KERRVILLE CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING, OCTOBER 9, 2018, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION:
Offered by Mayor Bill Blackburn.

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. 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:

3.A Purchase and remount of two (2) Type 1 Ambulances from Mac Haik Dodge Chrysler Jeep at a price not to exceed $293,000.

Attachments:

AB_Ambulance_purchase_remount.docx
Kerrville 502-BuyBoard.pdf
Kerrville 774-BuyBoard.pdf

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: October 5, 2018 at 3:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

__Cheryl Brown____
Interim City Secretary, City of Kerrville, Texas

3.B Minutes for the regular meetings held on August 28, 2018, September 11, 2018 and September 25, 2018; and the workshop held on September 18, 2018.
Attachments:

2018 0828.docx
2018 0911.docx
2018 0925.docx
2018 0918 Workshop.doc

3.C Authorize the execution of a construction contract with Dredgit Environmental Corporation for the WWTP Oxidation Ditch, Bid Package #2: Dredging and Solids Disposal project in an amount of $117,550.00.
Attachments:

AB_WWTP_Oxidation_Ditch_Pkg_2_Construction.docx
WWTP Oxidation Ditch Package 2_Received Bids.pdf
WWTP Oxidation Ditch Package 2_Recommendation Letter.pdf

3.D Ratification of emergency purchase to repair Meadowview Well.
Attachments:

AB_Emergency Purchase Well Repair.docx
Moys Water Well Drilling & Services invoice.pdf
Emergency Justification Form.pdf

3.E Economic Development Grant Agreement between the City of Kerrville, Texas and Fox Tank, Inc.
Attachments:

AB_Waive Fox Tank escort fee.docx
Fox Tank 380.pdf

3.F Ordinance 2018-30, amending Chapter 70 "Offenses and Miscellaneous Provisions", Article II "Electioneering at Polling Places", Section 70-42 "Definitions", to revise the definition of "Voting Period"; and to revise Section 70-43 "Regulations and Exceptions"; to continue to authorize the placement of political signs on City property and to allow such signs to remain through the duration of a voting period; containing a savings and severability clause; providing for penalties not to exceed $2,000.00; ordering publication; providing an effective date; and providing other matters related to the subject.
Attachments:

AB_Election-Signs.docx
Ordinance No. 2018-30.pdf

END OF CONSENT AGENDA

4. PUBLIC HEARINGS AND RESOLUTIONS:

4.A Resolution No. 41-2018 allowing a Conditional Use Permit for Personal Services I (a beauty parlor) on JA Tivy Addition Block 28 Lot 1 Pt and Pt of an alley, approximately 0.132 acres (1220 Broadway).
Attachments:

AB_1220_Broadway_CUP.docx

Resolution No. 41-2018.pdf
2018-056 - 1220 Broadway - Location Map.pdf

4.B Resolution No. 42-2018 granting a Conditional Use Permit for Lot 2-R, Block 1, Fritts Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and otherwise known as 601 Spur 100N; said property is located within the 29-E Zoning District; by permitting said property to be used for a manufactured home or manufactured housing; and making said permit subject to certain conditions and restrictions contained herein.
Attachments:

AB_VADogs_601Spur100_CUP.docx
Resolution No. 42-2018.pdf
Site Plan 4B.pdf
2018-054 - 601 Spur 100 - Location Map.pdf

5. PUBLIC HEARINGS AND ORDINANCES, FIRST READING

5.A Ordinance No. 2018-23, annexing 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, into the corporate limits of the City of Kerrville, Texas; said tract being located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; and addresses as 1515 Knapp Road S.; further describing the property to be annexed; adopting a service plan for the property annexed; and establishing the zoning for the property annexed.
Attachments:

AB_59_ac_Thompson_Dr_annexation-1st_reading.docx
Ordinance No. 2018-23.pdf
2018-23.pdf
Prelim Plat_revised.pdf

5.B Ordinance No. 2018-25, regarding the annexation of an approximate 5.335 acre tract of land, located within the William Watt Survey No. 65, Abstract No. 364, Kerr County, Texas, being generally located adjacent to State Highway 173, and part of the Comanche Trace Residential Subdivision, said tract also known as Comanche Trace Section 15; proposed zoning for the tract is Planned Development (Zoning) District to authorize single family residential.
Attachments:

AB_Comanche_Trace_Ph_15-annexation-1st_reading.docx
Ordinance No. 2018-25 with exhibits.pdf
Annex - Comanche Trace Phase 15 Map - v2.pdf

5.C Ordinance 2018-26, regarding the annexation of an approximate 3.669 acre tract of land, located within the J.D. Leavell Survey No. 1862, Abstract No. 1435, Kerr County, Texas; being known as 884 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District.
Attachments:

AB_884-Harper_Rd-annexation-1st_reading.docx
Ordinance No. 2018-26.pdf

884_Harper_Rd-Location_Map.pdf

5.D Ordinance No. 2018-27, annexing an approximate 3.669 acre tract of land out of the J.D. Leavell Survey No. 1862, Abstract No. 1435, into the corporate limits of the City of Kerrville, Texas; said tract being located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; and addressed as 884 Farm to Market Road 783 (Harper Road); further describing the property to be annexed; adopting a service plan for the property annexed; and establishing the zoning for the property annexed.

Attachments:

AB_874-Harper_Rd-annexation-1st_reading.docx
Ordinance No. 2018-27.pdf
874_Harper_Rd-Location_Map.pdf

5.E Ordinance No. 2018-28 amending the City's "Zoning Code" by changing the Zoning District for an approximate 0.28 acre tract of land; said tract being part of a 7.964 acre tract, generally located in the 300 block of Holdsworth Drive, North of the intersection of Holdsworth Drive and Norfolk Lane, and within the City of Kerrville, Kerr County, Texas; by removing the area from a Residential Cluster District (RC) and placing it within the 24-N Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); ordering publication; and providing other matters relating to the subject.

Attachments:

AB_300_Blk_Holdsworth_24-N_Zone_change.docx
Ordinance 2018-28.pdf
2018-057_-_300_Block_Holdsworth_Dr._-_Location_Map.pdf
overall survey.pdf
survey-.28 acres.pdf

6. CITY COUNCIL RECESS:

THE CITY COUNCIL WILL RECESS THE REGULAR MEETING TO CONVENE A MEETING OF THE TAX INCREMENT REINVESTMENT ZONE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER ONE, CITY OF KERRVILLE (see separate posted agenda).

THE KERRVILLE CITY COUNCIL WILL RECONVENE INTO REGULAR SESSION FOLLOWING THE MEETING OF THE TAX REINVESTMENT ZONE BOARD OF DIRECTORS.

7. ORDINANCES, FIRST READING:

7.A Ordinance No. 2018-24 approving a project and financing plan for Tax Increment Reinvestment Zone Number One, city of Kerrville, Texas; making various findings related to such plan; providing for severability and providing an effective date.

Attachments:

AB_Downtown TIRZ_Project and Finance Plan.docx
Ordinance No. 2018-24.pdf
TIRZ attachment.pdf

7.B Ordinance No. 2018-31, first reading, amending the budget for Fiscal Year 2018 to authorize the transfer of funds between different funds to account for a General Fund Balance; and to make other amendments as provided herein.
Attachments:

AB_First_Reading_FY2018 Budget Amendment.docx
Ordinance No. 2018-31.pdf
Attachment A - Budget Amendment Detail.pdf

7.C Ordinance No. 2018-29 authorizing the City Manager to execute a Special Warranty Deed for an approximate 0.078 acre tract of land out of the B.F. Cage Survey No. 116, Abstract No. 106, within the City of Kerrville, Kerr County, Texas; said property consists of part of the City Hall site, located at 701 Main Street (SH 27); authorizing the City Manager to take other reasonable and necessary action, if any, to convey the property, repealing all conflicting Ordinances, providing for severability and declaring an effective date.
Attachments:

AB_Ordinance_2018-29_Conveyance_of_property.docx
Ordinance 2018-29.pdf

8. ORDINANCE SECOND READING

8.A Ordinance No. 2018-22 amending in part Ordinance No. 99-18, as amended by adopting revised rate schedules for residential services, miscellaneous services, charges, distributed generation rider, power cost adjustment factor rider, outdoor area lighting, and a new community solar LMI household rider; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date.
Attachments:

AB_Second_Reading_KPUB_Rates.docx
Ordinance No. 2018-22.pdf
KPUB Rate Increase Presentation.pdf
KPUB Fee Resolution.pdf
KPUB Economic Development Rate.pdf
KPUB Proposed Fee Schedule.pdf
KPUB Rate Design Study.pdf
KPUB Cost of Service Study.pdf

9. CONSIDERATION AND POSSIBLE ACTION:

9.A Approval of the minutes for the regular City Council meeting held on August 14, 2018 was tabled at the August 28, 2018 meeting, due to requested revisions by Councilmember Baroody. The revisions have been made, and are attached.
Attachments:

AB_August_14_minutes.docx
2018 0814 A.docx
2018 0814 B.docx

9.B Professional Services Agreement with 6S Engineering, Inc. for the Pavement Master Plan Update in an amount of $88,800.00.
Attachments:

AB_Pavement_Management_Plan_Update.docx
6S Professional Service Agreement.pdf

10. CITY MANAGER'S REPORT

No questions or discussion may occur without an item being specifically posted.

11. ITEMS FOR FUTURE AGENDAS

12. 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.

12.A Annual City Attorney evaluation.

12.B Annual City Manager evaluation.

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

ADJOURNMENT.

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

SUBJECT: Purchase and remount of two (2) Type 1 Ambulances from Mac Haik Dodge Chrysler Jeep at a price not to exceed $293,000.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/2/2018

SUBMITTED BY: Fire Chief

EXHIBITS: Frazer – Quote #502-BuyBoard & Quote #774-BuyBoard

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$293,000	$1,263,000	$293,000	18-1800-5200

PAYMENT TO BE MADE TO: Mac Haik Dodge Chrysler Jeep

Kerrville 2050 Item?		Yes: ☐	No: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

The Fire Chief is requesting authorization from the City Council to award a contract for the purchase of two (2) 2018/19 Dodge Ram 4500, 6.7 diesel chassis and module remount of a Type 1 Ambulance from BuyBoard Quote #502-BuyBoard & Quote #774-BuyBoard. This contract was awarded to Frazer Ambulance Company through their licensed dealer, Mac Haik Dodge Chrysler Jeep. By contracting through BuyBoard we will be able to purchase these units using their bid price. Such agreements are allowable under State law. The purchase of one ambulance is scheduled in the 7-year vehicle replacement plan. The second unit was requested during the budget process, and is being purchased to reduce the 7-year service life mileage of the fleet.

One (1) 2018/19 Dodge 4500 Chassis and refurbished 14' Module----------$146,700
One (1) 2018/19 Dodge 4500 Chassis and refurbished 14' Module----------$146,300

The required funds were approved by the City Council on September 11, 2018 and are available in the Fiscal Year 2019 budget.

RECOMMENDED ACTION:

Authorize the City Manager to purchase and remount two (2) Type 1 Ambulances from Mac Haik Dodge Chrysler Jeep at a price not to exceed $293,000.

