terminates on the earlier of (i) August 1, 2021; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Articles VI or VII; (iv) upon HLK's satisfaction of all obligations in Article 2 and EIC's satisfaction of all obligations in Article 1, (v) at HLK's sole and absolute discretion, upon HLK's return of all Grant funding to EIC that it has received under this Agreement; or (vi) upon HLK's repayment of all monies that are demanded by EIC and are in fact required to be repaid by HLK under Article III. Upon termination of this Agreement as specified herein, all rights, duties, and obligations of any kind under this Agreement will automatically expire and terminate and be of no other force and effect.

- H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.
- J. Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination shall survive termination.
- K. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.
- L. Employment of Undocumented Workers. During the term of this Agreement, HLK agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), HLK shall repay the Grants and any other funds received by HLK from EIC as of the date of such violation within one hundred twenty (120) days after the date HLK is notified by EIC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. HLK is not liable for a violation of this section in relation to any workers employed by a subsidiary, Affiliate, contractor, subcontractor, or franchisee of HLK or any other Person other than HLK.

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board; and by HLK Properties, Inc., acting through its duly authorized official.

**CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT
CORPORATION**


Kenneth Early, President

**HL KERR, LLC, A TEXAS LIMITED
LIABILITY COMPANY**


Michael E. Robbe, Manager

ATTEST:


Cheryl Brown, Recording Secretary

APPROVED AS TO FORM:

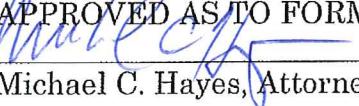

Michael C. Hayes, Attorney for EIC

EXHIBIT A

ESTIMATED REIMBURSABLE PROJECT COSTS

Kerrville, Texas - HL Kerr, LLC

SUMMARY OF REIMBURSABLE SITE/SOFT COSTS

Date 06/15/2018

QUALIFIED SITE HARD COSTS

General Site Work

Demolition of Hotel Improvements	257,000
Public Utilities: Extension of 8" Water Line	37,875
Public Utilities: Partial Relocation/Extension of 6" Sanitary Sewer Line Following Demolition	7,437
Public Utilities: Extension of Storm Sewer (15-30") Lines	25,106
Public Utilities: Installation of Storm Sewer Headwall (2)	5,000
Public Utilities: Extension of Public 2" Gas Line	71,250
TXDOT Access Drive Improvements Near Box Culvert	5,000
Asbestos Removal (Estimated)	35,000

SUB-TOTAL QUALIFIED SITE HARD COSTS

443,668

QUALIFIED SITE SOFT COSTS

Architectural & Engineering

Engineering Costs Associated with Demolition and Site Planning	22,500
Estimated City Permit Applications For Demolition and Site Work/Utility Connection and Meter Fees	7,500

Geotechnical, Environmental, Construction Testing

Soils Test/Geotech/Construction Testing Following Demolition	22,500
Environmental/Asbestos Survey	10,000

Financing

Construction Interest on Qualified Costs	15,000
--	--------

SUB-TOTAL QUALIFIED SITE SOFT COSTS

60,000

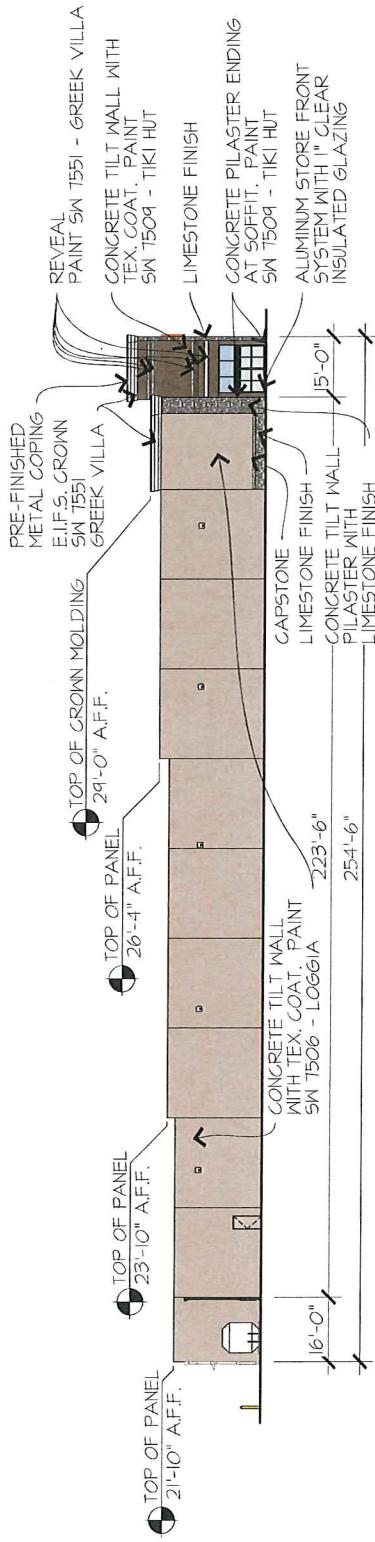
TOTAL QUALIFIED SITE COSTS

503,668

EXHIBIT B
ANCHOR STORE ELEVATIONS



PROPOSED FRONT ELEVATION



PROPOSED SIDE ELEVATION

HOBBY JOB

Design and Development
7707 S.W. 44th St. Oklahoma City, OK 73179
Kerrville, TX
Date: 6-15-2018
Scale: 1" = 320' 0"

EXHIBIT C

PRELIMINARY LANDSCAPING PLAN



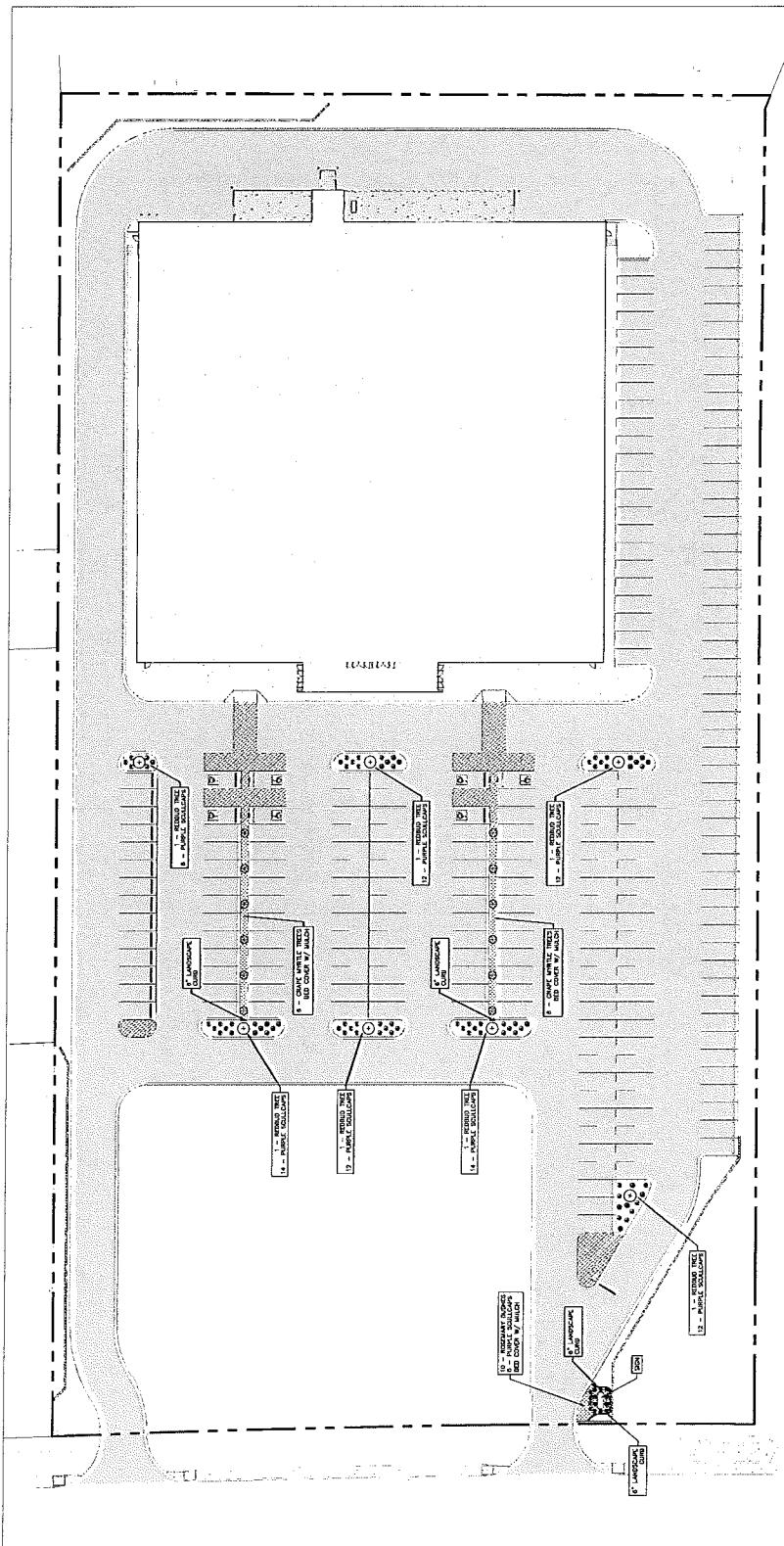
WELLBORN
LANDSCAPE ARCHITECTURE

211 Cedar Valley
Fredericksburg, TX 78624
Phone: 812-998-3999
Texas Registration No. F-7761
wellbornlandscaping.com

This document is
released for your
information only and
is not to be used for
any permit, or construction
purposes. It is the
responsibility of the
Landscaping Architect
to provide the correct
information for your
project.

Hobby Lobby Retail Center
for
Landscaping Plan
2105 Shiner Beeke
Kerrville, Texas

01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
01	02	03	04	05	06	07	08	09	00	01	02	03	04	05	06	07	08	09	00	01	02	03	04	05	06	07	08	09	00	01	02	03	04	05	06	07	08	09	00
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LEGEND

- PROPERTY BOUNDARY LINES
- PLANTED LOT LINES
- EXISTING DIRT & GRITTY
- EXISTING EDGE OF PAVED
- EXISTING CONCRETE SIDEWALK
- PROPOSED CONCRETE SIDEWALK
- PROPOSED SIDEWALK
- PROPOSED ASPHALT SIDEWALK
- PROPOSED STRIPPING (4" YELLOW STRIPES)
- PROPOSED BUILDING
- PROPOSED CURB & GUTTER
- PROPOSED WHEEL STOP
- EXISTING TREE TO REMAIN
- HOSMANNARY

LANDSCAPE NOTES

1. All proposed plant sets shall be a minimum of 2-gallon, no plants shall be smaller than 2-gallon. The contractor shall not plant any trees, shrubs, or ground covers within the specified area as located with contractor shall locate all landscape area disturbed by existing trees, shrubs, and ground covers. All trees, shrubs, and ground covers shall be removed by the contractor and replaced by an automatic irrigation system.
2. Also, plants shall be placed in the landscape area disturbed by existing trees, shrubs, and ground covers.
3. Low-flow water efficient irrigation drip system.

VETERANS HIGHWAY

SIDNEY BAKER

Sheet No.:	17
Scale:	1" = 20'
W.L. Project No.	W.L. - 15-17

EXHIBIT D
MONUMENT SIGN DEPICTION

BURTON
SIGN WORKS, INC.

Est. 1985

609 Junction Street
PO Box 206
Mount Airy, North Carolina 27030
Phone: 336-789-0090
Fax: 336-789-4490

Toll Free: 800-476-9333

Title: Collett
Location: Kerrville, TX
Tenant MonumentSales: Ted Neelands
Prog. Manager: Monica Everhart
Date: 4/26/18

Dwg #: _____

Designer: _____

Scale: As Noted

Page: _____

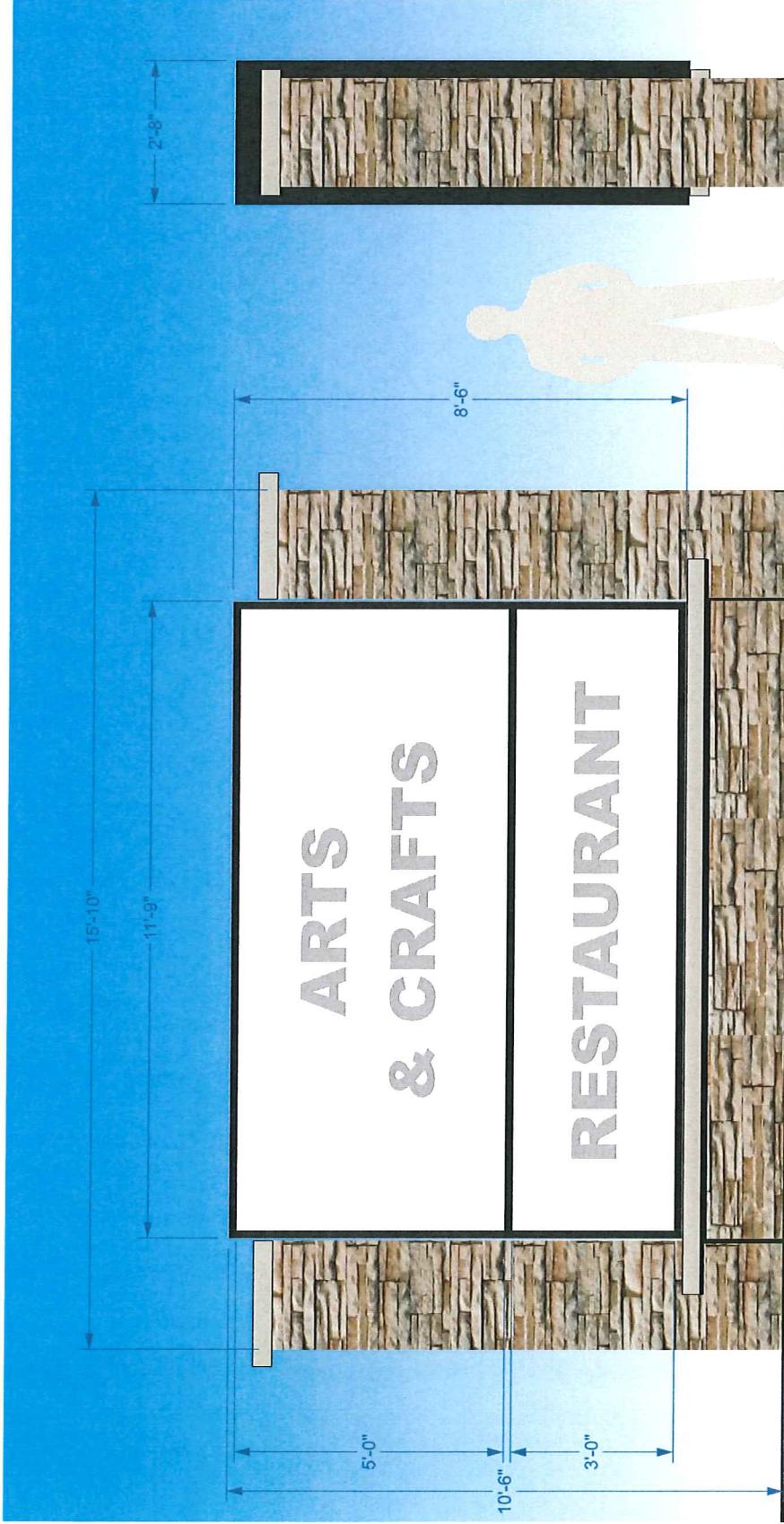
Quote ID #: _____

Drawing Type: Concept

Revisions: _____

Approved by Customer:


Three customer requested revisions. 20' allowed per drawing. Any excess revisions will require an art fee. The art fee for excess revisions will be listed on the customer's quote.