October 1, 2018

Eric Maloney
Division Chief - EMS Coordinator
City of Kerrville EMS
Email: eric.maloney@kerrvilletx.gov

Quote #502 - BuyBoard

Chief Maloney:

Below is itemized pricing for contract Ambulance #570-18:

Item 1 - Remount of Type I 14' Frazer Conversion on Dodge Ram 4500 Diesel DRW Cab/Chassis	$ 81,500.00

Published Options

1 .	Liquid Spring suspension	$ 11,000.00
2 .	Heat shielding	$ 1,500.00
3 .	Black Ranch Hand Legend Series grille guard/full replacement bumper	$ 1,300.00
4 .	Furnish & install Onan 5.5kW generator	$ 7,500.00
5 .	Furnish & install Dometic self-contained A/C unit	$ 6,000.00
6 .	A/C compartment retrofit	$ 1,500.00
7 .	Striping and lettering - $2500	$ 2,500.00
8 .	Paint//Non-White single stage 14'	$ 18,250.00
9 .	Dual 10" & 12" air horns	$ 1,050.00
10 .	Standard compressor	$ 600.00
11 .	Valve extenders	$ 250.00
12 .	Furnish & install Lambda power supply	$ 1,500.00
13 .	Reconnect existing shore power ignition kill switch	$ 100.00
14 .	Front I/O with Lexan	$ 1,500.00
15 .	Furnish & install Alucabond subfloor and Lonseal vinyl floor	$ 3,100.00
16 .	Ten (10) Grote LEDs with retrofit plates	$ 3,500.00
17 .	Engel 15 qt. refrigerator	$ 900.00
18 .	Furnish & install action wall w/ SSCOR suction & hinged panel	$ 950.00
	Total Published Options	$ 63,000.00

Unpublished Options

1 .	Aluminum wheels on chassis	$ 1,000.00
	Total Unpublished Options	$ 1,000.00

Base Price	$ 81,500.00
Published Options	$ 63,000.00
Unpublished Options	$ 1,000.00
Subtotal	$ 145,500.00
Buyboard fee	$ 800.00
Total	**$ 146,300.00**

Terms and Conditions

1. All pricing is F.O.B. Houston.
2. Per TMVCC we are quoting this through our licensed franchise dealer, Mac Haik Dodge Chrysler Jeep.
3. Please make your purchase order out to Mac Haik Dodge Chrysler Jeep Ram (11000 North Freeway, Houston, TX 77037). Please email a copy of your purchase order and this quote to Kasey Gillum at sales@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Kasey Gillum

Kasey Gillum
Sales Supervisor
Frazer, Ltd.

October 1, 2018

Eric Maloney
Division Chief - EMS Coordinator
City of Kerrville EMS
Email: eric.maloney@kerrvilletx.gov

Quote #774 - BuyBoard

Chief Maloney:

Below is itemized pricing for contract Ambulance #570-18:

Item 1 - Remount of Type I 14' Frazer Conversion on Dodge Ram 4500 Diesel DRW Cab/Chassis	$ 81,500.00

Published Options

1 .	Liquid Spring suspension	$ 11,000.00
2 .	Heat shielding	$ 1,500.00
3 .	Black Ranch Hand Legend Series grille guard/full replacement bumper	$ 1,300.00
4 .	Furnish & install Onan 5.5kW generator	$ 7,500.00
5 .	Furnish & install Dometic self-contained A/C unit	$ 6,000.00
6 .	A/C compartment retrofit	$ 1,500.00
7 .	Striping and lettering - $2500	$ 2,500.00
8 .	Paint//Non-White single stage 14'	$ 18,250.00
9 .	Dual 10" & 12" air horns	$ 1,050.00
10 .	Standard compressor	$ 600.00
11 .	Valve extenders	$ 250.00
12 .	Furnish & install Lambda power supply	$ 1,500.00
13 .	Reconnect existing shore power ignition kill switch	$ 100.00
14 .	Map light on passenger side	$ 200.00
15 .	Armrest	$ 200.00
16 .	Front I/O with Lexan	$ 1,500.00
17 .	Furnish & install Alucabond subfloor and Lonseal vinyl floor	$ 3,100.00
18 .	Ten (10) Grote LEDs with retrofit plates	$ 3,500.00
19 .	Engel 15 qt. refrigerator	$ 900.00
20 .	Furnish & install action wall w/ SSCOR suction & hinged panel	$ 950.00
	Total Published Options	$ 63,400.00

Unpublished Options

1 .	Aluminum wheels on chassis	$ 1,000.00
	Total Unpublished Options	$ 1,000.00

Base Price	$ 81,500.00
Published Options	$ 63,400.00
Unpublished Options	$ 1,000.00
Subtotal	$ 145,900.00
Buyboard fee	$ 800.00
Total	**$ 146,700.00**

Terms and Conditions
1 . All pricing is F.O.B. Houston.
2 . Per TMVCC we are quoting this through our licensed franchise dealer, Mac Haik Dodge Chrysler Jeep.
3 . Please make your purchase order out to Mac Haik Dodge Chrysler Jeep Ram (11000 North Freeway, Houston, TX 77037). Please email a copy of your purchase order and this quote to Kasey Gillum at sales@frazerbilt.com.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

Kasey Gillum

Kasey Gillum
Sales Supervisor
Frazer, Ltd.

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING AUGUST 28, 2018

On August 28, 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 at 701 Main Street. The invocation was offered by Councilmember Baroody, followed by the Pledge of Allegiance led by Police Chief David Knight.

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
Cheryl Brown	Interim City Secretary
E.A. Hoppe	Deputy City Manager
Amy Dozier	Director of Finance
Kim Meismer	Executive Director of General Operations
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Drew Paxton	Executive Director of Development Services
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:
The following people spoke:

- Denise Smith spoke regarding the midge flies in her neighborhood.
- Dale Trees spoke regarding the upcoming Recovery Community Coalition training session with a guest speaker.

3. PRESENTATIONS:
3A. Certificate of Recognition for E.A. Hoppe, Deputy City Manager for the city of Kerrville, Texas for receiving the Credentialed Manager designation from the International City/County Management Association (ICMA).
Mr. McDaniel made the presentation.

Mayor Blackburn requested item 8A be moved up on the agenda.

8A. PRESENTATION AND RECOGNITION:
8A. Acknowledgement of the City of Kerrville's contribution to the success of the 15th Annual River Cleanup.

Tara Bushnoe, Natural Resources Coordinator with the Upper Guadalupe River Authority gave a brief summary of the 15th Annual River Cleanup.

4. CONSENT AGENDA:
Mr. Baroody requested Item 4A be removed from the Consent Agenda
Ms. Eychner moved for approval of consent agenda Items 4B-4C; Ms. Sigerman seconded the motion and it passed 5-0.

4B. Resolution No. 35-2018 authorizing the waiver of fees regarding public safety staffing and other applicable fees for the Kerrville Chalk Festival scheduled to be held on October 13-14, 2018 in Peterson Plaza.

4C. Ratification of an agreement with Notre Dame Catholic School for use of the Kerrville Sports Complex

4A. City Council minutes for the regular meeting held on August 14, 2018.
Mr. Baroody stated some of his comments with regard to the motion he made on Item 8A, and he requested they be added. He also requested his comments with regard to the EIC budget be added to the minutes.

Mr. Baroody moved to approve the minutes for the regular meeting held on August 14, 2018 with his requested additions. After discussion of the motion, Mr. McDaniel suggested the Council table this item.

Mr. Baroody moved to table the approval of the minutes for the August 14, 2018 regular meeting, and that staff verify his comments at the meeting, and bring the minutes back to the City Council to review and approve at their next meeting. Ms. Eychner seconded, and the motion passed 5-0.
END OF CONSENT AGENDA

5. PUBLIC HEARINGS:
5A. Public hearing on the Fiscal Year 2019 Proposed Budget.
Mr. Blackburn opened the public hearing at 6:32 p.m.
Ms. Dozier presented and reviewed the proposed Fiscal Year 2019 Budget.
Mr. Blackburn closed the public hearing at 6:47 p.m.

6. ORDINANCES FIRST READING:
6A. Ordinance No. 2018-17 adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2019; providing appropriations for each City Department and Fund; containing a cumulative clause; and containing a savings and severability clause.

Ms. Sigerman moved to approve Ordinance No. 2018-17 on first reading. Ms. Eychner seconded. Record vote was as follows: Mr. Voelkel-yes; Mr. Baroody-yes; Ms. Eychner-yes; Ms. Sigerman-yes; Mr. Blackburn-yes.

6B. Ordinance No. 2018-18 levying an ad valorem tax for the use and support of the Municipal Government for the City of Kerrville, Texas, for Fiscal Year 2019; apportioning the levy for specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

Ms. Sigerman moved to approve Ordinance No. 2018-18 on first reading. Ms. Eychner seconded, and the motion passed 5-0.

7. <u>CONSIDERATION AND POSSIBLE ACTION:</u>

7A. Kerrville Sports Complex Improvement Projects.
Ms. Boyle introduced John Harrison, a member of the Parks and Recreation Advisory Board.
Mr. Harrison stated that the Parks and Recreation Advisory Board approved the recommendations presented to the Council.
Mr. Baroody moved to direct staff to proceed with the list of improvements, with the exception of number 16 on the list, which will be removed.
Mr. Blackburn seconded, and the motion passed 5-0.

7B. Revisions to applications for consideration for appointment to the City's boards and commissions.

Mr. Voelkel stated he and Ms. Sigerman reviewed the applications, and worked together to simplify them.

Mr. Blackburn moved to approve the revisions to the applications for consideration for appointment to the City boards and commissions.
Ms. Eychner seconded, and the motion passed 5-0.

Item 8(A) was moved to earlier in the meeting.

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

9A. Financial update for the month ended July 31, 2018.
Ms. Dozier gave a brief financial update through the end of July 2018.

10. <u>CITY MANAGER'S REPORT</u>:

Mr. McDaniel gave the report for the Capital Improvements Fund,

11. <u>BOARD APPOINTMENTS</u>:

11A. Appointments to the Recovery Community Coalition.
Mr. Voelkel moved to appoint Sabine Kuenzel to the coalition.
Ms. Eychner seconded, and the motion passed 4-1, with Mr. Blackburn, Mr. Voelkel, Mr. Baroody, and Ms. Eychner voting for; and Ms. Sigerman voting against.

Ms. Eychner moved to appoint Nikki Saurage to the coalition.
Mr. Baroody seconded, and the motion passed 4-1, with Mr. Blackburn, Mr. Voelkel, Mr. Baroody, and Ms. Eychner voting for, and Ms. Sigerman voting against.

11B. Appointment to the Planning and Zoning Commission.

Mr. Baroody moved to enter into closed executive session under Section 551.074 at 7:30 p.m.
Ms. Eychner seconded, and the motion passed 5-0.

12. ITEMS FOR FUTURE AGENDAS
Mr. Blackburn asked staff to bring a discussion of affordable housing, and the steps moving forward.
Mr. Voelkel asked staff to put a report on the project on the property located on Loop 534.

13. EXECUTIVE SESSION: None.

14. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:
Council left closed executive session and return to open session at 7:44.
Ms. Sigerman moved to appoint Jim Brown to the Planning and Zoning Commission as an alternate.
Ms. Eychner seconded, and the motion passed 5-0.

ADJOURNMENT: The meeting adjourned at 7:45 p.m.

APPROVED: _____ _____
ATTEST: Bill Blackburn, Mayor

_____
Cheryl Brown, Interim City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING SEPTEMBER 11, 2018

On September 11, 2018, at 5:45 p.m., the Kerrville City Council gathered outside in front of City Hall at the flagpoles. The Kerrville Fire Department posted the colors, with the flags at half-mast in remembrance of all who lost their lives in the attacks on September 11, 2001. George Eychner played "Taps." Kerrville Fire Chief Dannie Smith offered a prayer, and then spoke briefly. Kerrville Police Chief also spoke, and a moment of silence was observed. The City Council and staff then proceeded inside, and the meeting was called to order at 6:00 p.m. by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Councilmember Eychner, followed by the Pledge of Allegiance led by Councilmember Baroody.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT: None.