Listed
 Complies with
UL 48
File #E22381Electrical Requirements:
120 Volts 20 AMP Circuit



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

SUBJECT: Development Agreement between the City of Kerrville, Texas and Medina River Estates, LLC.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS: Development Agreement

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area Guiding Principle	W - Water/Waste-Water/Drainage W6 - Consider alternative solutions to standard wastewater service methods to address specific conditions and for cost effectiveness	
Action Item	N/A	

SUMMARY STATEMENT:

The owners of Medina River Estates inquired several months ago regarding the requirements to plat their property, which is located within the City of Kerrville City limits, with the concept of their 200+ acre development being for large (10-20) acre lots. Given the unique circumstances of the development, (topography and large acreage lots) the City recommended the developer and City work through a negotiated Development Agreement. The Developer has also sought various waivers for infrastructure from the Planning and Zoning Commission, which recommended them, with the caveat that they are incorporated into a larger Development Agreement as approved by the City Council.

Under this agreement Developer will agree to:

1. Provide shared access points onto Hwy 16 to minimize driveways
2. Provide a 20' utility easement along HWY 16 ROW adjacent to an existing 20' private wastewater easement
3. Provide a 50' ROW easement on south side of property for future thoroughfare planned ROW between 173 and 16 (as identified on adopted Thoroughfare Plan)
4. Provide new ROW easements for the eventual construction of cul-de-sacs planned on the ends of several streets abutting the Riverhill subdivision
5. Install a new water main looping through the property and connecting to Riverhill subdivision

-
- 6. Provide fire hydrants along water main route to provide adequate fireflow
 - 7. Not further subdivide the property into smaller lots

The City will agree to:

- 1. Waive the requirements to plat
- 2. Allow for the installation of individual septic systems (OSSF) and waive the requirement for the large lots to connect to City sewer
- 3. Waive the requirement to extend the City sewer main across the HWY 16 frontage
- 4. Waive the requirement to build a sidewalk along HWY 16

RECOMMENDED ACTION:

Authorize City Manager to finalize and execute Development Agreement.

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
COUNTY OF KERR §

This Development Agreement (this “Agreement”) is entered into this _____ day of June, 2018, (the “Effective Date”) by and between the **CITY OF KERRVILLE, TEXAS**, a home-rule municipal corporation, acting by and through its duly authorized City Manager (the “City”); and **MEDINA RIVER ESTATES, LLC**, a Texas limited liability company (“MRE”) (the City and MRE may be individually referred to herein as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, MRE is the owner of record of the approximately 225.86 acre tract of land as depicted and described in **Exhibits A and B**, attached hereto and made a part hereof (the “Property”), and which Property is located within the City’s corporate limits; and,

WHEREAS, the Property is to be developed as the Medina River Estates Residential Lot Project (the “Project”); and,

WHEREAS, MRE submitted an application (the “Waiver Application”) to the City that the Project be waived, pursuant to Section 10-IV-4(B) of the City of Kerrville Subdivision Regulations (the “Regulations”), from the water, wastewater and sewage disposal systems utility connection requirements under Sections 10-IV-4(E)(1)(a)(5)(c) and (d) of the Regulations (the “Waivers”); and,

WHEREAS, the Project will consist of acreage lots over 10 acres in size. MRE believes that the significant topography of the Property suggests use as a large acreage, rural-style project. MRE submits that a division of the Property into small lots would involve significant cuts, grading and impractical building sites which would be aesthetically unappealing and harmful to the natural environment and beauty of the Property. MRE also submits that installation of utilities through the tract to serve small lots would be very challenging and financially infeasible; and,

WHEREAS, after due and careful consideration, the City has concluded that the approval of the Waivers on the conditions herein is in alignment with the Kerrville 2050 initiative for the Kerrville Comprehensive Plan which states that the City should “consider alternative provisions for sewer service in challenging locations” and is in the best interest of the City to provide different housing alternatives; and

WHEREAS, this Agreement shall provide for the approval of the Waivers on the terms and conditions stated herein; and

WHEREAS, with the approval of the Waivers and subject to the conditions herein, the Project shall not be subject to any platting requirements under the Regulations; and,

WHEREAS, the City of Kerrville, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the of the Texas Constitution; and

WHEREAS, MRE, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the Waivers; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Approval of Waiver. On _____, the City, acting through its City Council, duly approved the Waivers by the execution of this Agreement. The Parties agree that the City's approval of the Waivers is conditioned on the terms set forth in this Agreement. Except as otherwise provided herein, MRE shall develop the Property in accordance with all applicable City rules and regulations.

2. Exemption from Regulations and Requirement to Plat. As a result of the Waivers, the Parties acknowledge and agree that the Project, as shown on **Exhibit A**, shall be exempt from any City platting requirements and from application of the requirements of the Regulations specified herein, provided the Project is constructed in accordance with the terms of this Agreement and the individual tracts within the Project are not further divided by their owners, which will be effectuated through the filing of this Agreement as a restrictive covenant in accordance with Section 11, below. Notwithstanding the forgoing, if the owner of a tract within the Project meets all City requirements pertaining to subdivision, and the owner of such tract constructs any necessary public infrastructure that is required in connection with the division of the owner's tract, all at such owner's sole cost and expense, then the owner may subdivide their tract in full accordance with the Regulations. Nothing herein should be construed as a commitment by the City to allow such future division and any owner wishing to do so may be required to extend public infrastructure or take other extensive measures in order to comply with the Regulations, as existing or as may be amended or adopted.

3. No Requirement for Sewer. The City acknowledges that approval of the Waivers allows the Project to be built without the extension of public sanitary sewer mains or services, and that MRE will serve the Property by individual On-Site Sewage Facilities ("OSSFs"). Such OSSFs shall be designed, built, installed, operated, and maintained in compliance with applicable law.

4. Grant of General Utility Easement. In connection with this Agreement, MRE shall grant a general utility easement (minimum width 20.0 feet) on the Property to the City for the extension of future water and wastewater lines, adjacent to Texas State Highway 16 and along the northwest and southwest boundary of the Property, as depicted and described in **Exhibit A**, and in substantively the form attached as **Exhibit C**, attached hereto and made a part hereof (the "General Utility Easement"). More specifically for the area along Highway 16, this General Utility

Easement will be located along and overlaying the easement reserved in the Warranty Deed with Vendor's Lien filed in the property records of Kerr County, File No. 15-05052.

5. Grant of Water Easement. In connection with this Agreement, MRE shall grant a water easement on the Property to the City for the extension of future water lines in the form of a 20 foot wide water easement, as depicted and described in **Exhibit A**, and in the form attached as **Exhibit D** attached hereto and made a part hereof (the "Water Easement").

6. Water Service. The Parties agree that it is in the best interest of both City and MRE, and in accordance with the Regulations, for MRE to provide water service and fire hydrants for the Project, pursuant to a water utility plan, as depicted and described in **Exhibit A**, attached hereto and made a part hereof (the "Concept Plan"). The Parties agree and acknowledge that the Concept Plan by MRE generally conforms to meet applicable fire flow requirements for the Project. In conjunction with this Concept Plan, MRE shall construct at its expense the mains, pipes, and fire hydrants (collectively referred to herein as "Water Facilities") which will be required to connect to City's water service that are located inside the Property and that are necessary to provide retail water service and fire suppression requirements to the Property. The Water Facilities shall be designed and constructed in accordance with the City's rules and regulations. MRE shall submit the plans for the Water Facilities to the City for its review and approval and thereafter, the City will inspect the construction of the Water Facilities for compliance with City rules and regulations. Construction plans for the Water Facilities will only add detail such as stationing, fittings, profile for the 50' R.O.W. and construction notes. The approval of the City is required prior to its acceptance of the Water Facilities. The Parties agree that the general standards for the Water Facilities shall be as follows:

- 8" C900 DR14 water main pipe and MJ fittings
- Fire Hydrants and fittings will be per the City's current adopted standards and specifications.
- Water main shall be constructed to the depth required in the City's current adopted stands and specifications (3' to 5' depth).
- The Water main within the 50' Right-of-Way will be constructed to a depth of 5- ft and shall include a profile in the construction plans.

7. No Sidewalks. The City acknowledges that approval of the Waivers allows the Project to be built without sidewalks due to topography and lack of sidewalks on adjoining properties due to topographical restrictions, lack of sidewalks on developed adjoining properties and undue hardship.

8. Building Permits. MRE acknowledges that applicable construction upon the Property shall be required to obtain building permits in accordance with the City's rules and regulations, including the application of building codes. All Water Facilities must be approved and the easements required by this Agreement conveyed prior to the City issuing any building permits.

9. Grant of Right-of-way Easements. MRE shall grant a right-of-way easement (width 50.0 feet) along a portion of the Property's southern boundary to the City as depicted and described in

Exhibit A and substantively in the form attached as **Exhibit E**, for future right-of-way to accommodate the future construction of an arterial roadway. In addition, MRE shall grant right-of-way easements for cul-de-sacs in accordance with City rules and regulations to account for the current dead-end streets within the Riverhill subdivision (Green Tree Lane, Hickory Hills Lane, and Ridgewood Drive) as shown on the Concept Map at **Exhibit A**.

10. Driveways. MRE shall minimize the Project's driveway cuts to no more than five (5) approved Texas Department of Transportation access points along Texas State Highway 16. The Project shall include shared driveway access from multiple tracts.

11. Covenant Running with the Land. This Agreement is a restriction, condition and covenant running with the land and a charge and servitude upon the Property, and shall be binding upon and inure to the benefit of the Parties hereto, and their heirs, successors and assigns of all or any part of the Property. MRE shall record a memorandum of this Agreement (the "Memorandum") in the form attached as **Exhibit F** in the Real Property Records of Kerr County, Texas, as a means of providing notice and ensuring the obligations of future owners of the Property, including portions thereof. Following said recording and upon the transfer of any portion of the Property, any document effectuating any such transfer shall reference the recording volume and page of the memorandum and shall embody this Agreement by express reference.

12. Additional Approval. The Parties acknowledge that some standards, variances, waivers or other permits that MRE intends to seek may require the approval of a governmental entity other than the City to authorize or allow a particular action or use. MRE agrees that the City is not responsible for obtaining such approval. Other than the permits and approvals expressly identified in this Agreement, the City agrees and acknowledges that no other permits or approvals are required from the City to build the Project and houses and related improvements on each tract within the Project.

13. Entirety and Amendments. This Agreement contains the entire agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, resolutions and understandings by and/or between the Parties respecting such matters. This Agreement may be amended only by written agreement signed by the Parties.

14. Notices. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to the other by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, or (iv) by sending same by e-mail or by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the

purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

If to MRE:	Charles E. Cammack 13300 Old Blanco Road, Suite 321 San Antonio, Texas 78216 E-mail: chuck@trustfinancial.us
With copy to:	William P. McLean McLean & Howard, L.L.P. Barton Oaks Plaza Building II 901 South Mopac Expressway, Suite 225 Austin, Texas 78746 E-mail: bmclean@mcleanhowardlaw.com
If to City:	City Manager City of Kerrville, Texas 701 Main Street Kerrville, Texas 78028

15. Invalid Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or ineffective, such provisions shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the provision, so held to be invalid, illegal or ineffective.

16. Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

17. Construction. This Agreement and any exhibits hereto shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

18. Governing Law; Venue. This Agreement is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be in Kerr County, Texas. This Agreement is performable in Kerr County, Texas.

19. Parties Bound. This Agreement and all covenants, rights, benefits and privileges hereunder, shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns, including the owners from time to time of all or any portion of the Property and any homeowner or similar association or organization designated by MRE.

20. Capacity. Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power

and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

21. Time. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

22. Multiple Counterparts; Facsimile\Electronic Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Facsimile or electronic signature shall be treated the same as original signatures.

23. Other Instruments. The Parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

24. City Authority. City represents and warrants to MRE, its successors and assigns, that this Agreement has been duly adopted and that this Agreement is within the scope of the City's authority and the provisions of its charter, Regulations, and further that the City is duly authorized and empowered to enter into this Agreement.

25. MRE Authority. MRE is duly organized and validly existing in good standing under the laws of the State of Texas, which consists of an individual with full power and authority to conduct its business as it is not being conducted, to own or use properties and assets that it purports to own or use, and to perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligation of MRE, enforceable against MRE in accordance with its terms. MRE has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

26. Assignment. MRE may assign any part or all of its rights, duties, and obligations set forth in this Agreement upon satisfaction of the following conditions:

- a. MRE must provide City written notice of its intent to assign this Agreement or any portion thereof not later than thirty (30) days prior to the effective date of the Assignment; and
- b. The assignee must expressly accept in writing all rights, duties, and obligations of performance of MRE required by this Agreement as to that portion assigned to the assignee; and
- c. Upon its receipt of written notice from MRE, the City shall release MRE as the primary actor with respect to default of this Agreement after assignment by MRE to its assignee, and the assignee's assumption of MRE's duties and obligations; and
- d. Such assignment must be made expressly subject to the terms and provisions of this Agreement.

27. No Partnership; City Responsibilities and Liabilities. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture between the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property.

28. Strict Performance. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

29. Attorneys' Fees. In the event that any matter relating to this Agreement results in the institution of legal proceedings by a Party, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and reasonable attorneys' fees

30. Rights, Privileges, and Immunities. To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

31. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

Exhibit A – Concept Plan of the Project (dated Jan. 19, 2018, as revised)

Exhibit B – Metes and Bounds Description

Exhibit C – Wastewater Easement

Exhibit D – Water Easement

Exhibit E – Right-of-way Easements

Exhibit F – Memorandum of Agreement

[signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth below, to be effective as of the Effective Date.

CITY:

City of Kerrville, Texas,
a home-rule municipal corporation

By: _____
Mark McDaniel, City Manager

Date: _____, 2018

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Mark McDaniel, the City Manager, of City of Kerrville, Texas, a home-rule municipal corporation.

Notary Public, State of Texas

MRE:

Medina River Estates, LLC,
a Texas limited liability company

By: Charles E. Cammack, Manager

Date: _____, 2018

THE STATE OF TEXAS §
§
§
COUNTY OF _____ §

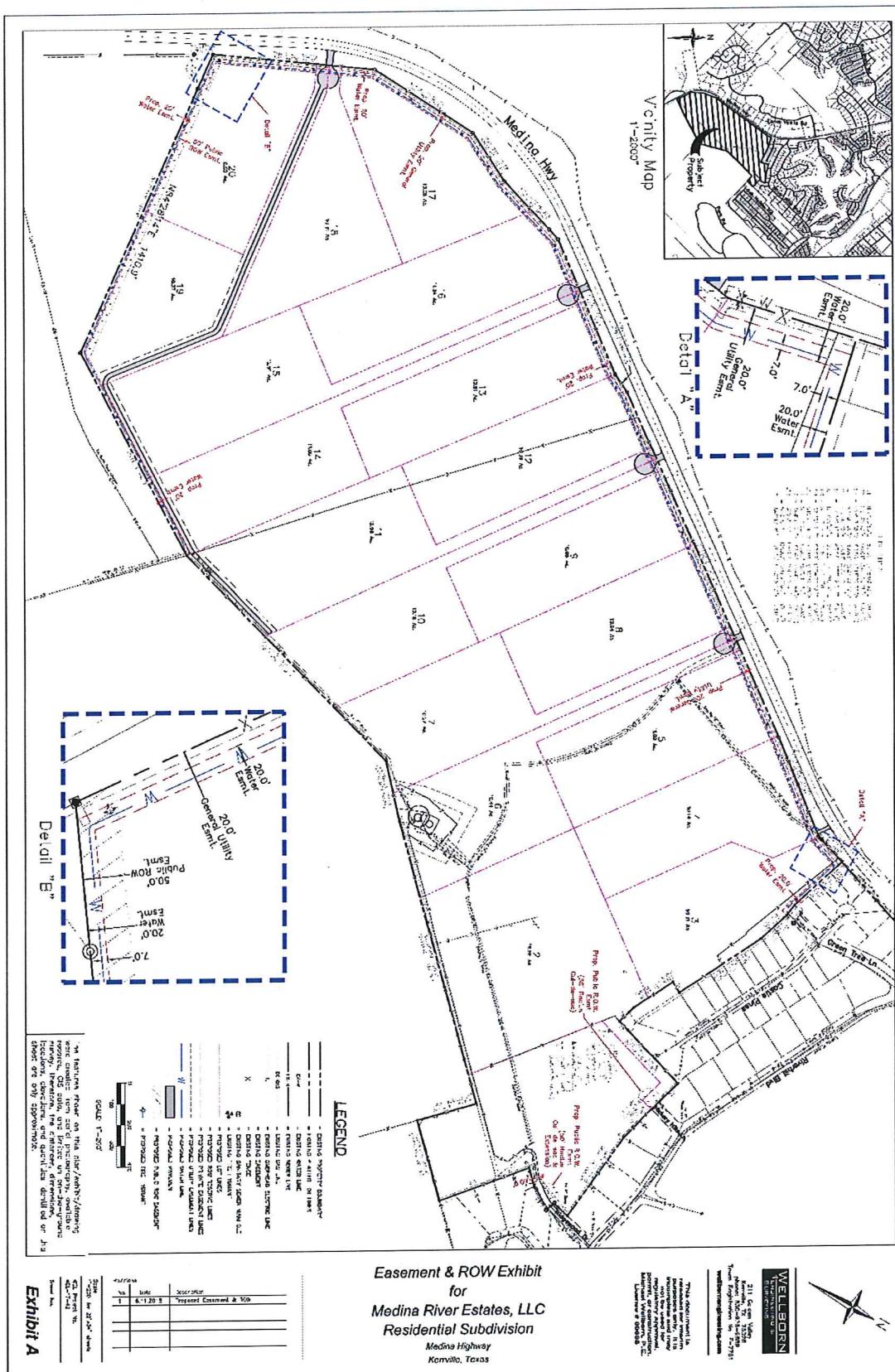
This instrument was acknowledged before me on the _____ day of _____, 2018, by Charles E. Cammack, Manager of Medina River Estates, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public Signature

(Seal)

Exhibit A

Concept Plan of the Project (dated Jan. 19, 2018, as revised)



were obtained from 2000 pre-treatment, another 1000 from 2000, and 1000 from 2000-2001 surveys. Therefore, the estimates, dimensions, locations, slopes, and quick data described in those are only approximate.

Exhibit A

Exhibit B

Metes and Bounds Description

Being all of a certain tract or parcel of land comprising, approximately, 184.63 acres out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, and 41.01 acres out of John A. Southmayd Survey No. 148, Abstract No. 288, in the City of Kerrville, Kerr County, Texas; parts of 669.14 acres conveyed as Tract I and 40.52 acres conveyed as Tract II to Tuscany Land, Ltd. from Robert Keeble, et al., by a General Warranty Deed executed the 6th day of September, 2002 and recorded in Volume 1219 at Page 173 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

Beginning at a $\frac{1}{4}$ " iron stake found in the southeast right-of-way line of State Highway No. 16 for the northwest corner of the herein described tract and said 669.14 acres, the southwest corner of Block No. 1 of Riverhill No. 11, the replat of which is recorded in Volume 6 at Page 350 of the Plat Records of Kerr County, Texas; which point bears 8791.6 ft. N.21°37'07"W. from a $\frac{1}{4}$ " iron stake found in a stone mound at the east corner of Mrs. Alliwees Clark Survey No. 395; Abstract No. 101;

THENCE, with the northeast line of said 669.14 acres, each point marked with a found $\frac{1}{4}$ " iron stake unless stated otherwise: with the south line of said Block 1, S.71°49'28"E. 305.07 ft. (S.71°50'28"E. 305.00 ft.) to the southeast corner of said Block 1; with the east line of said Block 1, N.18°03'56"E. 50.00 ft. (N.18°03'32"E. 50.00 ft.) to the southerly terminus of the west right-of-way line of Green Tree Lane, a sixty (60) ft. wide public street; with the south right-of-way line of said Green Tree Lane, S.81°49'40"E. 60.91 ft. (S.81°45'48"E. 60.91 ft.) to a $\frac{1}{4}$ " iron stake set at the southerly terminus of the east right-of-way line of said Green Tree Lane, in the west line of Block 2; with the west line of said Block 2, S.18°03'56"W. 50.00 ft. (S.18°09'32"W. 50.00 ft.) to the southwest corner of said Block 2; with the south line of said Block 2, S.71°50'19"E. 162.65 ft. (S.71°50'28"E. 162.75 ft.) and S.62°50'45"E. at 221.5 ft. passing a fence cornerpost, then along a fence for a total distance of 466.07 ft. (S.62°51'17"E. 466.07 ft.) to a $\frac{1}{4}$ " iron stake found at a cornerpost at the south corner of Lot No. 14 in the northwest line of Lot No. 13R, the replat of which is recorded in Volume 6 at Page 384 of the Plat Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 669.14 acres and said Lot No. 13R: S.27°01'06"W. 59.85 ft. (S.27°08'43"W. 60.00 ft.) to a $\frac{1}{4}$ " iron stake found at a cornerpost for a reentrant corner of the herein described tract, the west corner of said Lot No. 13R; S.62°51'53"E. 221.79 ft. (S.62°51'17"E. 221.85 ft.) to a $\frac{1}{4}$ " iron stake found at an anglepost; and S.73°09'48"E. 30.48 ft. (S.73°12'01"E. 30.58 ft.) to a $\frac{1}{4}$ " iron stake found at a cornerpost at the south corner of said Lot No. 13R, the easterly common corner of said 669.14 acres and said 40.52 acres, the west corner of 0.08 acre conveyed to F. O'Neil Griffin Issue GS¹ for Richard Griffin from Robert Keeble, et al., by a General Warranty Deed executed the 13th day of March, 2000 and recorded in Volume 1063 at Page 736 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence upon, over and across said 40.52 acres: with the southwest line of said 0.08 acre, S.73°09'12"E. 63.26 ft. (S.73°12'01"E. 63.15 ft.) to a $\frac{1}{4}$ " iron stake found at a cornerpost for a reentrant corner of the herein described tract, the south corner of said 0.08 acre; and with the southeast line of said 0.08 acre, N.16°59'24"E. 59.28 ft. (N.17°08'54"E. 59.02 ft.) to a $\frac{1}{4}$ " iron stake found at a cornerpost at the east corner of said 0.08 acre, the south corner of Lot No. 12, Block No. 2, a reentrant corner of said 40.52 acres;

THENCE, with the common line between said 40.52 acres and said Block No. 2, N.17°11'54"E, along a fence, at 167.2 ft. passing an anglepost, then not along a fence, at 186.6 ft. passing a cornerpost, then again along a fence, at 309.1 ft. passing an anglepost, then not along a fence for a total distance of 349.78 ft. (N.17°08'54"E, 350.00 ft.) to a $\frac{1}{2}$ " iron stake found near a fence at the northerly common corner of said 40.52 acres and said Block No. 2, in the southwest line of Lot No. 8 in Block "D" of Riverhill Estates No. One, the plat of which is recorded in Volume 4 at Pages 22 and 23 of the Plat Records of Kerr County, Texas;

THENCE, with the common line between said 40.52 acres and said Riverhill Estates No. One, each point marked with a found $\frac{1}{2}$ " iron stake; with the south line of said Lot No. 8 in Block "D", S.73°12'44"E, 124.81 ft. (S.73°12'01"E, 125.00 ft.) to the southeast corner of said Lot No. 8 at the southerly terminus of the west right-of-way line of Hickory Hills Drive, a fifty (50) ft. wide public street; with the south right-of-way line of said Hickory Hills Drive, S.74°38'21"E, 50.07 ft. (S.74°37'02"E, 50.02 ft.) to the southwest corner of Lot No. 1 in Block "H" at the southerly terminus of the east right-of-way line of said Hickory Hills Drive; with the south line of said Lot No. 1, S.75°24'34"E, 190.65 ft. (S.75°22'07"E, 190.74 ft.) to the southerly common corner of Lots No. 1 and No. 2; and with the south line of Lots No. 2, No. 3 and No. 4 in said Block "H", S.83°45'15"E, 457.08 ft. (S.83°46'05"E, 457.09 ft.) to a $\frac{1}{2}$ " iron stake found for the northeast corner of the herein described tract and said 40.52 acres, the southeast corner of said Lot No. 4 in Block "H", in the west right-of-way line of Ridgewood Lane, a fifty (50) ft. wide public road easement as dedicated by said subdivision plat;

THENCE, with the northeast line of said 40.52 acres; with the west right-of-way line of said Ridgewood Lane, S.12°29'46"W, 60.06 ft. (S.12°30'28"W, 60.08 ft.) to a $\frac{1}{2}$ " iron stake found at the beginning of a 25°13'32" curve concave to the west having a radius of 227.15 ft. (227.15 ft.), and 27.95 ft. (28.05 ft.) with an arc of said 25°13'32" curve subtended by a central angle of 07°03'02" (07°04'31") [long chord = S.16°16'25"W, 27.93 ft. (S.16°16'25"W, 28.03 ft.)] to a $\frac{1}{2}$ " iron stake set at its end at the southerly terminus of the west right-of-way line of said Ridgewood Lane; and with the southerly end of said Ridgewood Lane, S.70°12'03"E, 50.00 ft. (S.70°11'20"E, 50.00 ft.) to a $\frac{1}{2}$ " iron stake set in the east right-of-way line of said Ridgewood Lane, the northwest line of Lot No. 2 in Block "M" of Riverhill Estates No. Three, the replat of which is recorded in Volume 4 at Page 114 of the Plat Records of Kerr County, Texas;

THENCE, with the common line between said 40.52 acres and said Lot No. 2; 121.66 ft. (121.66 ft.) with an arc of a 20°40'29" curve concave to the west having a radius of 277.15 ft. (277.15 ft.) [long chord = S.32°22'23"W, 120.69 ft. (S.32°23'12"W, 120.69 ft.)] to a $\frac{1}{2}$ " iron stake found at its end; and S.44°57'01"W, 98.46 ft. (S.44°57'44"W, 98.43 ft.) to a $\frac{1}{2}$ " iron stake found at the westerly common corner of Lots No. 2 and No. 3 for a reentrant corner of the herein described tract and said 40.52 acres;

THENCE, with the common line between said 40.52 acres and said Block "M", each point marked with a found $\frac{1}{2}$ " iron stake; with the southwest line of said Lot No. 3, S.49°22'53"E, 180.02 ft. (S.49°21'57"E, 179.91 ft.) to the southwesterly common corner of Lots No. 3 and No. 4; with the southwest line of said Lot No. 4, S.49°23'27"E, 199.67 ft. (S.49°26'00"E, 199.73 ft.) to the southwesterly common corner of Lots No. 4 and No. 5; and with the southwest line of said Lot No. 5, S.49°12'32"E, 78.20 ft. (S.49°08'29"E, 78.04 ft.) to the south corner of said Lot No. 5 for the most easterly corner of the herein described tract and said 40.52 acres, in a fence along the northwest line of 8.57 acres conveyed to David R. Wilson from Kenneth L. Crant

by a Cash Warranty Deed executed the 12th day of October, 2001 and recorded in Volume 1149 at Page 121 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 40.52 acres and said 8.57 acres, S.44°51'42"W. 398.59 ft. (S.44°51'33"W, 399.05 ft.) to a $\frac{1}{4}$ " iron stake found at a three-way cornerpost at the west corner of said 8.57 acres in the northeast line of 500 acres conveyed to the City of Kerrville from the Texas Parks and Wildlife Department by a Deed executed the 29th day of January, 2004 and recorded in Volume 1334 at Page 43 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 40.52 acres and said 500 acres, N.45°04'10"W. 292.50 ft. (N.44°57'23"W, 292.51 ft.) to a $\frac{1}{4}$ " iron stake found at a three-way cornerpost for a northerly corner of said 500 acres, a reentrant corner of the herein described tract and said 40.52 acres; S.44°53'05"W. 1397.12 ft. (S.44°54'41"W, 1397.10 ft.) to an anglepost; and S.47°39'40"W, 297.03 ft. (S.47°28'34"W, 296.94 ft.) to an anglepost at the easterly common corner of said 40.52 acres and said 669.14 acres;

THENCE, along a fence with the common line between said 669.14 acres and said 500 acres, S.15°56'25"W. 1371.27 ft. (S.15°59'54"W, 1371.21 ft.) to an anglepost at the most westerly corner of said 500 acres;

THENCE, upon, over and across said 669.14 acres; S.32°25'57"W, 1092.88 ft. to a $\frac{1}{2}$ " iron stake set for the southeast corner of the herein described tract; and S.84°28'14"W, at 1371.87 ft. passing a $\frac{1}{2}$ " iron stake set for reference, then continuing for a total distance of 1550.53 ft. to a brass disc right-of-way marker found for the southwest corner of the herein described tract in a fence along the southwest line of said 669.14 acres, the northeast right-of-way line of said State Highway No. 16;

THENCE, along a fence with the west line of said 669.14 acres, the east right-of-way line of said State Highway No. 16, each point marked with a found concrete right-of-way marker unless stated otherwise: N.24°03'48"W, at 452.79 ft. passing a found concrete right-of-way marker, then continuing for a total distance of 780.76 ft. (N.24°02'55"W, 780.77 ft.); N.03°08'27"E, 559.23 ft. (N.03°09'29"E, 559.23 ft.); N.26°54'50"E, 275.58 ft. (N.26°55'32"E, 275.41 ft.); N.17°13'42"E, at 314.97 ft. passing a found concrete right-of-way marker, then continuing for a total distance of 380.54 ft. (N.17°14'05"E, 380.65 ft.); N.37°15'23"E, 700.04 ft. (N.37°16'02"E, 700.17 ft.); N.26°09'13"E, 101.86 ft. (N.26°14'28"E, 101.69 ft.); N.36°24'01"E, 1799.95 ft. (N.36°24'42"E, 1800.04 ft.); N.38°12'35"E, at 241.27 ft. passing a found concrete right-of-way marker, then continuing for a total distance of 512.33 ft. (N.38°12'59"E, 512.29 ft.) to a found brass disc right-of-way marker; and N.18°07'08"E, at approximately 137 ft. passing a cornerpost, then not along a fence for a total distance of 161.05 ft. (N.18°09'32"E, 160.79 ft.) to the PLACE OF BEGINNING containing 225.69 acres of land, more or less, within these metes and bounds.