CITY EXECUTIVE STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Cheryl Brown	Interim City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Executive Director of General Operations
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Drew Paxton	Executive Director of Development Services
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:

The following people spoke:

- Glenn Andrew spoke regarding City Council asking questions of staff prior to meetings.
- Steve Lehman spoke regarding September being National Preparedness Month.

3. PRESENTATIONS:

3A. Certificate of Recognition for Charvy Tork, Director of Information and Technology for the City of Kerrville, Texas for obtaining the Certified Government Chief Information Officer accreditation.

Mr. McDaniel made the presentation.

3B. Proclamation recognizing September as Recovery Month.

Mr. Blackburn read the Proclamation and presented it to Dale Trees, Chairperson for the Recovery Community Coalition.

4. CONSENT AGENDA:

Ms. Sigerman requested Item 4C be removed from the Consent Agenda.

Mr. Baroody moved for approval of consent agenda Items 4A and 4B; Ms. Eychner seconded the motion and it passed 5-0.

4A. Minutes for the City Council workshop held on August 21, 2018.

4B. Resolution No. 38-2018 authorizing the closure of a portion of Memorial Highway (Hwy. 27) during certain hours and dates from 2018-2011 for the City of Kerrville's Annual Holiday Lighted Parade and authorizing the Mayor to execute an agreement for the temporary closure of state right-of-way with Texas Department of Transportation.

4C. Community Service Agreement for funding in support of a youth event at Tivy High School.

Ms. Sigerman voiced her concern with the manner the agreement was presented, and the short time in which approval was required; noting that she would like for any similar requests to come before the Council for full consideration.

Mr. Baroody moved to approve the Community Service Agreement. Ms. Sigerman seconded, and the motion passed 5-0.

END OF CONSENT AGENDA

Mr. Blackburn requested the appointments to the Kerrville Youth Advisory Committed be moved up on the agenda.

9. BOARDS AND COMMISSIONS:

9A. Appointments to the Kerrville Youth Advisory Committee

Ms. Eychner moved to appoint all 15 applicants to the Kerrville Youth Advisory Committee. Ms. Sigerman seconded, and the motion passed 5-0.

5. PUBLIC HEARINGS:

5A. Public hearing regarding the annexation of an approximate 5.335 acre tract of land, located within the William Watt Survey No. 65, Abstract No. 364, Kerr County, Texas, being generally located adjacent to State Highway 173, and part of the Comanche Trace Residential Subdivision, said tract also known as Comanche Trace Section 15;

proposed zoning for the tract is Planned Development (Zoning) District to authorize single family residential.
Mr. Blackburn opened the public hearing at 6:25 p.m.
Mr. Paxton presented the item.
No one spoke.
Mr. Blackburn closed the public hearing at 6:28 p.m.

5B. Public hearing regarding the annexation of an approximate 3.669 acre tract of land, located within the J.D. Leavell Survey No. 1862, Abstract No. 1435, Kerr County, Texas; being known as 884 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is Gateway Zoning District.

Mr. Blackburn opened the public hearing at 6:28 p.m.
Mr. Paxton presented the item.
No one spoke.
Mr. Blackburn closed the public hearing at 6:30 p.m.

5C. Public hearing regarding the annexation of an approximate 0.885 acre tract of land, being located within both the Jesus Hernandez Survey No. 548, Abstract No. 189 and the M.K. and T.E. Railway Co. Survey No. 1862, Abstract No. 1435, Kerr County, Texas, being known as 874 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District.

Mr. Blackburn opened the public hearing at 6:30 p.m.
Mr. Paxton presented the item.
No one spoke.
Mr. Blackburn closed the public hearing at 6:32 p.m.

5D. Public hearing regarding the annexation of an approximate 59.09 acre tract of land, located within both the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290, Kerr County, Texas; being generally located adjacent to State Spur 98 (Thompson Drive), addressed as 1515 Knapp Road S.), proposed zoning for the tract is 7-W Zoning District.

Mr. Blackburn opened the public hearing at 6:32 p.m.
Mr. Paxton presented the item.

The following people spoke:
- Granger MacDonald
- Kent Calhoun
- Jim Builta
- Vivian Calhoun

Mr. Blackburn closed the public hearing at 6:51 p.m.

6. PUBLIC HEARINGS AND ORDINANCES FIRST READING:

6A. Ordinance No. 2018-20 amending the City's "Zoning Code" by changing the Zoning District for property out of the William Watt Survey No. 65, Abstract No. 364, and the William Watt Survey No. 66, Abstract No. 365, specifically Lots 1 through 6 and Lots 22 through 34, which make up a portion of Comanche Trace, Phase 13, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as those lots addressed as 3001 through 3011 and 2002 through 2024 Club House Drive; and 1001 Comanche Hills; by removing the area from a Planned Development Zoning District (PDD) and an "R-1" Single Family Residential Zoning District and placing it within a Residential Cluster Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); ordering publication; and providing other matters relating to the subject.

Mr. Blackburn opened the public hearing at 6:51 p.m.
Mr. Paxton presented the item.
No one spoke.
Mr. Blackburn closed the public hearing at 6:54 p.m.

Ms. Eychner moved to approve Ordinance No. 2018-20 on first reading. Mr. Blackburn seconded, and the motion passed 5-0.

6B. Ordinance No. 2018-16 amending the City's "Zoning Code" by changing the Zoning District for Lots 52, 53, and 54, Block 14, the Parsons Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as 213, 215, and 221 West Barnett Street; by removing the area from the "R1A" Residential Zoning District and placing it within the 11C Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); ordering publication; and providing other matters relating to the subject.

Mr. Blackburn opened the public hearing at 6:55 p.m.
Mr. Paxton presented the item.

The following people spoke:

- Bruce Stracke
- John Borrayo.

Mr. Blackburn closed the public hearing at 7:00 p.m.

Mr. Baroody moved to approve Ordinance No. 2018-16 on first reading. Mr. Voelkel seconded, and the motion passed 5-0.

6C. Ordinance No. 2018-15 amending the City's "Zoning Code" by amending article 11-I-3 "Definitions and Interpretations or Words and Phrases" and Articles 11-1-4 through 11-1-11 to amend the land use tables for various zoning districts to add "Parking Structure" and "Parking Lot, Stand Alone", as uses that are either permitted by

right or as a conditional use within each specified district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); and ordering publication.

Mr. Blackburn opened the public hearing at 7:18 p.m.
Mr. Paxton presented the item.

The following people spoke:

- Dr. Diane Fitch
- Wayne Frankland
- David Brock
- Michael Sigerman
- Bruce Stracke

Mr. Blackburn closed the public hearing at 7:30 p.m.

Mr. Voelkel moved to approve Ordinance No. 2018-15 on first reading. Ms. Eychner seconded, and the motion passed 4-1; with Mr. Voelkel, Mr. Blackburn, Ms. Eychner and Ms. Sigerman voting in favor of the Ordinance, and Mr. Baroody voting against.

Mr. Blackburn recessed the meeting for a ten minute break at 7:40 p.m.

6D. Ordinance No. 2018-19 designating a contiguous geographic area within the City as a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as “Reinvestment Zone No. One, City of Kerrville”; describing the boundaries of the Zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance, providing a severability clause; and providing an effective date.

Mr. Voelkel recused himself due to a conflict of interest.

Mr. Blackburn opened the public hearing at 7:50 p.m.
Mr. McDaniel introduced the item, then asked David Pettit to present it.

The following people spoke:

- Don Voelkel
- Thomas David Jones
- John Harrison
- Bruce Stracke
- Harvey Brinkman
- Betsy Rhoden
- Julia Ralph

Mr. Baroody moved to direct staff to move forward to producing a final project plan and financing plan for the proposed zone. When those two plans are complete, then and

only then staff will return to Council for the creation ordinance to include adoption of final project and financing plan to verify that the preliminary plan has numbers that are actually verifiable. There was no second, motion failed.

Mayor Blackburn moved to approve Ordinance o. 2018-19 designating a contiguous geographic area within the City as a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as "Reinvestment Zone No. One, City of Kerrville"; describing the boundaries of the Zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance, providing a severability clause; and providing an effective date.

Ms. Sigerman seconded, and the motion passed 3-1, with Mayor Blackburn, Councilmember Eychner and Councilmember Sigerman voting in favor of the motion, and Councilmember Baroody voting against.

7. ORDINANCES, SECOND READING:

7B. Ordinance No. 2018-17 adopting the annual budget for the City of Kerrville, Texas, Fiscal Year 2019; providing appropriations for each City Department and Fund; containing a cumulative clause; and containing a savings and severability clause.

Mr. McDaniel stated that the Council has heard the details of the budget in several workshops and meetings.

Ms. Sigerman moved as follows: "I move to approve Ordinance 2018-17 to adopt the City's budget for Fiscal Year 2919 on second reading." Ms. Eychner seconded. The voting results were as follows:

Mayor Blackburn	YES
Mayor Pro Tem Baroody	YES
Councilmember Voelkel	YES
Councilmember Eychner	YES
Councilmember Sigerman	YES

7A. Ordinance No. 2018-18 levying an ad valorem tax for the use and support of the Municipal Government for the City of Kerrville, Texas, for Fiscal Year 2019; apportioning the levy for the specific purposes; and providing when taxes shall become due and when same shall become delinquent if not paid.

Ms. Eychner moved as follows: "I move that Ordinance 2018-18 be adopted setting the property tax rate at $0.5514 per $100 of assessed value, which is lower than the effective rate of $0.5538 and raises less revenue from property taxes than last year's budget." Ms. Sigerman seconded, and the motion passed 5-0.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 37-2018 amending the City of Kerrville Fee Schedule by revising fees charged for various services and uses provided or offered by the City.

Ms. Sigerman moved to approve Resolution No. 37-2018. Ms. Eychner seconded, and the motion passed 5-0.

8B. Approval of the minutes for the regular City Council meeting held on August 14, 2018, which was tabled at the August 28, 2018 meeting, due to requested revisions by Councilmember Baroody.

Mr. Baroody moved to table this item until a future meeting. Ms. Sigerman seconded, and the motion passed 5-0.

10. CITY MANAGER'S REPORT:

Mr. McDaniel gave the report.

11. ITEMS FOR FUTURE AGENDAS

- Available help for citizens who need it to make minor repairs to their homes. (Councilmember Sigerman)
- Farmers Market is supposed to change to holding their event once a month in October, but may plan to hold it twice a month instead. (Councilmember Baroody)

12 EXECUTIVE SESSION:

Mr. Blackburn moved for the City Council to go into executive closed session under Section 551.087 (deliberation regarding economic development negotiations), Section 551.071 (1)(A) (to consult with City Attorney), and Section 551.072 (deliberation regarding real property) of Chapter 551 of the Texas Government Code; the motion was seconded by Mr. Baroody and passed 5-0 to discuss the following matters:

12A. Section 551.087 to discuss an offer of financial or other incentive to a business prospect with whom the City seeks to have, locate, stay or expand in the City as to a prospective hotel/convention center project.

12B. Section 551.072 to deliberate the purchase, exchange, lease, or value of real property; and Section 551.087 to discuss an offer of financial or other incentive to a business prospect with whom the City seeks to have, locate, stay, or expand in the City as to a prospective workforce housing/mixed use project on Loop 534.