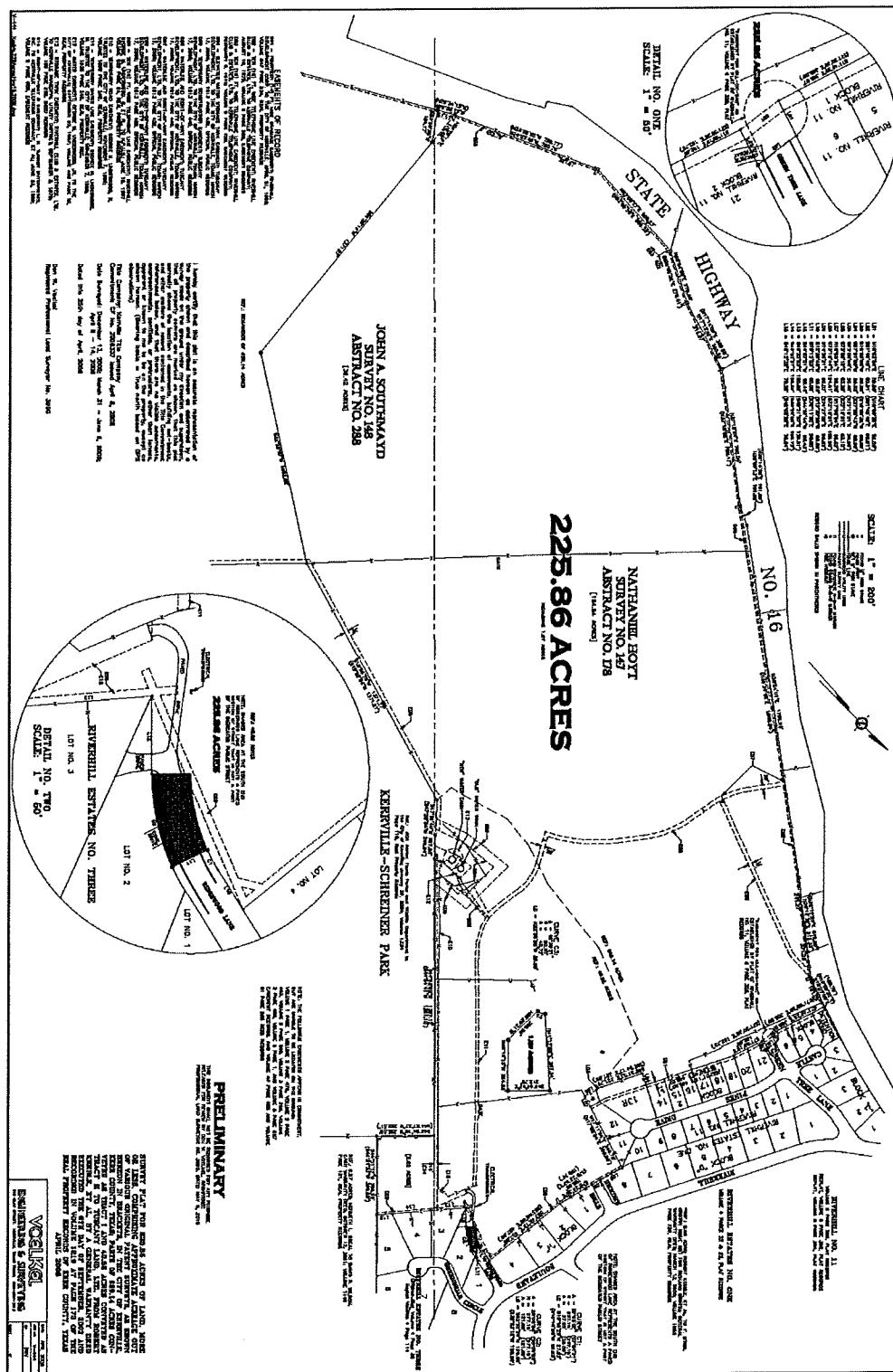


Exhibit C

Wastewater Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WASTEWATER EASEMENT

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF KERR §

That Medina River Estates, LLC, a Texas limited liability company, and owner of the real property described herein and hereinafter referred to as "Grantor", whose address is 13300 Old Blanco Road, Suite 321, San Antonio, Texas 78216, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by the City of Kerrville, Texas, 701 Main Street, Kerrville, Texas, 78028, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and conveyed, and by these presents does hereby grant, sell, and convey unto Grantee, its successors and assigns, an easement (the "Easement") for wastewater purposes, including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, place, repair, operate, use, inspect, modify, remove, replace, resize, and maintain certain wastewater lines and appurtenances, together with all lines, pipes, conduits, and other facilities, equipment, improvements, and appurtenances used in connection with such said wastewater lines as deemed necessary thereby by the Grantee, over, along, across, under, into, and through the following described property of the Grantor:

A twenty foot (20.0') wide wastewater easement consisting of an approximate 2.418 acre of land within the City of Kerrville, Kerr County, Texas, said easement being more particularly described and depicted in Exhibit A, attached hereto and made a part hereof for all purposes (the "Easement Tract").

The Easement is subject to the following terms and provisions:

1. Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right to clear the Easement Tract of brush and timber, and the right of egress from and ingress to the Easement Tract.
 2. Grantor shall have the right to fully use and enjoy the Easement Tract for any purpose which shall not interfere with the rights herein granted to Grantee. Such use includes the right of Grantee to use the Easement Tract for right of way purposes. Grantor agrees not to interfere with Grantee's ability to use or maintain the Easement Tract for any of the

authorized purposes provided for herein. Interference includes but is not limited to physically modifying the Easement Tract such as altering topography, installing fences, structures, rockeries, walls, or similar improvements which would prevent or limit access to the Easement Tract; planting of difficult to restore landscaping; piling or the storage of dirt, trash, garbage, debris, or other materials; however, nothing herein shall serve to prevent Grantor from using the Easement Tract, or any part thereof, as a private roadway, or from dedicating said property, or any part thereof, to a public authority for use as a public roadway. Grantor, upon the receipt of written notice from the Grantee, shall remove any cited interference from the Easement Tract which prevents proper use of the Easement Tract for the purpose intended herein. Grantee may grant written permission to the Grantor to physically modify the Easement Tract upon receipt of written request. Grantor will also reasonably restore to their original condition any landscaping, driveways or other improvements on the Easement Tract that were in existence prior to any work performed by Grantor under this Easement, provided that such improvements are permissible under the terms of this Easement.

3. This grant is subject to any and all encumbrances and easements of record in existence as of the date of the execution of this Easement, to the extent the same are valid and enforceable.
4. Grantee, its successors, and assigns shall enjoy the rights, benefits and privileges herein conveyed until relinquished and released by written instrument executed by the Grantee.

TO HAVE AND TO HOLD the Easement, together with all the rights and appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

WITNESS THE EXECUTION HEREOF on this _____ day of May, 2018.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:

Medina River Estates, LLC,
a Texas limited liability company

By: _____
Charles E. Cammack, Manager

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of May, 2018, by Charles E. Cammack, as Manager of Medina River Estates, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Mark L. McDaniel, City Manager
City of Kerrville, Texas

AFTER RECORDING RETURN TO:
Office of City Secretary
City of Kerrville, Texas
City Hall, 701 Main Street
Kerrville, Texas 78028

20-FOOT WIDE GENERAL UTILITY EASEMENT

A 20 - foot wide proposed General Utility Easement lying in and being a portion of that certain 225.69-acre parcel conveyed from 2HM Real Estate Company, LLC to Medina River Estates, LLC in Document # 18-00421, O.P.R. of Kerr County, Texas being more particularly described by Metes and Bounds as follows:

Commencing at a found Texas Department of Transportation brass disc at the Southwest corner of said 225.69-acre parcel;

Thence leaving the Southwest corner of said 225.69-acre parcel, North 84 degrees 35 minutes 30 seconds East, a distance of 10.55 feet to the Point of Beginning of the herein described Easement Centerline;

Thence parallel to and 10.00 feet generally East of the East Right of Way of State Highway 16, the following Easement Centerline courses;

North 23 degrees 59 minutes 49 seconds West, a distance of 781.41 feet;

North 03 degrees 12 minutes 45 seconds East; a distance of 554.64 feet;

North 26 degrees 59 minutes 43 seconds East; a distance of 274.26 feet;

North 17 degrees 17 minutes 11 seconds East; a distance of 379.76 feet;

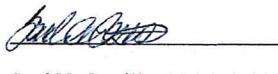
North 37 degrees 20 minutes 07 seconds East; a distance of 699.45 feet;

North 26 degrees 09 minutes 51 seconds East; a distance of 101.87 feet;

North 36 degrees 28 minutes 28 seconds East; a distance of 1798.78 feet;

North 38 degrees 16 minutes 49 seconds East; a distance of 513.94 feet;

North 18 degrees 10 minutes 55 seconds East; a distance of 162.89 feet to Point of Terminus of the herein described General Utility Easement, containing 105,346 square feet or 2.418 acres of land.



Saul V. Castillo, RPLS 6192

06-26-2018



WELLBORN
ENGINEERING &
SURVEYING

TBPLS FIRM NO. 10194410
PHONE: 830.928.9889
WWW.WELLBORNENGINEERING.COM

211 GOLDEN VALLEY
KERRVILLE, TX 78028

PROPOSED 20 FT GENERAL UTILITY EASEMENT EXHIBIT

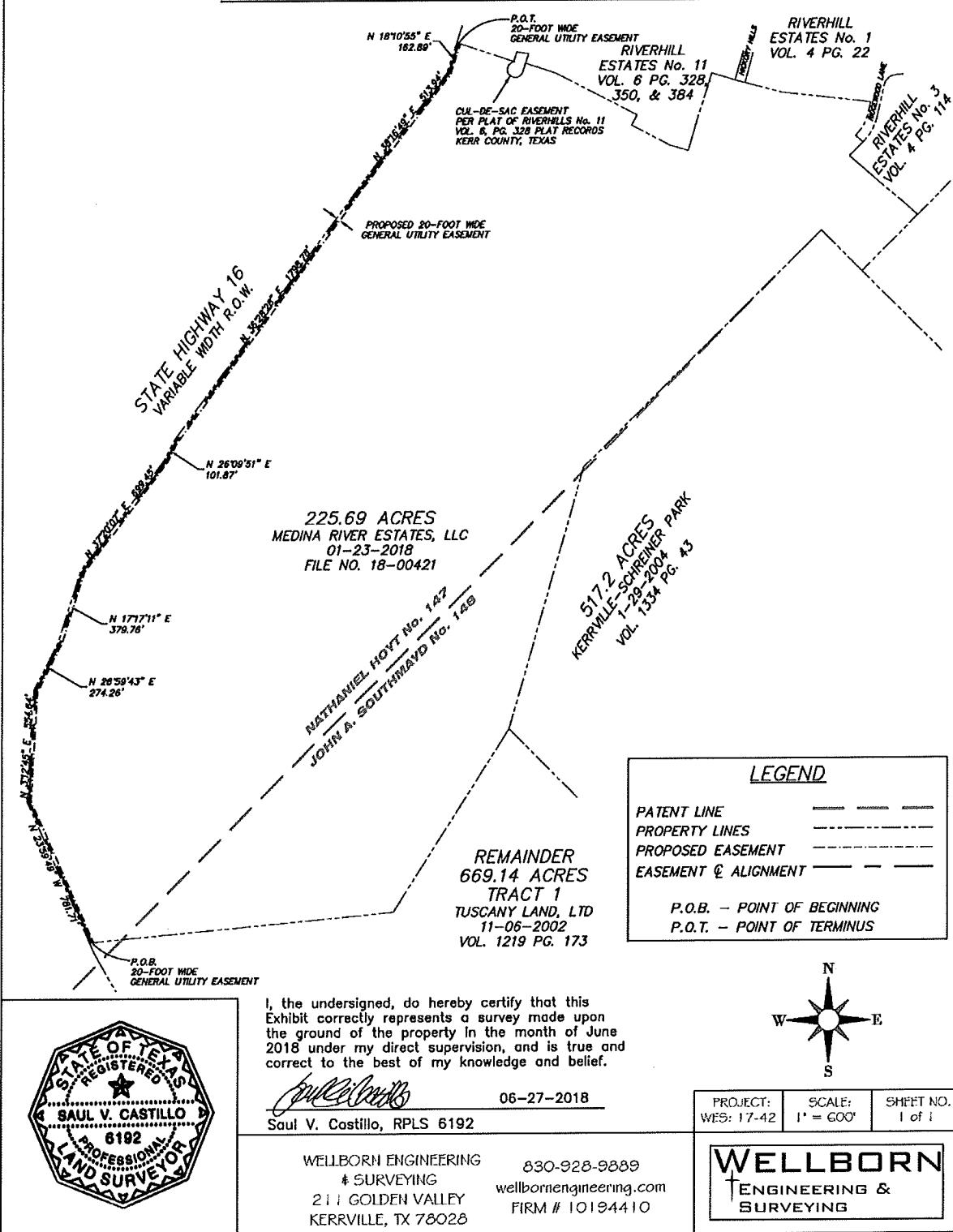


Exhibit D

Water Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER EASEMENT

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
§
COUNTY OF KERR §

That Medina River Estates, LLC, a Texas limited liability company, and owner of the real property described herein and hereinafter referred to as "Grantor", whose address is 13300 Old Blanco Road, Suite 321, San Antonio, Texas 78216, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by the City of Kerrville, Texas, 701 Main Street, Kerrville, Texas, 78028, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, has granted, sold, and conveyed, and by these presents does hereby grant, sell, and convey unto Grantee, its successors and assigns, a non-exclusive easement (the "Easement") for water line purposes, including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, place, repair, operate, use, inspect, modify, remove, replace, resize, and maintain certain water lines and appurtenances, together with all lines, pipes, conduits, and other facilities, equipment, improvements, and appurtenances used in connection with such said water lines as deemed necessary thereby by the Grantee, over, along, across, under, into, and through the following described property of the Grantor:

A twenty foot (20.0') wide water easement consisting of an approximate 3.757 acre of land within the City of Kerrville, Kerr County, Texas, said easement being more particularly described and depicted in Exhibit A, attached hereto and made a part hereof for all purposes (the "Easement Tract").

The Easement is subject to the following terms and provisions:

1. Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right to clear the Easement Tract of brush and timber, and the right of egress from and ingress to the Easement Tract.
 2. Grantor shall have the right to fully use and enjoy the Easement Tract for any purpose which shall not interfere with the rights herein granted to Grantee. Such use includes the right of Grantee to use the Easement Tract for right of way purposes. Grantor agrees not to interfere with Grantee's ability to use or maintain the Easement Tract for any of the

authorized purposes provided for herein. Interference includes but is not limited to physically modifying the Easement Tract such as altering topography, installing fences, structures, rockeries, walls, or similar improvements which would prevent or limit access to the Easement Tract; planting of difficult to restore landscaping; piling or the storage of dirt, trash, garbage, debris, or other materials; however, nothing herein shall serve to prevent Grantor from using the Easement Tract, or any part thereof, as a private roadway, or from dedicating said property, or any part thereof, to a public authority for use as a public roadway. Grantor, upon the receipt of written notice from the Grantee, shall remove any cited interference from the Easement Tract which prevents proper use of the Easement Tract for the purpose intended herein. Grantee may grant written permission to the Grantor to physically modify the Easement Tract upon receipt of written request. Grantor will also reasonably restore to their original condition any landscaping, driveways or other improvements on the Easement Tract that were in existence prior to any work performed by Grantor under this Easement, provided that such improvements are permissible under the terms of this Easement.

3. This grant is subject to any and all encumbrances and easements of record in existence as of the date of the execution of this Easement, to the extent the same are valid and enforceable.
4. Grantee, its successors, and assigns shall enjoy the rights, benefits and privileges herein conveyed until relinquished and released by written instrument executed by the Grantee.

TO HAVE AND TO HOLD the Easement, together with all the rights and appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

WITNESS THE EXECUTION HEREOF on this _____ day of May, 2018.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:

Medina River Estates, LLC,
a Texas limited liability company

By: Charles E. Cammack, Manager

Acknowledgment

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of May, 2018, by Charles E. Cammack, as Manager of Medina River Estates, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Mark L. McDaniel, City Manager
City of Kerrville, Texas

AFTER RECORDING RETURN TO:

Office of City Secretary
City of Kerrville, Texas
City Hall, 701 Main Street
Kerrville, Texas 78028

20-FOOT WIDE WATERLINE EASEMENT

A 20 - foot wide proposed Waterline Easement lying in and being a portion of that certain 225.69-acre parcel conveyed from 2HM Real Estate Company, LLC to Medina River Estates, LLC in Document # 18-00421, O.P.R. of Kerr County, Texas being more particularly described by Metes and Bounds as follows:

Commencing at an 8 inch cedar fence post on the Southeast line of said 225.69-acre parcel and the West line of Kerrville-Schreiner Park as described in Volume 1334, Page 43, Real Property Records, Kerr County, Texas;

Thence leaving the Southeast line of said 225.69-acre parcel, North 57 degrees 34 minutes 12 seconds West, a distance of 10.00 feet to the Point of Beginning of the herein described Easement Centerline;

Thence with the Centerline of said Easement, 10.00 feet Northwest and parallel to the Southeast line of said 225.69-acre parcel, South 32 degrees 25 minutes 48 seconds West, a distance of 1088.87 feet to an angle point which bears North 31 degrees 29 minutes 21 seconds West, a distance of 11.13 feet from a found ½ inch iron rod at the Southeast corner of said 225.69-acre parcel;

Thence continuing with the Centerline of said Easement, 10.00 feet North and parallel to the South line of said 225.69-acre parcel, South 84 degrees 35 minutes 30 seconds West, a distance of 1517.84 feet to an angle point which bears North 65 degrees 07 minutes 22 seconds East, a distance of 30.00 feet from a found Texas Department of Transportation brass disc at the Southwest corner of said 225.69-acre parcel;

Thence parallel to and 30.00 feet generally East of the East Right of Way of State Highway 16, the following Easement Centerline courses;

North 23 degrees 59 minutes 49 seconds West, a distance of 773.04 feet;

North 03 degrees 12 minutes 45 seconds East; a distance of 545.59 feet;

North 26 degrees 59 minutes 43 seconds East; a distance of 271.75 feet;

North 17 degrees 17 minutes 11 seconds East; a distance of 377.92 feet;

North 37 degrees 20 minutes 07 seconds East; a distance of 697.87 feet;

North 26 degrees 09 minutes 51 seconds East; a distance of 102.02 feet;

North 36 degrees 28 minutes 28 seconds East; a distance of 1796.66 feet;

North 38 degrees 16 minutes 49 seconds East; a distance of 517.17 feet;

North 18 degrees 10 minutes 55 seconds East; a distance of 156.37 feet to an angle point which bears South 53 degrees 15 minutes 50 seconds East from a found ½" iron rod at the East Right of Way of State



TBPLS FIRM NO. 10194410
PHONE: 830.928.9889
WWW.WELLBORNENGINEERING.COM

211 GOLDEN VALLEY
KERRVILLE, TX 78028

Highway 16 and the Southwest corner of that certain Easement in Block 1, Riverhill No. 11, as recorded in Volume 6, Page 384, Plat Records, Kerr County, Texas;

Thence parallel to and generally South of the South line of said Block 1, Riverhill, the following Easement Centerline courses;

South 71 degrees 46 minutes 09 seconds East; a distance of 275.04 feet;

South 81 degrees 46 minutes 02 seconds East; a distance of 61.73 feet to the Point of Terminus of the herein described Waterline Easement, containing 163,673 square feet or 3.757 acres of land.



Saul V. Castillo, RPLS 6192
06-26-2018



WELLBORN
ENGINEERING &
SURVEYING

TBPLS FIRM NO. 10194410
PHONE: 830.928.9889
WWW.WELLBORNENGINEERING.COM

211 GOLDEN VALLEY
KERRVILLE, TX 78028

PROPOSED 20 FT WATER LINE EASEMENT EXHIBIT

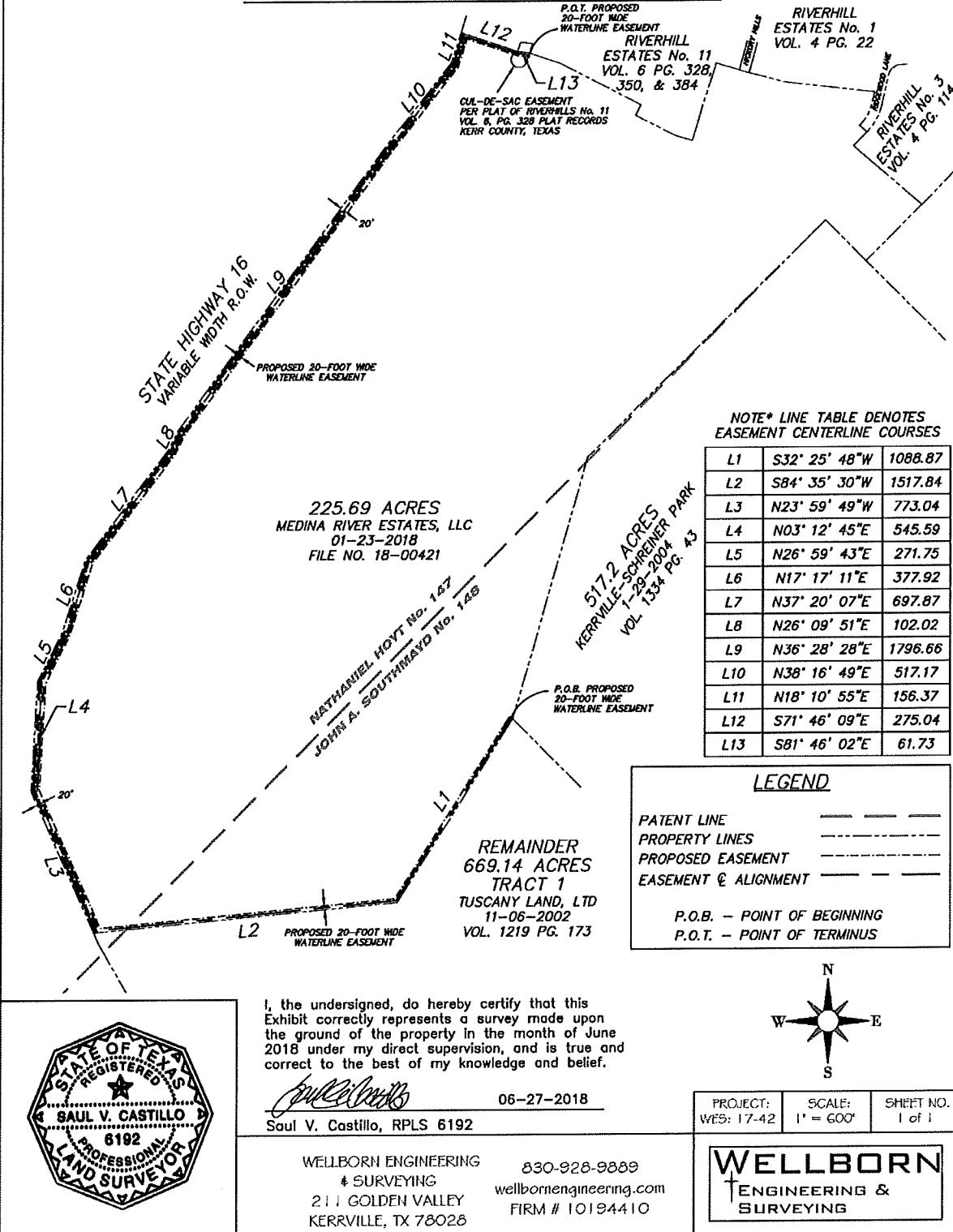


Exhibit E

ROW Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PUBLIC STREET RIGHT-OF-WAY
AND GENERAL PUBLIC UTILITY EASEMENT**

**THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF KERR §**

That **MEDINA RIVER ESTATES, LLC**, a Texas limited liability company ("Grantor"), and owner of the real property described herein, whose address is 13300 Old Blanco Road, Suite 321, San Antonio, Texas 78216, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by the **CITY OF KERRVILLE, TEXAS** ("Grantee"), a Texas home rule municipality, whose address is 701 Main Street, Kerrville, Texas, 78028, the receipt and sufficiency of which is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee an easement and right-of-way for public street and public utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets, sidewalks, signal equipment, public utilities, and all improvements and appurtenances related thereto (collectively, "the Easement Purposes") and deemed necessary by Grantee, on, over, under, and through all that certain real property located in the County of Dallas, State of Texas, described as follows:

A fifty foot (50') wide public street right-of-way and general public utility easement consisting of an approximately 78,943 square feet of land within the City of Kerrville, Kerr County, Texas; said easement being more particularly described and depicted in Exhibit A, attached hereto and made a part hereof for all purposes (the "Easement").

The Easement is subject to the following terms and provisions:

1. Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right to clear the Easement of brush and timber, and the right of egress from and ingress to the Easement.
2. Grantor shall have the right to fully use and enjoy the Easement for any purpose which

shall not interfere with the rights herein granted to Grantee. Such use includes the right of Grantee to use the area within the Easement for right of way purposes. Grantor agrees not to interfere with Grantee's ability to use or maintain the Easement for any of the authorized purposes provided for herein. Interference includes but is not limited to physically modifying the Easement such as altering topography, installing fences, structures, rockeries, walls, or similar improvements which would prevent or limit access to the Easement; planting of difficult to restore landscaping; piling or the storage of dirt, trash, garbage, debris, or other materials; however, nothing herein shall serve to prevent Grantor from using the property which is subject to the Easement, or any part thereof, as a private roadway, or from dedicating said property, or any part thereof, to a public authority for use as a public roadway. Grantor, upon the receipt of written notice from the Grantee, shall remove any cited interference from the Easement which prevents proper use of the Easement for the purpose intended herein. Grantee may grant written permission to the Grantor to physically modify the Easement upon receipt of written request.

3. This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
4. Grantee, its successors, and assigns shall enjoy the rights, benefits and privileges herein conveyed until relinquished and released by written instrument executed by the Grantee.

TO HAVE AND TO HOLD the Easement, together with all the rights and appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

WITNESS THE EXECUTION HEREOF on this _____ day of _____, 2018.

GRANTOR:

Medina River Estates, LLC,
a Texas limited liability company

By: _____
Charles E. Cammack, Manager

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of May, 2018, by Charles E. Cammack, as Manager of Medina River Estates, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Mark L. McDaniel, City Manager

AFTER RECORDING RETURN TO:

City of Kerrville, Texas
Office of City Secretary
City of Kerrville, Texas
City Hall, 701 Main Street
Kerrville, Texas 78028

50-FOOT WIDE PUBLIC STREET RIGHT OF WAY
AND GENERAL UTILITY EASEMENT

A 50 - foot wide proposed Public Street Right of Way and General Utility Easement lying in and being a portion of that certain 225.69-acre parcel conveyed from 2HM Real Estate Company, LLC to Medina River Estates, LLC in Document # 18-00421, O.P.R. of Kerr County, Texas being more particularly described by Metes and Bounds as follows:

Beginning at a found Texas Department of Transportation brass disc in concrete on the East Right of Way of State Highway 16 and the Southwest corner of said 225.69-acre parcel, lying partially in the Nathaniel Hoyt Survey No. 147, Abstract No. 178 and partially in the John A. Southmayd Survey No. 148, Abstract No. 288, Kerr County, Texas;

Thence with the West Right of Way of said State Highway 16 and the West line of said 225.69-acre parcel, North 23 degrees 59 minutes 49 seconds West, a distance of 52.75 feet;

Thence leaving East Right of Way of said State Highway 16 and crossing into said 225.69-acre parcel, North 84 degrees 35 minutes 30 seconds East, a distance of 1606.68 feet to the Southeast line of said 225.69-acre parcel and the Northeast corner of the herein described Easement;

Thence with the Southeast line of said 225.69-acre parcel South 32 degrees 25 minutes West, a distance of 63.31 feet to the South line of said 225.69-acre parcel and the Southeast corner of the herein described parcel;

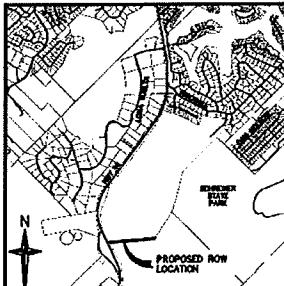
Thence with the South line of said 225.69-acre parcel, South 84 degrees 35 minutes 30 seconds West, a distance of 1551.02 feet to the Southwest corner and the Point of Beginning of the herein described Easement containing 78,943 square feet or 1.812 acres of land.



Saul V. Castillo, RPLS 6192
06-26-2018



PROPOSED 50 FT PUBLIC R.O.W. EASEMENT EXHIBIT



VICINITY MAP
1"=5000

225.69 ACRES
MEDINA RIVER ESTATES, LLC
01-23-2018
FILE NO. 18-00421

NATHANIEL HOYT NO. 147
JOHN A. SOUTHMAID NO. 148

STATE HIGHWAY
16

N 23°59'49" W
52.75'

S 32°25'48" W
63.31'

PROPOSED 50-FOOT WIDE
PUBLIC STREET RIGHT OF WAY AND GENERAL
UTILITY EASEMENT

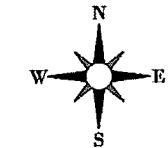
REMAINDER
241.93 ACRES
TRACT 1
TUSCANY LAND, LTD
11-06-2002
VOL. 1219 PG. 173

<u>LEGEND</u>	
PATTERN LINE	— — —
PROPERTY LINES	— - -
PROPOSED R.O.W.	— - - -



I, the undersigned, do hereby certify that this
Exhibit correctly represents a survey made upon
the ground of the property in the month of June
2018 under my direct supervision, and is true and
correct to the best of my knowledge and belief.

Saul V. Castillo
06-27-2018
Saul V. Castillo, RPLS 6192



PROJECT: WES: 17-42 SCALE: 1" = 300' SHEET NO. 1 of 1

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ROW Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC RIGHT-OF-WAY EASEMENT

**THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF KERR §**

That **MEDINA RIVER ESTATES, LLC**, a Texas limited liability company ("Grantor"), and owner of the real property described herein, whose address is 13300 Old Blanco Road, Suite 321, San Antonio, Texas 78216, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by the **CITY OF KERRVILLE, TEXAS** ("Grantee"), a Texas home rule municipality, whose address is 701 Main Street, Kerrville, Texas, 78028, the receipt and sufficiency of which is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee an easement and right-of-way for public street and public utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets, sidewalks, signal equipment, public utilities, and all improvements and appurtenances related thereto (collectively, "the Easement Purposes") and deemed necessary by Grantee, on, over, under, and through all that certain real property located in the County of Dallas, State of Texas, described as follows:

A public right-of-way easement consisting of an approximately 6,214 square feet of land within the City of Kerrville, Kerr County, Texas; said easement being more particularly described and depicted in Exhibit A, attached hereto and made a part hereof for all purposes (the "Easement").