12C. Section 551.071 (1)(A) to consult with City Attorney when City Council seeks the advice of its attorney about pending or contemplated litigation regarding: Lotus Peer Recovery LLC. Kacey Paige Williams, Christian Jane Rivers, and Madelyn Rebecca Clark v. City of Kerrville, Texas (Cause No. 5:18-CV-00925; in the United States District Court for the Western District of Texas, San Antonio Division.

At 9:08 p.m. the regular meeting recessed. Council went into executive closed session at 9:13 p.m. At 9:55 p.m. the executive closed session recessed and council returned to open session at 9:55 p.m. No action was taken in executive session.

13. <u>ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION</u>:
Council left closed executive session and return to open session at 9:55 p.m.

<u>ADJOURNMENT</u>: The meeting adjourned at 9:55 p.m.

APPROVED: _____ _____
ATTEST: Bill Blackburn, Mayor

_____
Cheryl Brown, Interim City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING SEPTEMBER 25, 2018

On September 25, 2018, at 6:00 p.m. the meeting was called to order by Mayor Bill Blackburn in the City Hall Council Chambers at 701 Main Street. The invocation was offered by Councilmember Sigerman, followed by the Pledge of Allegiance led by Kerrville Firefighter Brandon McDonald.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT: None.

CITY EXECUTIVE STAFF PRESENT:

Mark McDaniel	City Manager
E.A. Hoppe	Deputy City Manager
Mike Hayes	City Attorney
Cheryl Brown	Interim City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Executive Director of General Operations
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Drew Paxton	Executive Director of Development Services
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:
The following person spoke:
- John Brown, 205 Riverhill Blvd., spoke regarding the traffic and conditions on Riverhill Blvd.

3. CONSENT AGENDA:
Mr. Baroody requested Item 3B be removed from the Consent Agenda.

3A. Resolution No. 29-2018 approving the budget for Kerr Emergency 9-1-1 Network for Fiscal Year 2019.

3.C Resolution No. 36-2018 approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2018 Rate Review Mechanism filings; declaring existing rates o be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the Company and the ACSC's legal counsel.

Mr. Baroody moved for approval of consent agenda Items 3A and 3C; Ms. Sigerman seconded the motion and it passed 5-0.
END OF CONSENT AGENDA

3B. Resolution No. 40-2018 authorizing publication of notice of intention to issue certificates of obligation for the purpose of financing waterworks and sewer system improvements (Legion Lift Station and TTHM Mitigation Project).
Ms. Dozier reviewed the details of the Resolution.

Mr. Baroody moved to approve Resolution No. 40-2018 as presented. Ms. Eychner seconded, and the motion passed 5-0.

4. ORDINANCES, SECOND READING:
4A. Ordinance No. 2018-19 designating a contiguous geographic area within the City as a Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as "Reinvestment Zone No. One, City of Kerrville"; describing the boundaries of the Zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance, providing a severability clause; and providing an effective date.

Mr. Voelkel recused himself due to a conflict of interest.

David Pettit reviewed the TIRZ.
Jim Plummer, Consulting Attorney, spoke about eminent domain with regard to the TIRZ. He suggested the addition of clarifying language to the Ordinance.

The following people spoke regarding this item:
- Don Voelkel
- John Miller
- Gary Cooper
- David Jackson, on behalf of the Cailloux Foundation

- Stephen King
- Walt Koenig, on behalf of the Kerr Area Chamber of Commerce
- Kevin Kurz
- Tim Summerlin
- Jerri Kunz
- Beth McLaughlin
- Kim Ort
- Barbara Dewell
- Lucy Pearson
- James Craft
- Pablo Brinkman
- Kathy Simmons
- Mary Ellen Summerlin
- Bruce Stracke

Mr. Plummer responded to questions from the speakers.

Ms. Eychner moved to adopt and approve Ordinance No. 2018-19 on second reading, with the addition of the suggested language by Mr. Plummer, Ms. Sigerman seconded, and the motion passed 3-1 with Mr. Blackburn, Ms. Eychner and Ms. Sigerman voting in favor, and Ms. Baroody voting against.

The Mayor called for a short break at 9:05 p.m.

The meeting resumed at 9:16 p.m.

4B. Ordinance No. 2018-15 amending the City's "Zoning Code" by amending article 11-I-3 "Definitions and Interpretations of Words and Phrases" and Articles 11-1-4 through 11-1-11 to amend the land use tables for various zoning districts to add "Parking Structure" and "Parking Lot, Stand Alone", as uses that are either permitted by right or as a conditional use within each specified district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); and ordering publication.
Mr. Paxton presented the Ordinance.

Mr. Baroody moved to approve Ordinance No. 2018-15 on second reading, without the changes to Section 11-I-4G to the Zoning Code, and Mr. Voelkel seconded. The motion failed 2-3, with Mr. Baroody and Mr. Voelkel voting in favor, and Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting against.

Ms. Sigerman moved to approve Ordinance No. 2018-15 as presented. Ms. Eychner seconded, and the motion passed 4-1, with Mr. Blackburn, Mr. Voelkel, Ms. Eychner and Ms. Sigerman voting in favor, and Mr. Baroody voting against.

4C. Ordinance No. 2018-20 amending the City’s “Zoning Code” by changing the Zoning District for property out of the William Watt Survey No. 65, Abstract No. 364, and

the William Watt Survey No. 66, Abstract No. 365, specifically Lots 1 through 6 and Lots 22-34, which make up a portion of Comanche Trace, Phase 13, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as those lots addressed as 3001 through 3011 and 2002 through 2024 Club House Drive and 1001 Comanche Hills; by removing the area from a Planned Development Zoning District (PDD) and an “R-1” single Family Residential Zoning District and placing it within a Residential Cluster Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); ordering publication; and providing other matters relating to the subject. This Ordinance was approved on first reading on September 11, 2018 with a unanimous vote of 5-0.

Ms. Eychner moved to approve Ordinance 2018-20 as presented on second reading. Ms. Sigerman seconded, and the motion passed 5-0.

4D. Ordinance No. 2018-16 amending the City's "Zoning Code" by changing the Zoning District for Lots 52, 53, and 54, Block 14, the Parsons Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as 213, 215, and 221 West Barnett Street; by removing the area from the "R1A" Residential Zoning District and placing it within the 11C Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); ordering publication; and providing other matters relating to the subject.

Ms. Eychner moved to approve Ordinance No. 2018-16 as presented on second reading. Mr. Voelkel seconded, and the motion passed 5-0.

5. <u>ORDINANCE, FIRST READING</u>

5.A Ordinance No. 2018-22 amending in part Ordinance No. 99-18, as amended by adopting revised rate schedules for residential services, miscellaneous services, charges, distributed generation rider, power cost adjustment factor rider, outdoor area lighting, and a new community solar LMI household rider; containing a cumulative clause; containing a savings and severability clause; and establishing an effective date.

Ms. Dozier introduced Jill Sadberry from KPUB. Ms. Sadberry presented the details of, and reasons for, the rate changes.

Mike Wittler, CEO for KPUB, responded to questions from the Council with regard to the rate differences for high-use customers and low-use customers, and the number of new customers per year.

Ms. Sigerman moved to approve Ordinance no. 2018-22 as presented on first reading. Ms. Eychner seconded, and the motion passed 5-0.

6. <u>CONSIDERATION AND POSSIBLE ACTION:</u>

6.A Amendments to City Council Procedural Rules for Meetings.

Mr. Voelkel moved to approve the amendments to the City Council Procedural Rules for Meetings, without Rule 4.8. Mr. Baroody seconded.

The following person spoke regarding this item:

- Brenda Craig

The Mayor called for a vote. The motion failed 2-3, with Mr. Voelkel and Mr. Baroody voting in favor, and Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting against.

Ms. Eychner voted to approve the Amendments to City Council Procedural Rules for Meetings as presented. Ms. Sigerman seconded, and the motion passed 4-1 with Mr. Voelkel, Mr. Blackburn, Ms. Eychner, and Ms. Sigerman voting in favor, and Mr. Baroody voting against.

6.B Professional Service Agreement with Kimley Horn to update the City of Kerrville Zoning Ordinance, Zoning Map, Subdivision Ordinance, and key development standards.

Mr. McDaniel presented the agreement.

Ms. Eychner moved to approve the Professional Service Agreement with Kimley Horn. Ms. Sigerman seconded, and the motion passed 5-0.

6.C Administrative Services Contract between City of Kerrville, Texas and City of Kerrville, Texas Economic Improvement Corporation.

Mr. Hoppe presented the contract.

Ms. Eychner moved to approve the Administrative Services Contract between the City of Kerrville and EIC. Ms. Sigerman seconded, and the motion passed 5-0.

6.D City of Kerrville Funding Agreement with Kerr Economic Development Corporation.

Mr. Hoppe presented the agreement.

Mr. Koenig responded to comments from Mr. Baroody with regard to the funding agreement with KEDC.

Ms. Sigerman moved to approve the Funding Agreement with KEDC. Ms. Eychner seconded, and the motion passed 5-0.

6.E Approval of an Economic Development Grant Agreement between Kerr Economic Development Corporation and the City of Kerrville, Texas Economic Improvement Corporation.

Mr. Hoppe presented the agreement.

Ms. Sigerman moved to approve the Economic Development Grant Agreement between EIC and KEDC. Mr. Voelkel seconded, and the motion passed 5-0.

7. INFORMATION & DISCUSSION:

Presentations will be limited to ten (10) minutes with questions from City Council to follow at the conclusion of the presentation.

7.A Financial update for the month ended August 31, 2018.

Ms. Dozier gave the financial update.

8. BOARD APPOINTMENTS.

8.A Appointment of an alternate to the Kerrville Youth Advisory Committee.

Ms. Brown presented the application for an alternate to the Kerrville Youth Advisory Committee.

Ms. Eychner moved to appoint Daphne Dozier to the alternate position of the Kerrville Youth Advisory Committee. Mr. Baroody seconded, and the motion passed 5-0.

9. CITY MANAGER'S REPORT

No questions or discussion may occur without an item being specifically posted.

Mr. McDaniel gave the report.

10. ITEMS FROM CITY COUNCIL FOR FUTURE AGENDAS:

- Policy for retention of video recordings of meetings.
- The cost of a searchable video.
- Policy for contracts not being awarded to persons who have a lawsuit against the City, or have been convicted of a felony.
- Types of coverings for baseball fields.
- Discussion regarding a future music festival.
-

11. EXECUTIVE SESSION:

There was no executive session

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

ADJOURNMENT.

Mr. Blackburn adjourned the meeting at 9:28 p.m.

APPROVED: _____ _____

ATTEST: Bill Blackburn, Mayor

_____

Cheryl Brown, Interim City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
SEPTEMBER 18, 2018

On September 18, 2018, the Kerrville City Council workshop was called to order at 10:00 a.m. by Mayor Blackburn in the city hall council chambers at 701 Main Street.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT: None.

CITY STAFF PRESENT:

Mark McDaniel	City Manager
Mike Hayes	City Attorney
E.A. Hoppe	Deputy City Manager
Cheryl Brown	Interim City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Director of General Operations
Stuart Cunyus	Public Information Officer

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

1. PUBLIC HEARINGS:

1A. Public hearing regarding the annexation of an approximate 3.669 acre tract of land, located within the J.D. Leavell Survey No. 1862, Abstract No. 1435, Kerr County, Texas; being known as 884 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District.

1B. Public hearing regarding the annexation of an approximate 0.885 acre tract of land, being located within both the Jesus Hernandez Survey No. 548, Abstract No. 189 and the M.K. and T.E. Railway Co. Survey No. 1862, Abstract No. 1435, Kerr County, Texas, being known as 874 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District.