The Easement is subject to the following terms and provisions:

1. Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right to clear the Easement of brush and timber, and the right of egress from and ingress to the Easement.
2. Grantor shall have the right to fully use and enjoy the Easement for any purpose which shall not interfere with the rights herein granted to Grantee. Such use includes the right of Grantee to use the area within the Easement for right of way purposes. Grantor agrees not to interfere with Grantee's ability to use or maintain the Easement for any of the authorized

purposes provided for herein. Interference includes but is not limited to physically modifying the Easement such as altering topography, installing fences, structures, rockeries, walls, or similar improvements which would prevent or limit access to the Easement; planting of difficult to restore landscaping; piling or the storage of dirt, trash, garbage, debris, or other materials; however, nothing herein shall serve to prevent Grantor from using the property which is subject to the Easement, or any part thereof, as a private roadway, or from dedicating said property, or any part thereof, to a public authority for use as a public roadway. Grantor, upon the receipt of written notice from the Grantee, shall remove any cited interference from the Easement which prevents proper use of the Easement for the purpose intended herein. Grantee may grant written permission to the Grantor to physically modify the Easement upon receipt of written request.

3. This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
4. Grantee, its successors, and assigns shall enjoy the rights, benefits and privileges herein conveyed until relinquished and released by written instrument executed by the Grantee.

TO HAVE AND TO HOLD the Easement, together with all the rights and appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

WITNESS THE EXECUTION HEREOF on this _____ day of _____, 2018.

GRANTOR:

Medina River Estates, LLC,
a Texas limited liability company

By: _____
Charles E. Cammack, Manager

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of May, 2018, by Charles E. Cammack, as Manager of Medina River Estates, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Mark L. McDaniel, City Manager

AFTER RECORDING RETURN TO:

City of Kerrville, Texas
Office of City Secretary
City of Kerrville, Texas
City Hall, 701 Main Street
Kerrville, Texas 78028

PUBLIC RIGHT OF WAY EASEMENT

Commencing at the South corner of Lot 4, Block "H" of Riverhill No. 1, as recorded in Volume 4, Page 22, of Official records of Kerr County, Texas

Thence with the West Right of Way of Ridgewood Lane as shown on said Plat of Riverhill Estates No. One, South 12 degrees 35 minutes 49 seconds West, a distance of 59.91 feet to a Point of Curvature on the said West Right of way of Ridgewood Lane;

Thence continuing with said West Right of Way of Ridgewood Lane, along the arc of a curve to the left, having a radius of 227.15 feet, a distance of 29.27 feet to the Point of Beginning of the herein described Right of Way Easement, said Point of Beginning also being the cusp of a curve to the left, having a radius of 50.00 feet, a central angle of 180 degrees 00 minutes 00 seconds, and whose center bears South 33 degrees 23 minutes 56 seconds West;

Thence along the arc of said curve to the left, a distance of 157.08 feet to the end of said curve and to the Northwest Right of Way of said Ridgewood Lane;

Thence with the Northwest Right of Way of said Ridgewood Lane, South 44 degrees 59 minutes 18 seconds West, a distance of 40.00 feet;

Thence South 44 degrees 58 minutes 16 seconds East, a distance of 50.00 feet to the Southeast Right of Way of said Ridgewood Drive and the Point of Terminus of the herein described Right of Way Easement, containing 6,214 square feet or 0.143 acres of land.



Saul V. Castillo, RPLS 6192
06-26-2018

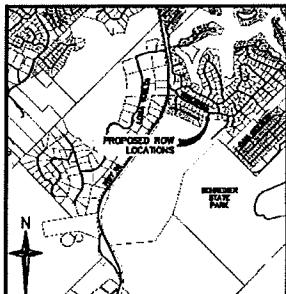


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PHONE: 830.928.9889
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211 GOLDEN VALLEY
KERRVILLE, TX 78028

PROPOSED PUBLIC R.O.W. EXHIBIT



VICINITY MAP
1"=5000

225.69 ACRES
MEDINA RIVER ESTATES, LLC
01-23-2018
FILE NO. 18-00421

$L=29.27$
 $R=227.15$

$L=157.08$
 $R=50.00$

$L=100.83$
 $R=227.15$

L_1

L_2

L_3

RIVERHILL
ESTATES No. 3
VOL. 4 PG. 114

2

3

NOTE* LINE TABLE DENOTES
EASEMENT CENTERLINE COURSES

L_1	$S33^{\circ} 23' 56''W$	50.00
L_2	$S44^{\circ} 59' 18''W$	40.00
L_3	$S44^{\circ} 58' 16''E$	50.00

LEGEND

PROPERTY LINES -----
PROPOSED R.O.W. - - - - -



I, the undersigned, do hereby certify that this Exhibit correctly represents a survey made upon the ground of the property in the month of June 2018 under my direct supervision, and is true and correct to the best of my knowledge and belief.

Saul V. Castillo
Saul V. Castillo, RPLS 6192

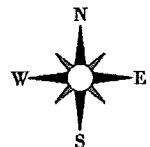
06-27-2018

PROJECT: WES: 17-42
SCALE: 1" = 50'
SHEET NO. 1 of 1

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KERRVILLE, TX 78028

830-928-9889
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FIRM # 10194410

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ROW Easement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC RIGHT-OF-WAY EASEMENT

**THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF KERR §**

That **MEDINA RIVER ESTATES, LLC**, a Texas limited liability company ("Grantor"), and owner of the real property described herein, whose address is 13300 Old Blanco Road, Suite 321, San Antonio, Texas 78216, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, paid by the **CITY OF KERRVILLE, TEXAS** ("Grantee"), a Texas home rule municipality, whose address is 701 Main Street, Kerrville, Texas, 78028, the receipt and sufficiency of which is hereby acknowledged, has DEDICATED, GRANTED, SOLD AND CONVEYED, and by these presents does DEDICATE, GRANT, SELL AND CONVEY unto Grantee an easement and right-of-way for public street and public utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets, sidewalks, signal equipment, public utilities, and all improvements and appurtenances related thereto (collectively, "the Easement Purposes") and deemed necessary by Grantee, on, over, under, and through all that certain real property located in the County of Dallas, State of Texas, described as follows:

A public right-of-way easement consisting of an approximately 7,628 square feet of land within the City of Kerrville, Kerr County, Texas; said easement being more particularly described and depicted in Exhibit A, attached hereto and made a part hereof for all purposes (the "Easement").

The Easement is subject to the following terms and provisions:

1. Grantee shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right to clear the Easement of brush and timber, and the right of egress from and ingress to the Easement.
2. Grantor shall have the right to fully use and enjoy the Easement for any purpose which shall not interfere with the rights herein granted to Grantee. Such use includes the right of

Grantee to use the area within the Easement for right of way purposes. Grantor agrees not to interfere with Grantee's ability to use or maintain the Easement for any of the authorized purposes provided for herein. Interference includes but is not limited to physically modifying the Easement such as altering topography, installing fences, structures, rockeries, walls, or similar improvements which would prevent or limit access to the Easement; planting of difficult to restore landscaping; piling or the storage of dirt, trash, garbage, debris, or other materials; however, nothing herein shall serve to prevent Grantor from using the property which is subject to the Easement, or any part thereof, as a private roadway, or from dedicating said property, or any part thereof, to a public authority for use as a public roadway. Grantor, upon the receipt of written notice from the Grantee, shall remove any cited interference from the Easement which prevents proper use of the Easement for the purpose intended herein. Grantee may grant written permission to the Grantor to physically modify the Easement upon receipt of written request.

3. This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
4. Grantee, its successors, and assigns shall enjoy the rights, benefits and privileges herein conveyed until relinquished and released by written instrument executed by the Grantee.

TO HAVE AND TO HOLD the Easement, together with all the rights and appurtenances thereto in anywise belonging unto the said public generally for the purposes hereinabove recited.

WITNESS THE EXECUTION HEREOF on this _____ day of _____, 2018.

GRANTOR:

Medina River Estates, LLC,
a Texas limited liability company

By: _____
Charles E. Cammack, Manager

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of May, 2018, by Charles E. Cammack, as Manager of Medina River Estates, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

APPROVED AND ACCEPTED:

Mark L. McDaniel, City Manager

AFTER RECORDING RETURN TO:

City of Kerrville, Texas
Office of City Secretary
City of Kerrville, Texas
City Hall, 701 Main Street
Kerrville, Texas 78028

PUBLIC RIGHT OF WAY EASEMENT

Beginning at the Southwest corner of Lot 1, Block "H" of Riverhill Estates No. One, and The East Right of Way of Hickory Hills Drive, as recorded in Volume 4, Page 22, of Official records of Kerr County, Texas, said Point of Beginning also being a cusp of a curve to the right, having a radius of 50.00 feet, a central angle of 300 degrees 00 minutes 24 seconds and whose radius bears South 45 degrees 22 minutes 49 seconds West;

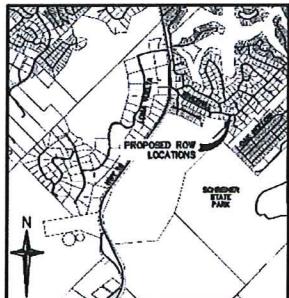
Thence with the arc of said curve to the right, a distance of 261.81 feet to the West Right of Way of said Hickory Hills Drive and the Point the Point of Terminus of the herein described Right of Way Easement, containing 7,628 square feet or 0.175 acres of land.



Saul V. Castillo, RPLS 6192
06-26-2018



PROPOSED PUBLIC R.O.W. EXHIBIT



VICINITY MAP
1"=5000'

RIVERHILL
ESTATES No. 1
BLOCK "D"
VOL. 4 PG. 22

8

HICKORY HILLS

RIVERHILL
ESTATES No. 1
BLOCK "H"
VOL. 4 PG. 22

1

L=261.81
R=50.00

NOTE* LINE TABLE DENOTES
EASEMENT CENTERLINE COURSES

L1 S45° 22' 49"W 50.00

LEGEND

PROPERTY LINES -----
PROPOSED R.O.W. -----

225.69 ACRES
MEDINA RIVER ESTATES, LLC
01-23-2018
FILE NO. 18-00421



I, the undersigned, do hereby certify that this
Exhibit correctly represents a survey made upon
the ground of the property in the month of June
2018 under my direct supervision, and is true and
correct to the best of my knowledge and belief.

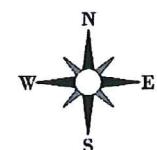
Saul V. Castillo

06-27-2018

Saul V. Castillo, RPLS 6192

WELLBORN ENGINEERING
& SURVEYING
211 GOLDEN VALLEY
KERRVILLE, TX 78028

830-928-9889
wellbornengineering.com
FIRM # 10194410



PROJECT: WES: 17-42 SCALE: 1" = 50' SHEET NO. 1 of 1

WELLBORN
ENGINEERING &
SURVEYING

Exhibit F
Memorandum of Agreement

MEMORANDUM OF DEVELOPMENT AGREEMENT

This Memorandum of Development Agreement (“**Memorandum**”) is executed effective as of _____, 2018 (“Effective Date”), by **CITY OF KERRVILLE, TEXAS**, a home-rule municipal corporation, acting by and through its duly authorized City Manager (the “City”), and **MEDINA RIVER ESTATES, LLC**, a Texas limited liability company (“MRE”). By executing this Memorandum and recording it in the Official Public Records of Kerr County, Texas, the City and MRE hereby give notice of the existence of the documents, agreements and transactions referenced herein as they relate to the real property described below.

1. MRE is the owner of approximately 225.86 acres of real property located within the city limits of Kerrville, Texas in Kerr County, Texas, said property being more particularly described in **Exhibit “A”** (the “**MRE Tract**”) attached hereto and incorporated herein.

In connection with the MRE Tract, the City and MRE entered into that certain Development Agreement dated on or about _____, 2018 (the “Agreement”).

2. The Agreement addresses certain matters between the parties, including without limitation the following matters which are generally stated below and which are addressed with greater detail in the Agreement:

- a. waivers and exemptions of the MRE Tract from certain City rules and regulations;
- b. provisions regarding water service to the MRE Tract and design of water infrastructure;
- c. provisions regarding water and wastewater easements granted by MRE to the City;
- d. provisions regarding building permits for houses built on the MRE Tract;
- e. provisions regarding a right-of-way easement granted by MRE to the City; and
- f. any other matters stated therein.

3. This Memorandum is executed by the City and MRE for the sole purpose of giving public notice of the existence of the foregoing described Agreement and the documents, agreements and transactions referenced and described in this Memorandum. This Memorandum

has the additional purpose of notifying all parties who take an interest in the MRE Tract after the time at which this Memorandum is recorded that such parties shall be bound by the terms of the Agreement as successors in interest, assignees, or otherwise acquiring an ownership interest in such property. This Memorandum is not intended to create any greater rights or impose any greater obligations than may currently exist or may hereafter exist under the terms of the Agreement, and the terms and conditions set forth therein shall govern the rights and obligations of the City and MRE, regardless of the terms as set forth herein.

4. If, in the future, the rights and interests of the parties hereto with respect to the Agreement should change, the City and MRE, their heirs, successors and assigns, agree to execute and record in the Official Public Records of Kerr County, Texas, a mutually acceptable document evidencing the changed conditions or circumstances.

5. This Memorandum may be executed in any number of counterparts, each of which is an original and all of which constitute one and the same document. It is not necessary that the signature or acknowledgment of, or on behalf of, any party appear on each counterpart. All counterparts collectively constitute one instrument. It is not necessary in making proof of this Memorandum to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of, or on behalf of, all of the parties hereto.

[signature pages follow]

EXECUTED as of the Effective Date.

The City:

City of Kerrville, Texas,
a home-rule municipal corporation

By: _____
Mark McDaniel, City Manager

Date: _____, 2018

THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Mark McDaniel, the City Manager, of City of Kerrville, Texas, a home-rule municipal corporation.

Notary Public, State of Texas

MRE:

Medina River Estates, LLC,
a Texas limited liability company

By: Charles E. Cammack, Manager

Date: _____, 2018

THE STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2018, by
Charles E. Cammack, Manager of Medina River Estates, LLC, a Texas limited liability company,
on behalf of said limited liability company.

Notary Public Signature

(Seal)

RECORDING REQUESTED AND WHEN RECORDED MAIL TO:

Z:\Open Files\Cammack, Charles - File No. 2492\Memorandum of Agreement wpm 062418.doc

EXHIBIT A

Metes and Bounds of the MRE Tract

Being all of a certain tract or parcel of land comprising, approximately, 184.63 acres out of Nathaniel Hoyt Survey No. 147, Abstract No. 178, and 41.01 acres out of John A. Southmayd Survey No. 148, Abstract No. 288, in the City of Kerrville, Kerr County, Texas; parts of 669.14 acres conveyed as Tract I and 40.52 acres conveyed as Tract II to Tuscany Land, Ltd. from Robert Keeble, et al, by a General Warranty Deed executed the 6th day of September, 2002 and recorded in Volume 1219 at Page 173 of the Real Property Records of Kerr County, Texas; and being more particularly described by metes and bounds as follows (record calls shown in parentheses):

Beginning at a $\frac{1}{2}$ " iron stake found in the southeast right-of-way line of State Highway No. 16 for the northwest corner of the herein described tract and said 669.14 acres, the southwest corner of Block No. 1 of Riverhill No. 11, the replat of which is recorded in Volume 6 at Page 350 of the Plat Records of Kerr County, Texas; which point bears 8791.6 ft. N.21°37'07"W. from a $\frac{1}{2}$ " iron stake found in a stone mound at the east corner of Mrs. Alliwees Clark Survey No. 393; Abstract No. 101;

THENCE, with the northeast line of said 669.14 acres, each point marked with a found $\frac{1}{2}$ " iron stake unless stated otherwise: with the south line of said Block 1, S.71°49'28"E. 305.07 ft. (S.71°50'28"E. 305.00 ft.) to the southeast corner of said Block 1; with the east line of said Block 1, N.18°03'56"E. 50.00 ft. (N.18°09'32"E. 50.00 ft.) to the southerly terminus of the west right-of-way line of Green Tree Lane, a sixty (60) ft. wide public street; with the south right-of-way line of said Green Tree Lane, S.81°49'40"E. 60.91 ft. (S.81°45'48"E. 60.91 ft.) to a $\frac{1}{2}$ " iron stake set at the southerly terminus of the east right-of-way line of said Green Tree Lane, in the west line of Block 2; with the west line of said Block 2, S.18°03'56"W. 50.00 ft. (S.18°09'32"W. 50.00 ft.) to the southwest corner of said Block 2; with the south line of said Block 2, S.71°50'19"E. 162.65 ft. (S.71°50'28"E. 162.75 ft.) and S.62°50'45"E. at 221.5 ft. passing a fence cornerpost, then along a fence for a total distance of 466.07 ft. (S.62°51'17"E. 466.07 ft.) to a $\frac{1}{2}$ " iron stake found at a cornerpost at the south corner of Lot No. 14 in the northwest line of Lot No. 13R, the replat of which is recorded in Volume 6 at Page 384 of the Plat Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 669.14 acres and said Lot No. 13R, S.27°01'06"W. 59.85 ft. (S.27°08'43"W. 60.00 ft.) to a $\frac{1}{2}$ " iron stake found at a cornerpost for a reentrant corner of the herein described tract, the west corner of said Lot No. 13R; S.62°51'33"E. 221.79 ft. (S.62°51'17"E. 221.85 ft.) to a $\frac{1}{2}$ " iron stake found at an anglepost; and S.71°09'40"E. 30.48 ft. (S.73°12'01"E. 30.58 ft.) to a $\frac{1}{2}$ " iron stake found at a cornerpost at the south corner of said Lot No. 13R, the easterly common corner of said 669.14 acres and said 40.52 acres, the west corner of 0.08 acre conveyed to F. O'Neil Griffin Issue GST for Richard Griffin from Robert Keeble, et al, by a General Warranty Deed executed the 13th day of March, 2000 and recorded in Volume 1063 at Page 736 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence upon, over and across said 40.52 acres: with the southwest line of said 0.08 acre, S.73°09'12"E. 63.26 ft. (S.73°12'01"E. 63.15 ft.) to a $\frac{1}{2}$ " iron stake found at a cornerpost for a reentrant corner of the herein described tract, the south corner of said 0.08 acre; and with the southeast line of said 0.08 acre, N.16°59'24"E. 59.28 ft. (N.17°08'54"E. 59.02 ft.) to a $\frac{1}{2}$ " iron stake found at a cornerpost at the east corner of said 0.08 acre, the south corner of Lot No. 12, Block No. 2, a reentrant corner of said 40.52 acres;

THENCE, with the common line between said 40.52 acres and said Block No. 2, N.17°11'54"E, along a fence, at 167.2 ft. passing an anglepost, then not along a fence, at 186.6 ft. passing a cornerpost, then again along a fence, at 309.1 ft. passing an anglepost, then not along a fence for a total distance of 349.78 ft. (N.17°08'54"E, 350.00 ft.) to a $\frac{1}{4}$ " iron stake found near a fence at the northerly common corner of said 40.52 acres and said Block No. 2, in the southwest line of Lot No. 8 in Block "D" of Riverhill Estates No. One, the plat of which is recorded in Volume 4 at Pages 22 and 23 of the Plat Records of Kerr County, Texas;

THENCE, with the common line between said 40.52 acres and said Riverhill Estates No. One, each point marked with a found $\frac{1}{4}$ " iron stake: with the south line of said Lot No. 8 in Block "D", S.73°12'44"E, 124.81 ft. (S.73°12'01"E, 125.00 ft.) to the southeast corner of said Lot No. 8 at the southerly terminus of the west right-of-way line of Hickory Hills Drive, a fifty (50) ft. wide public street; with the south right-of-way line of said Hickory Hills Drive, S.74°38'21"E, 50.07 ft. (S.74°37'02"E, 50.02 ft.) to the southwest corner of Lot No. 1 in Block "H" at the southerly terminus of the east right-of-way line of said Hickory Hills Drive; with the south line of said Lot No. 1, S.73°24'34"E, 190.65 ft. (S.73°22'07"E, 190.74 ft.) to the southerly common corner of Lots No. 1 and No. 2; and with the south line of Lots No. 2, No. 3 and No. 4 in said Block "H", S.83°46'15"E, 457.08 ft. (S.83°46'05"E, 457.09 ft.) to a $\frac{1}{4}$ " iron stake found for the northeast corner of the herein described tract and said 40.52 acres, the southeast corner of said Lot No. 4 in Block "H", in the west right-of-way line of Ridgewood Lane, a fifty (50) ft. wide public road easement as dedicated by said subdivision plat;

THENCE, with the northeast line of said 40.52 acres: with the west right-of-way line of said Ridgewood Lane, S.12°29'46"W, 60.06 ft. (S.12°30'28"W, 60.08 ft.) to a $\frac{1}{4}$ " iron stake found at the beginning of a 25°13'32" curve concave to the west having a radius of 227.15 ft. (227.15 ft.), and 27.95 ft. (28.05 ft.) with an arc of said 25°13'32" curve subtended by a central angle of 07°03'02" (07°04'31") [long chord = S.16°16'25"W, 27.93 ft. (S.16°16'25"W, 28.03 ft.)] to a $\frac{1}{4}$ " iron stake set at its end at the southerly terminus of the west right-of-way line of said Ridgewood Lane; and with the southerly end of said Ridgewood Lane, S.70°12'03"E, 30.00 ft. (S.70°11'20"E, 30.00 ft.) to a $\frac{1}{4}$ " iron stake set in the east right-of-way line of said Ridgewood Lane, the northwest line of Lot No. 2 in Block "M" of Riverhill Estates No. Three, the replat of which is recorded in Volume 4 at Page 114 of the Plat Records of Kerr County, Texas;

THENCE, with the common line between said 40.52 acres and said Lot No. 2; 121.66 ft. (121.66 ft.) with an arc of a 20°40'29" curve concave to the west having a radius of 277.15 ft. (277.15 ft.) [long chord = S.32°22'29"W, 120.69 ft. (S.32°23'12"W, 120.69 ft.)] to a $\frac{1}{4}$ " iron stake found at its end; and S.44°57'01"W, 98.46 ft. (S.44°57'44"W, 98.43 ft.) to a $\frac{1}{4}$ " iron stake found at the westerly common corner of Lots No. 2 and No. 3 for a reentrant corner of the herein described tract and said 40.52 acres;

THENCE, with the common line between said 40.52 acres and said Block "M", each point marked with a found $\frac{1}{4}$ " iron stake: with the southwest line of said Lot No. 3, S.49°22'53"E, 180.02 ft. (S.49°21'57"E, 179.91 ft.) to the southwesterly common corner of Lots No. 3 and No. 4; with the southwest line of said Lot No. 4, S.49°23'27"E, 199.67 ft. (S.49°26'00"E, 199.73 ft.) to the southwesterly common corner of Lots No. 4 and No. 5; and with the southwest line of said Lot No. 5, S.49°12'32"E, 78.20 ft. (S.49°08'29"E, 78.04 ft.) to the south corner of said Lot No. 5 for the most easterly corner of the herein described tract and said 40.52 acres, in a fence along the northwest line of 8.57 acres conveyed to David R. Wilson from Kenneth L. Crenet

by a Cash Warranty Deed executed the 12th day of October, 2001 and recorded in Volume 1149 at Page 121 of the Real Property Records of Kerr County, Texas;

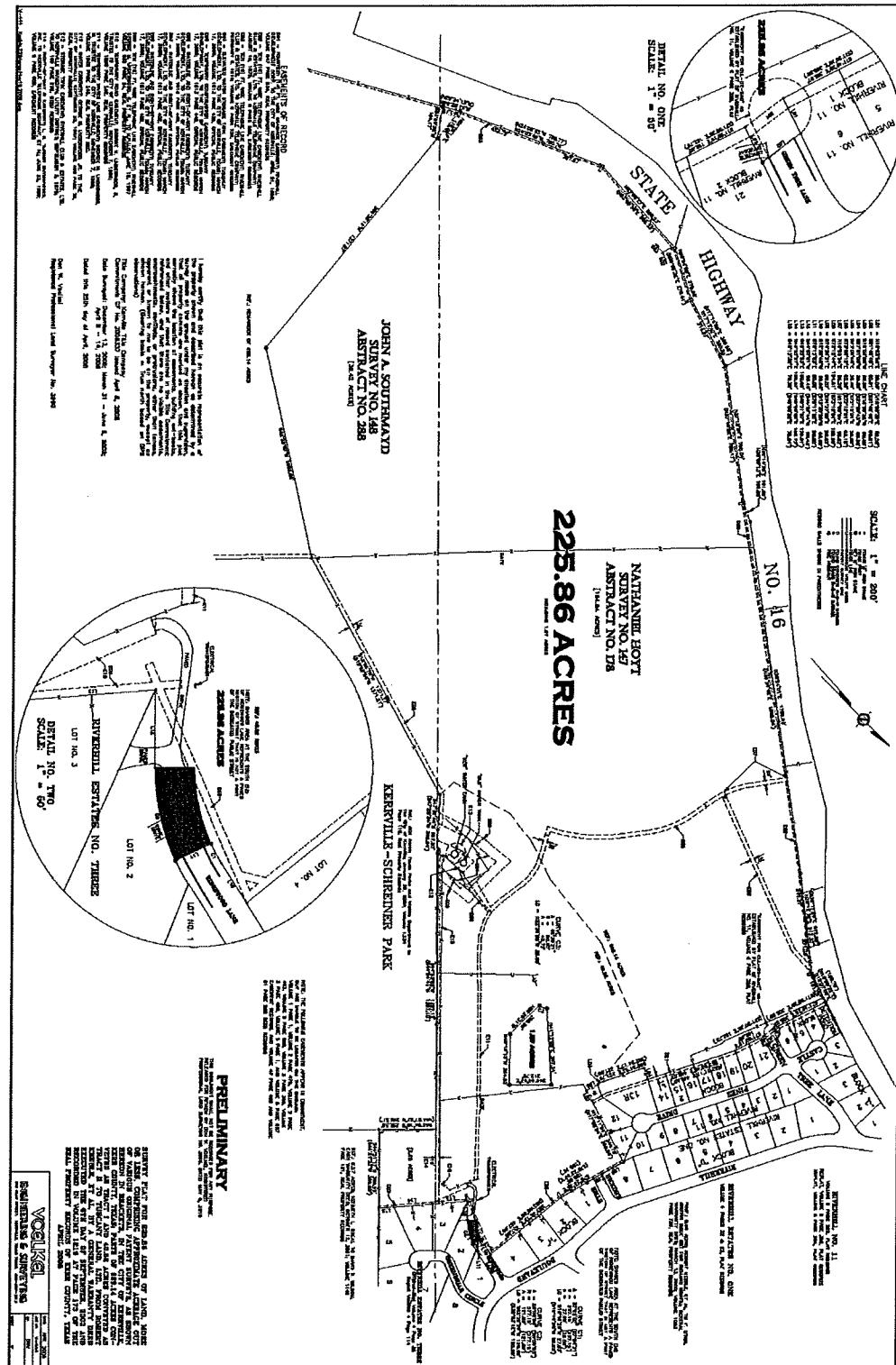
THENCE, along a fence with the common line between said 40.52 acres and said 8.57 acres, S.44°51'12"W. 398.59 ft. (S.44°51'33"W. 399.05 ft.) to a $\frac{1}{4}$ " iron stake found at a three-way cornerpost at the west corner of said 8.57 acres in the northeast line of 500 acres conveyed to the City of Kerrville from the Texas Parks and Wildlife Department by a Deed executed the 29th day of January, 2004 and recorded in Volume 1334 at Page 43 of the Real Property Records of Kerr County, Texas;

THENCE, along a fence with the common line between said 40.52 acres and said 500 acres; N.45°04'10"W. 292.50 ft. (N.44°57'23"W. 292.51 ft.) to a $\frac{1}{4}$ " iron stake found at a three-way cornerpost for a northerly corner of said 500 acres, a reentrant corner of the herein described tract and said 40.52 acres; S.44°53'05"W. 1397.12 ft. (S.44°54'41"W. 1397.10 ft.) to an anglepost; and S.47°39'40"W. 297.03 ft. (S.47°28'34"W. 296.94 ft.) to an anglepost at the easterly common corner of said 40.52 acres and said 669.14 acres;

THENCE, along a fence with the common line between said 669.14 acres and said 500 acres, S.15°56'25"W. 1371.27 ft. (S.15°59'54"W. 1371.21 ft.) to an anglepost at the most westerly corner of said 500 acres;

THENCE, upon, over and across said 669.14 acres; S.32°25'57"W. 1092.88 ft. to a $\frac{1}{2}$ " iron stake set for the southeast corner of the herein described tract; and S.04°28'14"W., at 1371.87 ft. passing a $\frac{1}{4}$ " iron stake set for reference, then continuing for a total distance of 1550.53 ft. to a brass disc right-of-way marker found for the southwest corner of the herein described tract in a fence along the southwest line of said 669.14 acres, the northeast right-of-way line of said State Highway No. 16;

THENCE, along a fence with the west line of said 669.14 acres, the east right-of-way line of said State Highway No. 16, each point marked with a found concrete right-of-way marker unless stated otherwise: N.24°03'48"W., at 452.79 ft. passing a found concrete right-of-way marker, then continuing for a total distance of 780.76 ft. (N.24°02'55"W. 780.77 ft.); N.03°08'27"E. 559.23 ft. (N.03°09'29"E. 559.23 ft.); N.26°54'50"E. 275.58 ft. (N.26°55'32"E. 275.41 ft.); N.17°13'42"E., at 314.97 ft. passing a found concrete right-of-way marker, then continuing for a total distance of 380.54 ft. (N.17°14'05"E. 380.65 ft.); N.37°15'25"E. 700.04 ft. (N.37°16'02"E. 700.17 ft.); N.26°09'13"E. 101.86 ft. (N.26°14'28"E. 101.69 ft.); N.36°24'01"E. 1799.95 ft. (N.36°24'42"E. 1800.04 ft.); N.38°12'35"E., at 241.27 ft. passing a found concrete right-of-way marker, then continuing for a total distance of 512.33 ft. (N.38°12'59"E. 512.29 ft.) to a found brass disc right-of-way marker; and N.18°07'08"E., at approximately 137 ft. passing a cornerpost, then not along a fence for a total distance of 161.05 ft. (N.18°09'32"E. 160.79 ft.) to the PLACE OF BEGINNING containing 225.69 acres of land, more or less, within these metes and bounds.