1C. Public hearing regarding the annexation of an approximate 5.335 acre tract of land, located within the William Watt Survey No. 65, Abstract no. 364, Kerr County, Texas, being generally located adjacent to State Highway 173, and part of the Comanche Trace Residential Subdivision, said tract also known as Comanche Tract Section 15; proposed zoning for the tract is Planned Development (Zoning District to authorize single family residential.

1D. Public hearing regarding the annexation of an approximate 59.09 acre tract of land, located within both the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290, Kerr County, Texas; being generally located adjacent to State Spur 98 (Thompson Drive), addressed as 1515 Knapp Road S.), proposed zoning for the tract is 7-W Zoning District.

2. CONSIDERATION AND POSSIBLE ACTION:

2A City Council Ethics Policy and Rules and Procedures for Meetings.

ADJOURNMENT. The meeting adjourned at 11:55 a.m.

APPROVED: _____ _____
ATTEST: Bill Blackburn, Mayor

_____
Cheryl Brown, Interim City Secretary

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

SUBJECT: Authorize the execution of a construction contract with Dredgit Environmental Corporation for the WWTP Oxidation Ditch, Bid Package #2: Dredging and Solids Disposal project in an amount of $117,550.00.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/1/2018

SUBMITTED BY: Kyle Burow, Director of Engineering

EXHIBITS: WWTP Oxidation Ditch Package 2_Received Bids
WWTP Oxidation Ditch Package 2_Recommendation Letter

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$117,550.00	$709,452.03	$800,000.00	71-7100-2600 **Project #:** 71-17003

PAYMENT TO BE MADE TO: Dredgit Environmental Corporation

Kerrville 2050 Item?		**Yes:** ☐	**No:** ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

As part of the City of Kerrville's Wastewater Master Plan, the City hired Freese and Nichols, Inc. (FNI) to assist in the rehabilitation of the Wastewater Treatment Plant (WWTP) oxidation ditch. The oxidation ditch was listed as high-risk with the second highest criticality rating due to being the main treatment component without redundancy within the treatment system.

The oxidation ditch has been in continuous service since the plant was built in 1974. Over the years, some baffles have pulled out of their concrete anchors and are no longer functional. The baffles are intended to force air down into the mixed liquor, so that oxygen can be mixed with wastewater. This process is necessary so the aerobic bacteria can complete the treatment process. Over the 43 years of operation, the oxidation ditch has accumulated a blanket of solids across the bottom. These solids are counterproductive to the treatment process and take up volumetric capacity. In addition, the solids house anaerobic bacteria which adds additional nutrient loading for the aerobic bacteria process. Once the accumulation is removed from the process and the baffles are reinstalled, the level of free oxygen in the oxidation ditch will be increased, and this will aid in optimizing the treatment process.

FNI's responsibilities for the project were to design a solution to remove and replace the baffle deflectors and supports and develop a process for the removal of accumulated solids across the bottom of the oxidation ditch. FNI consulted with City staff to divide the project into two bid phases to exercise the interest of specialty contractors in addition to providing a potential cost savings. Package 1 consists of improvements to the aerator

baffles and supports while Package 2 consists of dredging the oxidation ditch to remove the accumulated solids from the bottom. Package 1 was awarded June 12, 2018 to Lambda Construction.

Design was completed and bids received for Package 2 on September 25, 2018, with Dredgit Environmental Corporation submitting the lone bid. FNI and City staff evaluated the lone bid finding it to be within the budget and recommend awarding the construction contract in the amount of $117,550.00.

RECOMMENDED ACTION:

Authorize execution of construction contract with Dredgit Environmental Corporation.

Project: WWTP Oxidation Ditch Rehab - Package 2: Dredging

Engineering Number: PW#17-005

Bid Opening: September 25, 2018

General Contractors	Bid Security	Addendum #1	Base Bid
Dredgit Environmental Corporation	**√**	**√**	**$117,550.00**

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October 3, 2018

City of Kerrville
200 Sidney Baker Street
Kerrville, Texas 78028

Attn: Kyle Burow, P.E.
City Engineer

Re: Kerrville Oxidation Ditch – Bid Package No. 2
Recommendation of Award

Dear Mr. Burow:

Bids for PW17-005 Oxidation Ditch Rehabilitation, Bid Package No. 2 were received on Tuesday, September 25, 2018. The bid appears to be reasonable and consistent with the Engineer's Estimate.

Contractor	**Bid**
Dredgit Environmental Corporation	$117,550

Based on the references checked for the Contractor, Dredgit Environmental appears to be qualified and capable of performing the scope of work for this project. Freese and Nichols recommends that the City of Kerrville award the construction contract to Dredgit Environmental.

Please call me at 361-561-6508 with any questions.

Sincerely,

Jason Cocklin

Jason Cocklin, P.E.
Project Manager

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

SUBJECT: Ratification of emergency purchase to repair Meadowview Well

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/3/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: Moy's Water Well Drilling & Services Invoice
Emergency Justification Form

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$67,592	$67,592	$339,756	02-0202-2500

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?		Yes: ☐	No: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

At the end of July, the Meadowview Well stopped producing water. The pump was pulled and evaluated in early August. Repair crews determined that the pump was not repairable. Instead, the pump and several ancillary components would need to be replaced. The last major repairs on this well were in 1996.

Section 7.2 of the City's Purchasing Policy authorizes expenditures that are exempt from the bidding process if the expenditure is necessary to repair machinery that is critical to the operation of the City and necessary to preserve or protect the health and safety of residents. Operation of this well is critical in order to maintain the safe operating capacity of the water supply. At this time of the outage, the City was already in Stage 1 drought restrictions.

Accordingly, City personnel chose Moy's Water Well Drilling & Services to perform the repairs. This company was chosen because the City has over 40 years of experience with this company and they were available to have a crew on site within 36 hours.

The repairs and replacements were completed and invoiced as of September 24, 2018. The well is now operating properly.

RECOMMENDED ACTION:

Ratify an emergency expenditure for repairs to the Meadowview Well.

Moy's Water Well Drilling & Services of Texas, Inc.

1209 Bensdale Road
Pleasanton, TX 78064

Office: 830-281-2400

Fax: 830-569-8028

1209 Bensdale Road
Pleasanton, TX 78064

Customer
City of Kerrville Attn: Accounts Payable 701 Main Street Kerrville, Texas 78208

INVOICE

Date	Invoice #
9/24/2018	1040
Job No.	
18-355 Meadow View Lane	

Rep	P.O. No.	Terms	Due Date
JAM0		Net 30	10/24/2018

Quantity	Description	Unit Price	Amount
	Meadow View Lane - Well #11 - 200 HP Water Lube Turbine Pump		
8	7/28/18 Send pump crew and rig to pull customers 200 HP Water Lube Turbine Pump	285.00	2,280.00
9.5	7/29/18 Continue pulling customers 200 HP Water Lube Turbine Pump	285.00	2,707.50
7	7/29/18 Finish pulling customers 200 HP Water Lube Turbine Pump	285.00	1,995.00
4	Shop Labor - Tear down and inspect water lube turbine pump, spiders, and shafts	85.00	340.00
	Jet Well		
1	Mobilization of equipment for jetting to well sight	750.00	750.00
11.5	8/22/18 Jet Well	350.00	4,025.00
11	8/23/18 Continue to Jet Well	350.00	3,850.00
16	8/24/18 Finish Jetting Well	350.00	5,600.00
8.5	9/18/18 Start Installing new water lube turbine pump	285.00	2,422.50
12	9/19/18 Continue installing turbine pump	285.00	3,420.00
6	9/20/18 Continue installing turbine pump (should have finished)	285.00	1,710.00
1	Peerless 12LD 9 Stage Water Lube Turbine Pump	16,045.00	16,045.00
20	8" x 10' Water lube column pipe with couplings	415.00	8,300.00

Subtotal	
Sales Tax (0.0%)	
Total	
Payments/Credits	
Balance Due	

Sales tax will be charged unless we receive a properly executed resale or exemption certificate!

Rules Regulated By: The Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711. 1-800-803-9202, 512-463-7880

We accept Cash, Check, Visa & Mastercard

CUSTOMER ACCEPTANCE

x_____ Date_____

Net Due Upon Receipt

RECEIVED
SEP 27 2018
Accounting

THANK YOU FOR YOUR BUSINESS

Moy's Water Well Drilling & Services of Texas, Inc.

1209 Bensdale Road
Pleasanton, TX 78064

Office: 830-281-2400

Fax: 830-569-8028

1209 Bensdale Road
Pleasanton, TX 78064

Customer
City of Kerrville Attn: Accounts Payable 701 Main Street Kerrville, Texas 78208

INVOICE

Date	Invoice #
9/24/2018	1040
Job No.	
18-355 Meadow View Lane	

Rep	P.O. No.	Terms	Due Date
JAM0		Net 30	10/24/2018

Quantity	Description	Unit Price	Amount
10	1-11/16 x 10' Shafts with Stainless Steel Sleeves	235.00	2,350.00
40	1-11/16" Stainless Steel Couplings	47.50	1,900.00
50	8" x 1-15/16" Bronze Spiders with Rubber Bearings	135.00	6,750.00
1	8" Tail Pipe	400.00	400.00
1	8' Clearflow Footvalve Figure 3 Black with Screen	1,630.00	1,630.00
510	1/4' Stainless Steel Airline with PVC Jacket	1.80	918.00
1	Support Bracket for foot of water gauge	22.50	22.50
1	Trerice #500X 0-100 PSI / 0-231' Foot of Water Gauge, 4 1/2' Face, 1/4' Lower Mount	165.00	165.00
1	1/4' Stainless Steel Male Adaptor tubing x male pipe thread	8.50	8.50
1	1/4' Air Valve	3.00	3.00

Subtotal	$67,592.00
Sales Tax (0.0%)	$0.00
Total	$67,592.00
Payments/Credits	$0.00
Balance Due	$67,592.00

Sales tax will be charged unless we receive a properly executed resale or exemption certificate!

Rules Regulated By: The Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711. 1-800-803-9202, 512-463-7880

We accept Cash, Check, Visa & Mastercard

CUSTOMER ACCEPTANCE

x_____ Date_____

Net Due Upon Receipt

RECEIVED
SEP 27 2018
Accounting

THANK YOU FOR YOUR BUSINESS

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist staff in providing information necessary in the processing of emergency requisitions for the purchase of products and/or services. Please complete and forward to Purchasing. If more space is needed, please attach additional page(s).

REQUISITION NO.: 18-87672

1. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation:
   The Meadowview Well stopped producing water, and was pulled to be evaluated. The Meadowview Well pump was found to be beyond repair, several shafts, and spider gears were worn out.
2. State the financial or operational damage/risk that will occur if needs are not satisfied immediately (do not simply say there will be a loss or some damage):
   Without this well pump producing, the loss of this output can create a change in the SOC, and put the customers in Stage-2 Drought Restrictions.
3. State why the needs were not or could not be anticipated so that goods/services could not have been purchased following standard procedures:
   This is a repair/replacement in equipment, not something foreseen, and was last major repair was in 1996.
4. State the reason and process used for selecting the vendor (attach all quotes/proposals received from other sources, if applicable):
   This company has a good working reputation with the City for more than forty years, and available to have a crew on site in less than 36 hours.
5. State the part of the City's Purchasing Policy this Emergency Purchase falls under.
   Purchasing Manual March 2017 (Pg. 6 of 14)
   Section 7.2 – Machinery that is critical to the operation of the City and rendered out of service, And to preserve or protect the health and safety of the municipalities of the residents.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Submitted By: Jeff Renaud / Grant Terry

Authorized Signature — Date: 8.8.2018

Dept Director: STUART BARRON

Authorized Signature — Date: 8-8-18

PURCHASING USE ONLY

Approved By: _____ Date: 8/8/18

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

SUBJECT: Economic Development Grant Agreement between City of Kerrville and Fox Tank Inc.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/4/2018

SUBMITTED BY: Mark McDaniel
City Manager

EXHIBITS: Grant Agreement

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	**Yes:** ☒	**No:** ☐
Key Priority Area	Economic Development	
Guiding Principle	Develop policies, processes, programs, including economic incentives, which are clear and consistently applied by a team of City and partner economic development entities working with stakeholders and focused on attracting, retaining, and expanding business.	
Action Item	Ensure that Development Services processes and existing codes and ordinances are not impediments to development/ redevelopment.	