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

SUBJECT: Authorize execution of a contract for the Water Treatment Plant Clarifier Equipment with WesTech Engineering, Inc. in the amount of \$513,852.00.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/3/2018

SUBMITTED BY: Kyle Burow
Director of Engineering

EXHIBITS: WTP Clarifier Equipment_Received Bids
WTP Clarifier Equipment_Recommendation Letter

Expenditure Required: \$513,852.00	Current Balance in Account: \$1,435,765.87	Amount Budgeted: \$1,500,000.00	Account Number: 71-7100-2500 Project: 71-17002
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PAYMENT TO BE MADE TO: WesTech Engineering, Inc.
3665 South West Temple
Salt Lake City, UT 84115

Kerrville 2050 Item?	Yes: <input type="checkbox"/>	No:
Key Priority Area	N/A	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

The City of Kerrville has two water treatment plants, a Zenon Ultra Filtration Plant and a conventional water treatment plant. The current Water Master Plan ranked the rehabilitation of the clarifier at the conventional water treatment plant the most important Water Treatment Plant (WTP) project over all. This project was first listed in the approved 2015 Community Investment Plan, and the funding for the design, engineering, and construction of the project was approved by the City Council in the FY 2017 Budget. The clarifier is a critical component. When taken offline, the conventional plant will not produce water. The conventional plant treats approximately 80% of the City's drinking water and has been in operation since the plant was built in 1979. Over the last 38 years many of the metal components within the clarifier have become corroded and are now structurally damaged or have simply worn out. These parts are no longer available and must be manufactured or fabricated prior to replacement which increases the City's operating cost and the down time while the components are being made and installed.

In April 2017, the City hired Freese and Nichols, Inc. (FNI) to design and specify the installation of new hardware within the clarifier. As part of the design process, information was provided by FNI pertaining to the delays due to the equipment purchase. The estimated delay from the approval of purchasing the equipment is approximately 6-8 months and FNI recommended that the equipment procurement be separated to expedite the construction phase. Documents were released for bidding for the equipment

procurement with three bids received on July 3, 2018 with Envirodyne Systems Inc. as the apparent low bid. After evaluation with FNI, Envirodyne Systems was not deemed an approved equal for the specified products for being a lower quality manufacturer and have been unsuccessful pertaining to equipment quality on previous projects. WesTech Engineering, Inc. was the next lowest bid and has been used on other City of Kerrville projects in addition to being a preapproved manufacturer for the project.

Staff recommends awarding the bid to WesTech Engineering, Inc. as the manufacturer to provide the equipment for the project in the amount of \$513,852.00. Additionally, the second bid package of the project will be bid at a later date and will consist of hiring a general contractor to perform the construction phase consisting of installation of the equipment to be purchased, perform electrical work, and other essential items necessary to complete the project.

RECOMMENDED ACTION:

Authorize execution of a contract for the purchase of the WTP Clarifier Equipment.

Project Name: WTP Clarifier Equipment Procurement

Engineering Number: PW#17-004

Bid Opening: July 3, 2018



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July 5, 2018

Stuart Barron
Director of Public Works
City of Kerrville
701 Main Street
Kerrville, TX 78028

Re: Water Treatment Plant Clarifier Rehabilitation
City of Kerrville Project No. C2017-16

Dear Mr. Barron:

The City of Kerrville received competitive sealed proposals for the above referenced project on July 3, 2018 at 3:00 p.m. at the City Secretary's office. Based on the evaluation criteria for the project Freese and Nichols (FNI) recommends that the Offeror who provides the best value for the Buyer as determined when considering the relative importance of the evaluation factors is WesTech Engineering, Inc. WesTech Engineering, Inc.'s total proposal price for the WTP Clarifier Equipment is \$513,852.

If you have any questions regarding this matter, please feel free to contact us.

Sincerely,

Mark Graves, P.E.
Mark.Graves@Freese.com
512-617-3193
Freese and Nichols, Inc.



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144



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

SUBJECT: Kerrville Sports Complex Improvement Projects

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 6/30/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: List of Projects

Expenditure Required: \$0	Current Balance in Account: N/A	Amount Budgeted: N/A	Account Number: N/A
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PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area Guiding Principle	P - Parks/Open Space/River Corridor P5 - Focus on enhancing/investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks	
Action Item	N/A	

SUMMARY STATEMENT:

On May 17, 2018, staff presented a prioritized list of projects to be considered for the remaining balance of the sports complex field house project to the Parks and Recreation Advisory Board. The purpose of these projects is to improve the maintenance operations and aesthetics of the complex in an effort to increase marketability. The board voted unanimously to support the recommended list of projects. The approximate total for the projects is \$248,500.

Included in the project list is the addition of two musco sports lights for the soccer fields. This will add additional field of play for evening soccer, in addition to having flexibility to protect the turf by alternating the field to prevent wear down of the goalmouths. Pursuant to the purchasing policy, all expenditures over \$50,000 must be approved by Council. The \$70,400 expenditure for the lights was approved by Council on June 12, 2018 and have been ordered.

The list of projects is attached. Staff will be proceeding with the projects and will bring any item over \$50,000 to council for purchasing approval.

RECOMMENDED ACTION:

Approve Parks and Recreation Advisory Board's recommendations.

Sports Complex Project Recommendations

The following is a prioritized list of projects to be considered for the remaining balance of the Kerrville Sports Complex project. The purpose of these projects is to improve the maintenance operations and aesthetics of the complex in an effort to increase marketability.

Item	Note	Estimated Cost
1. Pave maintenance road	Materials only, in-house project. Will also price out.	\$6,000
2. Soccer lights	Additional lights for soccer fields.	\$70,000
3. Common area irrigation / sod	Sod for "lanes" inside pods, not slopes. We would install irrigation on the slopes, but seed instead.	\$87,000
4. Fertigation system with building addition	Fertilization injection of fertilizers in the irrigation system.	\$20,000
5. Turf dugouts	Install artificial turf near high use areas of dugouts.	\$15,000
6. D-BAT sidewalk extensions	Add sidewalks.	\$18,500
7. Maintenance building extension	To cover equipment.	\$15,000
8. D-BAT irrigation	Sod / irrigate D-BAT building exterior.	\$10,000
9. Dedication plaque	Necessary purchase.	\$6,500
10. Soccer playscape	Optional*	\$50,000*
11. Monument sign	Re-work to include "Softball" on the monument sign. Optional*	\$5,000*
		Total: \$303,500

Total Project Balance = \$255,000

Total identified items (approximate) = \$303,500

Total identified items minus the two optional projects = \$248,500 (staff recommends this option).



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

SUBJECT: Waiver of perimeter sidewalk construction, per City Code Section 26-36(f) for property located at 1208 First Street

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/2/2018

SUBMITTED BY: Drew Paxton, Executive Director of Development Services

EXHIBITS: Area map

Expenditure Required: \$0	Current Balance in Account: N/A	Amount Budgeted: N/A	Account Number: N/A
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PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Key Priority Area Guiding Principle Action Item	Yes: <input type="checkbox"/>	No:
N/A		
N/A		
N/A		

SUMMARY STATEMENT:

The City of Kerrville Zoning Board of Adjustment approved a variance to the setback to allow the construction of a carport at 1208 First Street. Now a waiver to the sidewalk requirements established in the City's Code of Ordinances (Section 26-36) for the subject property is requested by the owner. The process to secure a waiver is as follows:

1. Administrative waiver – the city engineer may provide a waiver for all or a portion of the sidewalk only if he/she determines that adequate right-of-way does not exist to allow for the construction of a sidewalk.
2. Appeal to city council – should the city engineer deny a waiver request, the petitioner may then file an appeal to the city council. The city council may grant a waiver by considering the following:
 - a. Topographic restrictions such as slope, drainage structures, etc.;
 - b. Whether all property(s) adjacent to the subject property, whether or not the said property(s) is separated from the subject property by a public or private road, alley, or easement, is exempted from sidewalk construction by operation of the sidewalk code;
 - c. Whether all property(s) adjacent to the subject property(s) is developed property, whether or not separated from said subject property by a public

- or private road, alley, or easement, and does not have existing sidewalks as of the effective date of the sidewalk code; or
- d. If it is shown to the satisfaction of the city council that any of the requirements of the sidewalk code, if complied with, would work an undue hardship on the property owner, the requirements required by the sidewalk code would not be in the best interest and general welfare of the public and, that the intent of the sidewalk code was met by the granting of the requested waiver.

City of Kerrville Sidewalk Master Plan (2008)

In 2008, the City of Kerrville adopted the Sidewalk Master Plan. The purpose of the plan was to create a document that enabled the city to provide for alternative modes of transportation and to enhance pedestrian mobility between commercial developments and between residential areas and special points of interest, parks, schools, etc.

The Sidewalk Master Plan does not identify any streets below collector or arterial.

Existing Development/Conditions

The subject tract has adequate right-of-way width and therefore the administrative waiver was denied. The subject tract does not have topographic restrictions and is overall relatively flat. The properties adjacent to the subject tracts have not been exempted; however, the properties were developed prior to the effective date of the sidewalk code. There are no existing sidewalks within this block or adjacent blocks.

RECOMMENDED ACTION:

Approve the request for the sidewalk waiver.



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

SUBJECT: Resolution No. 26-2018 creating/appointing a "Property Maintenance" Committee.

AGENDA DATE OF: 7/10/2018

DATE SUBMITTED: 7/3/2018

SUBMITTED BY: Mayor Bill Blackburn

EXHIBITS: Resolution No. 26-2018

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area Guiding Principle	C - Community/Neighborhood Character and Place making C5 - Establish clear guidelines for code enforcement and zoning, educate the public on the value and importance of property maintenance, and focus on proactive code enforcement and maintaining minimum property standards	
Action Item	N/A	

SUMMARY STATEMENT:

This resolution will create and appoint a committee to provide guidance with property maintenance and pro-active code enforcement initiatives contained in the Kerrville 2050 Comprehensive Plan. It calls for each member of Council to appoint three members, one of which must have served on the Kerrville 2050 Steering Committee or one of the seven subcommittees. A listing of these individuals is attached to the Resolution. The Mayor will appoint the chair for this new committee.

RECOMMENDED ACTION:

Approve Resolution No. 26-2018.

Note: This is a separate committee from the one to be created in August, which will focus on providing guidance around a rewrite of development related codes.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 26-2018**

A RESOLUTION CREATING A COMMITTEE TO REVIEW THE KERRVILLE 2050 COMPREHENSIVE PLAN REGARDING THE ISSUES OF PROPERTY MAINTENANCE AND PROACTIVE CODE ENFORCEMENT AND AUTHORIZING COUNCIL TO MAKE APPOINTMENTS THERETO

WHEREAS, City Council has recently adopted *Kerrville 2050*, which is the new comprehensive plan for the City of Kerrville, Texas; and

WHEREAS, a portion of *Kerrville 2050* concerns goals and strategies with respect to the possible implementation of property maintenance standards and code enforcement activities; and

WHEREAS, in an effort to study and address these specific issues within *Kerrville 2050*, City Council believes it to be in the public interest to create a committee which will consider such issues and report its findings and conclusions to Council;

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

SECTION ONE. City Council hereby creates a committee to study the goals and strategies regarding the possible implementation of property maintenance standards and code enforcement activities found within *Kerrville 2050*.

SECTION TWO. City Council hereby authorizes each Councilmember, including the Mayor, to appoint three (3) persons to the committee, with the requirement that at least one of each Councilmember's appointments must include a person who was on the *Comprehensive Plan Steering Committee* or was a member of one of the seven subcommittees as indicated on the attachment found at **Exhibit A**.

SECTION THREE. The committee is subject to Resolution No. 31-2017 and the procedures established therein, to extent that the resolution does not conflict with anything herein.

SECTION FOUR. Each Councilmember may replace any one of his/her appointments should an appointee resign from the committee, fail to attend or participate in committee meetings, or for any other reason, without Council approval.

PASSED AND APPROVED ON this the _____ day of _____, A.D., 2018.

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Brenda Craig, City Secretary

➤ Acknowledgements

EXHIBIT "A"

Numerous individuals including City of Kerrville elected and appointed officials, city staff, members of the Comprehensive Plan Steering Committee (CPSC) and Subcommittees, groups and organizations, and key stakeholders provided knowledge, assistance, and insight throughout the process of developing the vision and plan components for the Kerrville 2050 Comprehensive Plan. Specific contributions of the following are greatly appreciated:

Comprehensive Plan Steering Committee

- Lynda Ables
- Fred Gamble
- Tom Moser - County Commissioner
- Danny Almond
- Sandra Garcia
- Allen Noah
- John Baker
- Karen Guerriero
- Don Barnett – Planning & Zoning Member
- Sarah Hammond-Distel
- Delayne Sigerman – City Council (since 5/15/2018)
- Leslie Barnett
- Garrett Harmon – Planning & Zoning Member
- Michael Sigerman – Planning & Zoning Member
- Leeland Barnes
- Ernesto Hernandez
- Mary Ellen Summerlin – City Council (thru 5/15/2018)
- George Baroody – City Council
- Thomas David Jones – Planning & Zoning Member
- Bill Blackburn – Mayor (since 5/15/2018)
- Ward Jones
- Amber Thomason
- Mark Bosma
- Walter Koenig
- Vincent Voelkel – City Council
- Ray Buck, Jr.
- Adrienne Krueger
- Robert "Bob" Waller – Steering Committee Chair, Planning & Zoning Member
- Linda Bullard
- Marty Lenard – Planning & Zoning Member
- Mike Wellborn
- James Craft
- Jonathan Letz - County Commissioner
- Bonnie White – Mayor (thru 5/15/2018)
- Elaine Dreeben
- Carolyn Lipscomb
- Tina Woods
- Warren Ferguson – City Council (thru 5/15/2018)
- Joe McKay
- Rustin Zuber – Planning & Zoning Member
- John Fleckenstein, II
- Charlie McCormick
- Charlie McIlvain
- Mark Foust

Comprehensive Plan Subcommittee

EXHIBIT "A"

ECONOMIC DEVELOPMENT

- Glenn Andrew
- Gregg Appel
- Kim Clarkson
- Gary Cooper
- Tom Houdeshell
- Dottie Johnson
- Jenny Jones
- Walt Koenig - Chair
- Terry Massey
- Kent McKinney
- Kyle Priour

MOBILITY (TRANSPORTATION)

- Clarice Amann
- Karen Burkett
- Mike Coward
- Dennis Ferguson
- Blair Geisler
- Roderigo Gonzalez
- Barry Hodkin
- Clay Lambert
- Jonathan Letz - Chair
- Lisa Nye-Saladin

NEIGHBORHOOD CHARACTER / PLACEMAKING

- Rodney Bacon
- Bill Blackburn
- Lindsey Blankenship
- Sharon Constantinides

- Ken Ellenwood
- Kimber Falkenburg
- Roman Garcia
- Sarah Hammond-Distel - Chair

WATER / WASTEWATER /

DRAINAGE

- David Barker
- Tara Bushnoe
- John Harrison
- John Junker
- Diane McMahon
- Mike Mecke
- Carl Meek
- Fred Speck
- Lee Voelkel
- Mike Welborn - Chair
- Gene Williams

PUBLIC FACILITIES & SERVICES

- D.R.Coleman
- Gary Dickson
- Kirk Griffin
- David Lipscomb
- Janet McKinney
- Alex Monroe
- Bill Morgan
- Tim Summerlin

- Kenneth Wilke
- Mike Wittler
- Tina Woods - Chair

DOWNTOWN REVITALIZATION

- Stephen Fine
- Stephen Foley
- Laura Fore
- Ed Hamilton
- Tom Hawkins
- Joe Herring
- T. David Jones - Chair
- Keri Kropp
- Clint Morris
- Bruce Stracke
- James Williamson

RIVER CORRIDOR / PARKS/ OPEN SPACES

- Rose Bradshaw
- Barbara Burton
- Frank Dunlap
- Karen Guerriero - Chair
- Preston Hardin
- Jim Leavell
- Mary Muse
- Greg Peschel
- Randy Purswell
- Ed Wallace
- Sharon Walling