SUMMARY STATEMENT:

The City of Kerrville recently adopted *oversize load escort fees*, which significantly impact a particular manufacturer and employer (Fox Tank) inside the City Limits. Given that the City has had and the Economic Improvement Corporation still has economic development incentive agreements with Fox Tank, to now charge new escort fees is counter to efforts to create and maintain jobs. Accordingly, this economic development agreement allows for the waiver of escort fees that would otherwise be charged to Fox Tank. In return, the City (in addition to the EIC) receives employment guarantees via certain requirements as outlined in the agreement.

RECOMMENDED ACTION:

Approve the agreement as presented.

DRAFT 10/04/18

STATE OF TEXAS	§	
	§	**CHAPTER 380 ECONOMIC DEVELOPMENT**
	§	**AGREEMENT**
COUNTY OF KERR	§	

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made as of this _____ day of _____, 2018 (the "Effective Date"), by and between **City of Kerrville, Texas** (the "City"), a municipal corporation and home-rule city of the State of Texas, and **Fox Tank, Inc.**, a Texas Corporation ("Fox"). The City and Fox may be referred to herein from time to time as a "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, the development and expansion of commerce and the diversification of the economy within the State of Texas and the City is paramount to the City's continued economic development; and

WHEREAS, Fox is a manufacturer of production equipment in the oil and gas industry, including oilfield storage tanks and other specialty oilfield production products (collectively referred to herein as "Tanks"); and

WHEREAS, Fox, whose manufacturing facility is located within the City, must consistently transport its Tanks through the City in order to access state and federal highways for delivery to customers; and

WHEREAS, during this transport, the Tanks, as oversized loads, must utilize the City's Police Department to escort these vehicles and their loads safely through the City; and

WHEREAS, the City requires both a permit and the payment of a fee for the services of KPD; and

WHEREAS, in accordance with the *City's Chapter 380 Economic Development Program*, as adopted by City Council pursuant to Resolution No. 18-2014, Fox has applied for a grant from the City of Kerrville, Texas, in the form of a waiver from Fox's payment of the City's fees for the escort of oversize vehicles; and

WHEREAS, the City is authorized by the provisions of Article III, Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code (the "Code") to provide grants of public money to promote local economic development and to stimulate business and commercial activity within the City; and

NOW THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, and payments herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the meanings indicated unless a different meaning is specifically provided herein or the context otherwise requires:

"*Governmental Authority*" means any Federal, state, or local governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial, or executive, or a combination thereof, and any arbitrator to whom a dispute has been presented under Governmental Rule or by agreement of the parties with an interest in such dispute.

"*Governmental Rules*" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order, or like action of any court, arbitrator, or other Governmental Authority.

"*Oversize load escort fee*" ("Fee(s)") means the fee the City charges for its provision of escorting oversize loads through the City in accordance with Chapter 102, Article XIII of the City's Code of Ordinances.

"*Property*" means the location of Fox's manufacturing facility, 5263 Highway 27, Kerrville, TX 78028.

II. GENERAL PROVISIONS

2.1 **Recitals**. The recitals to this Agreement are incorporated herein for all purposes.

2.2 **Purpose**. The specific purpose of this Agreement pursuant to the terms provided herein, is for the City to waive the Fee. The City intends this action to contribute toward a broader purpose of stimulating and encouraging business and commercial activity within the City, to create more job opportunities, build the sales and property tax base, and promote a partnership relationship with the private sector businesses that will bring additional employment projects into the City.

III. REPRESENTATIONS AND WARRANTIES

3.1 **Representations of Fox**. Fox hereby makes the following representations, warranties, and covenants to the City as of the Effective Date unless another date is expressly stated to apply:

3.1.1 Existence. Fox is a private corporation duly organized and existing under the laws of the State of Texas.

3.1.2 Power and Authority. The execution, delivery, and performance by Fox of this Agreement have been duly authorized by all necessary action and will not violate the organizational documents of Fox or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Fox is a party or by which Fox or its material assets may be bound or affected. The execution of this Agreement by Fox does not require any consent or approval that has not been obtained, including without limitation the consent or approval of any Governmental Authority.

3.1.3 No Legal Bar. To the best of its knowledge, the execution and delivery of this Agreement and the performance of its obligations hereunder by Fox will not conflict with any provision of any law, regulation, or Governmental Rules to which Fox is subject or conflict with, or result in a breach of, or constitute a default under any of the terms, conditions, or provisions of any agreement or instrument to which Fox is a party or by which it is bound or any order or decree applicable to Fox.

3.1.4 Litigation. There are no legal actions or proceedings pending or, to the knowledge of Fox, threatened against Fox which, if adversely determined, would materially and adversely affect the ability of Fox to fulfill its obligations under this Agreement or the financial condition, business, or prospects of Fox.

3.1.5 Enforceable Obligations. Assuming (i) due authorization, execution, and delivery by each Party hereto and thereto, (ii) the enforceability of the Agreement and the actions of Fox, this Agreement, each document executed by Fox pursuant hereto and all obligations of Fox hereunder and thereunder are enforceable against Fox in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditor's rights generally and by general equity principles, regardless of whether such enforcement is considered in a proceeding in equity or at law.

3.2 **Representations of the City**. City hereby makes the following representations, warranties, and covenants to Fox as of the Effective Date unless another date is expressly stated to apply:

3.2.1 Existence. City is a home-rule municipality of the State of Texas located in the County of Kerr, Texas and has all requisite power and authority to enter into this Agreement.

3.2.2 Authorization. The execution, delivery, and performance by City of this Agreement have been duly authorized by all necessary action and will

not violate the organizational documents of City or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which City is a party or by which City or its material assets may be bound or affected. The execution of this Agreement by City does not require any consent or approval that has not been obtained, including without limitation the consent or approval of any Governmental Authority.

3.2.3 Enforceable Obligations. Assuming due authorization, execution and delivery by each signatory Party hereto and thereto, this Agreement, all documents executed by City pursuant hereto, and all obligations of City hereunder and thereunder are enforceable against City in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

3.2.4 No Legal Bar. To the best of its knowledge, the execution and delivery of this Agreement and the performance of its obligations hereunder by City will not conflict with any provision of any law, regulation or Governmental Rules to which City is subject or conflict with, or result in a breach of, or constitute a default under any of the terms, conditions, or provisions of any agreement or instrument to which is a party or by which it is bound or any order or decree applicable to City.

IV. FOX COMMITMENTS

4.1 **Conditions for City's Waiver of Oversize Load Escort Fees**. In consideration of City agreeing to waive its Fee as applicable to Fox, Fox agrees to the following, which are not obligations of Fox, but are conditions that must be fulfilled and continue in order to receive the reimbursement:

4.1.1 Operational Condition. Fox shall operate a manufacturing and sales facility on the Property during the Term of this Agreement.

4.1.2 Employment Requirements. Fox shall comply with its existing "employment requirements", as that term is defined and found within the Economic Development Grant Agreements between Fox and the City's Economic Improvement Corporation ("Grant Agreements"), which to date, Fox has generally exceeded. In addition, for each year that Fox meets such "employment requirements", including current year, City shall waive its Fee for the following calendar year. Such waiver will continue to apply where the Fee increases pursuant to action of the City Council.

V. CITY COMMITMENTS

5.1 **Waiver**. The City agrees that upon the Effective Date of this Agreement, it will waive the Fee as applicable to Fox. The waiver of the Fee is not to be construed as waiving any requirements for obtaining the oversize load escort permit required by the Code of Ordinances of the City for oversize load escorts, or any other applicable federal, state, or local law. The waiver of the Fee applies only to permit applications filed by Fox for vehicles it owns and/or operates, with respect to oversize loads directly associated with its use and operation of the Property. The Fee waiver does not apply to any other person, firm, or operator. When applying for an oversize load escort permit, Fox, pursuant to this Agreement, is not required to pay the Fee. The City shall account for and maintain the total of all Fees waived for Fox pursuant to this Agreement.

VI. TERM

6.1 **Initial Term**. The term of this Agreement is for three (3) years ("Initial Term") from the Effective Date of this Agreement, unless terminated earlier as provided herein.

6.2 **Automatic Renewal**. This Agreement will automatically renew after the Initial Term for successive one-year terms unless terminated by either party following 30 days' notice to the nonterminating party.

6.3 **Termination**. Should City abolish the Fee for whatever reason, this Agreement shall immediately terminate without further action.

VII. DEFAULT

7.1 **Event of Default**. The occurrence of any of the following shall be an "Event of Default" by Fox or a "Fox Default":

7.1.1 The failure of Fox to substantially perform or substantially observe any of the obligations, covenants or agreements to be performed or observed by the Fox under this Agreement and the continuation of such failure for a period of thirty (30) days after notice from the City of such failure;

7.1.2 The breach by Fox of any of its representations hereunder;

7.1.3 If Fox files a voluntary petition in bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Code of the United States ("Bankruptcy Code") or under any insolvency act of any state, or voluntarily takes advantage of any such law or act by answer or otherwise or is dissolved or admits its bankruptcy or insolvency or an inability to satisfy its creditors or makes a general assignment for the benefit of creditors; or if all or substantially all of the assets of Fox are attached, seized, subjected to a writ or distress warrant or are levied upon, or come in to the possession of any receiver, trustee, custodian, or assignee for the benefit of creditors, and such

proceeding or action is not vacated, stayed, dismissed, set aside or otherwise remedied within ninety (90) days after the occurrence thereof; or if this Agreement shall be assigned by Fox in a manner prohibited by this Agreement;

7.1.4 Upon the occurrence of an Event of Default hereunder, and after the expiration of any applicable cure period, the City may terminate this Agreement and seek such remedies as may be available at law or in equity. Where this Agreement terminates for any reason, Fox shall immediately be subject to payment of the Fee; and

7.1.5 The City shall be entitled to seek injunctive relief prohibiting or mandating action by Fox, including specific performance, in accordance with this Agreement, or declaratory relief with respect to any matter under this Agreement. The parties hereby agree and irrevocably stipulate that (i) the rights of the parties to injunctive relief pursuant to this Agreement shall not constitute a "claim" pursuant to section 101(5) of the Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding, and (ii) this Agreement is not an "executory contract" as contemplated by section 365 of the Bankruptcy Code.

VIII. INDEMNIFICATION

8.1 FOX COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY (AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES THEREOF), INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO FOX'S BREACH OF THIS AGREEMENT OR ANY ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF FOX, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS, OR CONTRACTORS OR SUBCONTRACTORS OF FOX, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND , UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS,

CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. FOX SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY KNOWN TO FOX RELATED TO OR ARISING OUT OF FOX'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT FOX'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS SECTION. THE CITY HAS THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING FOX OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

8.1.1 FOX FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE. FOX'S OBLIGATIONS UNDER THIS SUBSECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.1.2 Upon the assertion of any claim or litigation requiring indemnification pursuant to this Article, Fox shall assume and take exclusive control of the defense, negotiation, and/or settlement of such claim; provided, however, that if the representation of all parties by Fox would be inappropriate due to actual or potential conflicts of interest between them, then Fox shall not assume such defense. In the event of a conflict of interest or dispute, the City and its respective officials and employees shall have the right to select counsel, with the reasonable cost of such counsel paid by Fox. The parties acknowledge that, with respect to claims for which insurance is available, the rights of the parties to select counsel for the defense of such claims shall be subject to such approval rights as the insurance company providing coverage may have.

IX. NON-WAIVER

9.1 Any provision of this Agreement may be amended or waived if done in writing and signed by the City.

9.2 No course of dealing on the part of the City and Fox nor any failure or delay by the City and Fox in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

X. CHANGES AND AMENDMENTS

10.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by the City and Fox.

XI. LEGAL AUTHORITY

11.1 The signers of this Agreement, represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of the City and Fox, respectively, and to bind the City, and Fox to all of the terms, conditions, provisions and obligations herein contained.

XII. VENUE AND GOVERNING LAW

12.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

12.2 ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THIS CONTRACT SHALL BE HEARD AND DETERMINED IN BEXAR COUNTY, TEXAS.

XIII. NOTICE

13.1 Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed with sufficient postage, sent by certified mail, return receipt requested, or delivered personally to an officer of the receiving party at the following addresses:

For City:
City Manager
City Hall, 701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-5804

For Fox:
R. Nathan Fox
President/CEO
Fox Tank Company, South Texas Office
P.O. Box 295309
Kerrville, TX 78029
Facsimile: (830) 995-5022
Email: nathan@foxtankcompany.com

13.2 Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is acknowledged. Any communication so delivered in person shall be deemed received when receipted for or actually received by an officer of the party to whom the communication is properly addressed.

DRAFT 10/04/18

XIV. SURVIVAL

14.1 Each and every indemnification obligation, warranty, representation, covenant and agreement of City and Fox contained herein shall survive the execution, delivery and termination of this Agreement for a period of two (2) years from and after the date of termination of this Agreement, and shall not be merged into any document executed and delivered, but shall expressly survive and be binding thereafter on City and Fox, respectively.

XV. COUNTERPARTS

15.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

CITY OF KERRVILLE, TEXAS

_____

Mark McDaniel, City Manager

FOX TANK, INC.

_____

Nathan Fox, President/CEO

ATTEST:

_____

Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

_____

Michael C. Hayes, City Attorney

T:\Legal\Economic Development\380\Fox Tank\380 Agreement_Fox Tank_100318.docx

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

SUBJECT: Ordinance 2018-30, amending Chapter 70 "Offenses and Miscellaneous Provisions", Article II "Electioneering at Polling Places", Section 70-42 "Definitions", to revise the definition of "Voting Period"; and to revise Section 70-43 "Regulations and Exceptions"; to continue to authorize the placement of political signs on City property and to allow such signs to remain through the duration of a voting period; containing a savings and severability clause; providing for penalties not to exceed $2,000.00; ordering publication; providing an effective date; and providing other matters related to the subject.

AGENDA DATE OF: 9/11/2018 **DATE SUBMITTED:** 10/3/2018

SUBMITTED BY: Cheryl Brown

EXHIBITS: Ordinance No. 2018-30

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: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

Amending Chapter 70 "Offenses and Miscellaneous Provisions", Article II "Electioneering at Polling Places", Section 70-42 "Definitions", to revise the definition of "Voting Period"; and to revise Section 70-43 "Regulations and Exceptions"; to continue to authorize the placement of political signs on City property and to allow such signs to remain through the duration of a voting period

RECOMMENDED ACTION:

Approve Ordinance 2018-30 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-30

AN ORDINANCE AMENDING CHAPTER 70 "OFFENSES AND MISCELLANEOUS PROVISIONS", ARTICLE III "ELECTIONEERING AT POLLING PLACES", SECTION 70-42 "DEFINITIONS", TO REVISE THE DEFINITION OF "VOTING PERIOD"; AND TO REVISE SECTION 70-43 "REGULATIONS AND EXCEPTIONS"; TO CONTINUE TO AUTHORIZE THE PLACEMENT OF POLITICAL SIGNS ON CITY PROPERTY AND TO ALLOW SUCH SIGNS TO REMAIN THROUGH THE DURATION OF A VOTING PERIOD; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES NOT TO EXCEED $2,000.00; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City currently utilizes the Kathleen C. Cailloux Theater for the Performing Arts ("Theater") as a polling place; and

WHEREAS, electioneering occurs at the Theater during elections, which includes the posting of signs; and

WHEREAS, City Council believes that the City's Code of Ordinances should be amended, as specified below, to authorize the continued placement of political signs on City property, but to expand this authority to include the entire duration of an election; and

WHEREAS, City Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Code of Ordinances as follows;

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

SECTION ONE. Chapter 70 "Offenses and Miscellaneous Provisions", Article III "Electioneering at Polling Locations", Section 70-42 "Definitions" is amended by deleting the language that is bracketed and stricken ([~~deleted~~]) and adding the language that is underlined (added) as follows:

"**Sec. 70-42. - Definitions.**

Voting period means the period [~~each day~~] of days beginning [~~the hour~~] at 12:00 pm the day before the polls are open for voting, to include any period of early voting, and ending [~~when the polls close or the last voter has voted, whichever is later~~] by 12:00 pm the day after the election day."

SECTION TWO. Chapter 70 "Offenses and Miscellaneous Provisions", Article III "Electioneering at Polling Locations", Section 70-43 "Regulations and Exceptions" is amended by deleting the language that is bracketed and stricken ([~~deleted~~]) and adding the language that is underlined (added) as follows:

"**Sec. 70-43. - Regulations and Exceptions.**

(a) The following regulations apply to electioneering at a polling place during the voting period:

(1) It is unlawful for a person to leave an electioneering sign or literature at a polling place other than during the voting period [~~and for thirty minutes before and after the voting period~~]."

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

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

SECTION 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 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 1-8, or its successor section, of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS ($2,000.00).

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

SECTION EIGHT. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

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

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

_____
Bill Blackburn, Mayor

ATTEST:

_____
Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

T:\LEGAL\CITY PROPERTY\ORD\AMEND CH 70, ART III, REG OF POLITICAL SIGNS_ELECTIONEERING-VOTING PERIOD_100318.DOCX

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

SUBJECT: Resolution No. 41-2018 Resolution No. 41-2018 granting a Conditional Use Permit for an approximate 0.132 acre tract of land; being Lot 1, Block 28 of the JA Tivy Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and otherwise known as 1220 Broadway (SH 27); said property being located within the 17-C Zoning District; by permitting said property to be developed and used for Personal Services I (Beauty Parlor/Barber Shop); and making said permits subject to certain conditions and restrictions.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 9/28/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Resolution No. 41-2018
Location Map

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: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

The description of District 17-C lists Personal Services as one of the primary uses within the district, therefore the allowance for the Conditional Use is fitting. The re-use of the existing building will fit the area well.

The existing zoning is consistent with the Kerrville 2050 Comprehensive Plan.

RECOMMENDED ACTION:

Hold public hearing and approve Resolution No. 41-2018.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 41-2018

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR AN APPROXIMATE 0.132 ACRE TRACT OF LAND; BEING LOT 1, BLOCK 28 OF THE JA TIVY ADDITION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND OTHERWISE KNOWN AS 1220 BROADWAY (SH 27); SAID PROPERTY BEING LOCATED WITHIN THE 17-C ZONING DISTRICT; BY PERMITTING SAID PROPERTY TO BE DEVELOPED AND USED FOR PERSONAL SERVICES I (BEAUTY PARLOR/BARBER SHOP); AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS

WHEREAS, the Planning and Zoning Commission and City Council of the City of Kerrville, Texas, in compliance with the City Charter and state law with reference to the granting of a Conditional Use Permit under Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas, and the official zoning map adopted thereby, have given the requisite notices by United States mail, publication, and otherwise; and after holding due hearings and affording a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area, City Council finds that the health, safety, and general welfare will be best served by the granting of a Conditional Use Permit for the property described in Section One hereof, and subject to the special conditions and restrictions as provided herein;

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

SECTION ONE. A Conditional Use Permit IS granted to permit the property described as follows to be developed and used for Personal Services I (beauty parlor and/or barber shop), as that term is defined in Article 11-I-3 of the Zoning Code of the City of Kerrville, Texas ("Zoning Code"), and subject to the provisions of this Resolution and other applicable City Code, ordinances, and resolutions:

> **An approximate 0.132 acre of land, being Lot 1, Block 28 of the JA Tivy Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as 1220 Broadway (SH 27);**

hereafter referred to as "the Property."

SECTION TWO. In addition to the use and development regulations currently applicable to the Property, if the Property is developed and used for

Personal Services I (beauty parlor and/or barber shop), such development and use is subject to the following additional development and use conditions and regulations:

A. **Personal Services I**: Under Personal Services II, the only use authorized by this Resolution is for the use of the Property for a beauty parlor and/or barber shop. All other uses specified under the definition of Personal Services I, as that term is defined in Article 11-I-3 of the Zoning Code, are prohibited.

B. **Signs**: The design, installation, location, operation, and maintenance of signs shall comply with the City's ordinances regulating signs at the time of installation, to include the City's Sign Code (Chapter 6, Art. II, Code of Ordinances).

C. **Exterior Lighting**: Any exterior lighting shall be located, shielded, and aimed in such a manner so as not to allow light to fall directly onto adjacent properties or streets.

D. **Parking**: The design and number of parking spaces shall be in accordance with the City's regulations in effect at the time building permits are submitted to the City. All required parking spaces shall be constructed of asphalt or concrete and shall be marked and kept available for customers and employees.

E. **Other Zoning regulations**: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, as amended or superseded, the provisions of this Resolution shall prevail.

SECTION THREE. This Resolution and the Conditional Use Permit granted herein is subject to termination in accordance with Article 11-I-13 of the Zoning Code of the City of Kerrville, Texas.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Cheryl Brown, Interim City Secretary

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Location Map

Case # 2018-056

Location:
1220 Broadway

Legend

200' Notification Area
Subject Properties

N
W E
S

0 50 100 200
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: Resolution No. 42-2018 granting a Conditional Use Permit for Lot 2-R, Block 1, Fritts Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and otherwise known as 601 Spur 100N; said property is located within the 29-E Zoning District; by permitting said property to be used for a manufactured home or manufactured housing; and making said permit subject to certain conditions and restrictions contained herin.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 9/28/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Resolution No. 42-2018
Location Map

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: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

The adjacent district to the north is zone RM, Residential Mixed, which allows manufactured homes. The surround properties are zoned E-27, same as the property in question.

Since the primary use is not changing, the request is consistent with the Comprehensive Plan, Kerrville 2050.

As an accessory use to the overall property, staff does not foresee any major impacts by allowing the manufactured home on the property.

RECOMMENDED ACTION:

Approve Resolution No. 42-2018.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 42-2018

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT FOR LOT 2-R, BLOCK 1, FREEMAN FRITTS ADDITION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND OTHERWISE KNOWN AS 601 SPUR 100 N; SAID PROPERTY IS LOCATED WITHIN THE 27-E ZONING DISTRICT; BY PERMITTING SAID PROPERTY TO BE USED FOR A MANUFACTURED HOME OR MANUFACTURED HOUSING; AND MAKING SAID PERMIT SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Kerrville, Texas, in compliance with the City Charter and state law with reference to the granting of conditional use permits under Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas, and the official zoning map adopted thereby; having given the requisite notices by United States mail, publication, and otherwise; and after holding due public hearings and affording a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the City Council of the City of Kerrville, Texas, finds that the health, safety, and general welfare will be best served by the granting of a Conditional Use Permit, subject to the special conditions and restrictions set out hereinafter on the property described in Section One hereof;

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

SECTION ONE. A Conditional Use Permit is granted to permit the property described below to be developed and used for a manufactured home or manufactured housing as that term is defined by Title 11, Chapter I of the Zoning Code of the City of Kerrville, Texas ("Zoning Code"), and such use is subject to the provisions of this Resolution and other applicable City ordinances and regulations:

> **Lot 2-R, Block 1, Freeman Fritts Addition, a subdivision within the City of Kerrville, Kerr County, Texas, and more commonly known as 601 Spur 100 N., Kerrville, Texas, 78028.**

Hereafter referred to as "the Property."

SECTION TWO. In addition to the development and use regulations currently applicable to the Property, development and use of the Property is subject to the following additional conditions:

A. **Site Plan**: The development and use of the Property must conform to the site plan, attached as **Exhibit A**.

B. **Platting**: An administratively complete application for a replat of the Property must be submitted to the City for approval before the issuance of any permit.

C. **Screening**: The owner or developer of the Property shall maintain screening along the western portion of the Property, as indicated on the site plan referenced in A., above, such screening to consist of a landscaping hedge that grows to at least eight feet (8.0') at maturity.

D. **Other Zoning Regulations**: The regulations set forth in this Resolution are in addition to those set forth in the Zoning Code, as amended or superseded. In the event of any irreconcilable conflict between this Resolution and the regulations set forth in the Zoning Code, as amended or superseded, the provisions of this Resolution will prevail.

SECTION THREE. This Resolution and the Conditional Use Permit granted herein is subject to termination in accordance with Article 11-I-13 of the Zoning Code.

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

_____
Bill Blackburn, Mayor

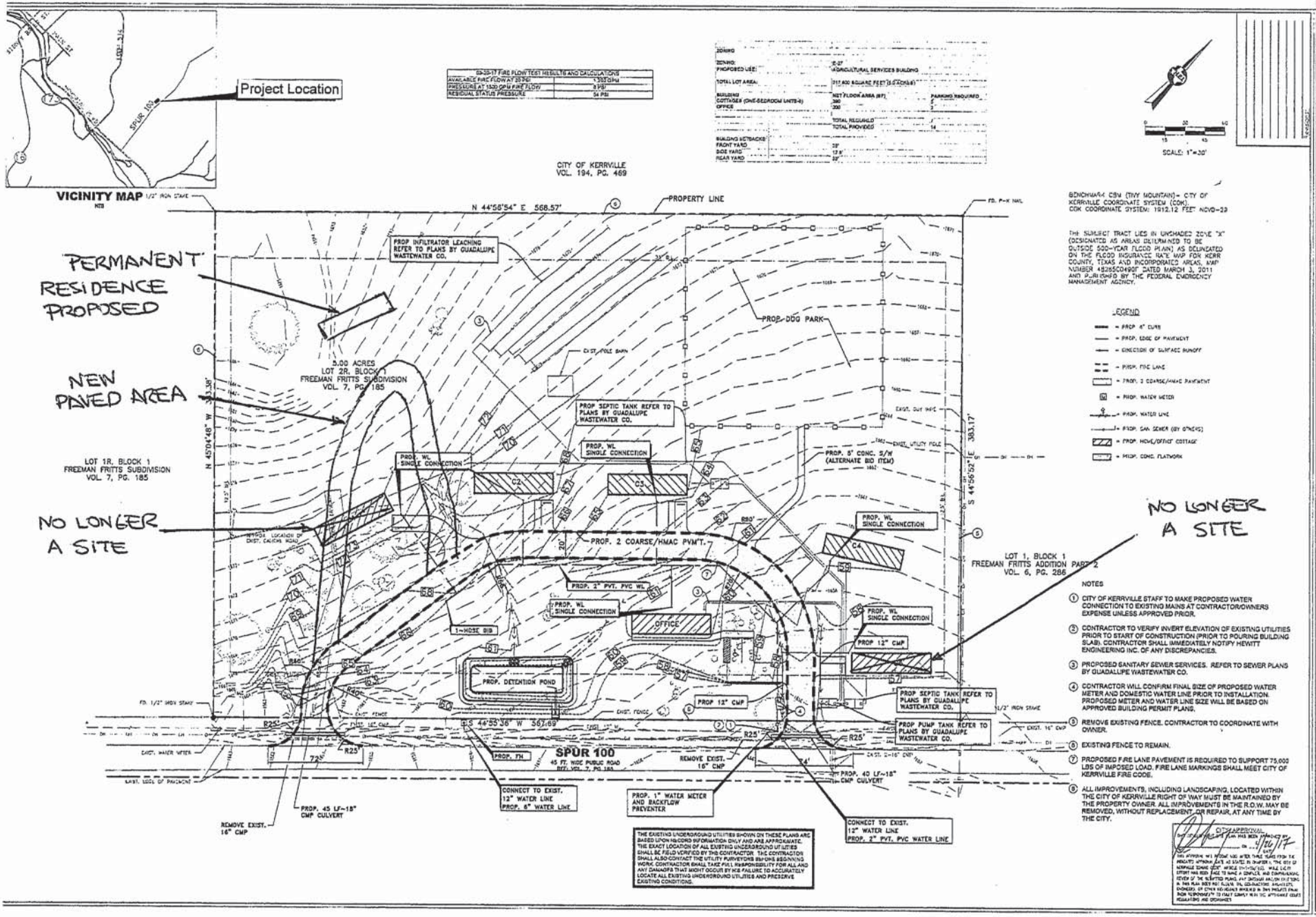
ATTEST:

_____
Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\CUP\Spur 100_VA DogTraining Center_manufactured home_092718.docx


Project Location
VICINITY MAP
03-30-17 FIRE FLOW TEST RESULTS AND CALCULATIONS
AVAILABLE FIRE FLOW AT 20 PSI 1,325 GPM
PRESSURE AT 1500 GPM FIRE FLOW 8 PSI
RESIDUAL STATUS PRESSURE 54 PSI
ZONING
ZONING: R-2F
PROPOSED USE: AGRICULTURAL SERVICES BUILDING
TOTAL LOT AREA: 217,800 SQUARE FEET (5.0 ACRES)
BUILDING
COTTAGES (ONE-BEDROOM UNITS-6) 360 6
OFFICE 200 2
TOTAL REQUIRED
TOTAL PROVIDED 14
BUILDING SETBACKS
FRONT YARD 25'
SIDE YARD 12.5'
REAR YARD 25'
CITY OF KERRVILLE
VOL. 194, PG. 469
SCALE: 1"=20'
BENCHMARK CBM (TINY MOUNTAIN)- CITY OF KERRVILLE COORDINATE SYSTEM (COK).
COK COORDINATE SYSTEM: 1912.12 FEET NGVD-29
THE SUBJECT TRACT LIES IN UNSHADED ZONE "X" (DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR KERR COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48265C0490F DATED MARCH 3, 2011 AND PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
LEGEND
= PROP. 6" CURB
= PROP. EDGE OF PAVEMENT
= DIRECTION OF SURFACE RUNOFF
= PROP. FIRE LANE
= PROP. 2 COARSE/HMAC PAVEMENT
= PROP. WATER METER
= PROP. WATER LINE
= PROP. SAN. SEWER (BY OTHERS)
= PROP. HOME/OFFICE COTTAGE
= PROP. CONC. FLATWORK
PERMANENT RESIDENCE PROPOSED
NEW PAVED AREA
NO LONGER A SITE
NO LONGER A SITE
PROPERTY LINE
N 44°58'54" E 568.57'
N 45°04'48" W 383.38'
S 44°56'52" E 383.17'
S 44°55'36" W 567.69'
PROP. INFILTRATOR LEACHING REFER TO PLANS BY GUADALUPE WASTEWATER CO.
PROP. DOG PARK
EXIST. POLE BARN
5.00 ACRES
LOT 2R, BLOCK 1
FREEMAN FRITTS SUBDIVISION
VOL. 7, PG. 185
PROP. SEPTIC TANK REFER TO PLANS BY GUADALUPE WASTEWATER CO.
PROP. WL SINGLE CONNECTION
PROP. 5' CONC. S/W (ALTERNATE BID ITEM)
LOT 1R, BLOCK 1
FREEMAN FRITTS SUBDIVISION
VOL. 7, PG. 185
C2
C3
C4
PROP. 2 COARSE/HMAC PVMT.
PROP. 2" PVT. PVC WL
1-HOSE BIB
OFFICE
PROP. DETENTION POND
PROP. 12" CMP
PROP. SEPTIC TANK REFER TO PLANS BY GUADALUPE WASTEWATER CO.
PROP. PUMP TANK REFER TO PLANS BY GUADALUPE WASTEWATER CO.
LOT 1, BLOCK 1
FREEMAN FRITTS ADDITION PART 2
VOL. 6, PG. 286
SPUR 100
45 FT. WIDE PUBLIC ROAD
REF. VOL. 7, PG. 185
PROP. TH
REMOVE EXIST. 16" CMP
PROP. 40 LF-18" CMP CULVERT
PROP. 45 LF-18" CMP CULVERT
REMOVE EXIST. 16" CMP
CONNECT TO EXIST. 12" WATER LINE
PROP. 6" WATER LINE
PROP. 1" WATER METER AND BACKFLOW PREVENTER
CONNECT TO EXIST. 12" WATER LINE
PROP. 2" PVT. PVC WATER LINE
EXIST. WATER METER
EXIST. EDGE OF PAVEMENT
FD. 1/2" IRON STAKE
THE EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED UPON RECORD INFORMATION ONLY AND ARE APPROXIMATE. THE EXACT LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO CONTACT THE UTILITY PURVEYORS BEFORE BEGINNING WORK. CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ALL AND ANY DAMAGES THAT MIGHT OCCUR BY HIS FAILURE TO ACCURATELY LOCATE ALL EXISTING UNDERGROUND UTILITIES AND PRESERVE EXISTING CONDITIONS.
NOTES
1. CITY OF KERRVILLE STAFF TO MAKE PROPOSED WATER CONNECTION TO EXISTING MAINS AT CONTRACTOR/OWNERS EXPENSE UNLESS APPROVED PRIOR.
2. CONTRACTOR TO VERIFY INVERT ELEVATION OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION (PRIOR TO POURING BUILDING SLAB). CONTRACTOR SHALL IMMEDIATELY NOTIFY HEWITT ENGINEERING INC. OF ANY DISCREPANCIES.
3. PROPOSED SANITARY SEWER SERVICES. REFER TO SEWER PLANS BY GUADALUPE WASTEWATER CO.
4. CONTRACTOR WILL CONFIRM FINAL SIZE OF PROPOSED WATER METER AND DOMESTIC WATER LINE PRIOR TO INSTALLATION. PROPOSED METER AND WATER LINE SIZE WILL BE BASED ON APPROVED BUILDING PERMIT PLANS.
5. REMOVE EXISTING FENCE. CONTRACTOR TO COORDINATE WITH OWNER.
6. EXISTING FENCE TO REMAIN.
7. PROPOSED FIRE LANE PAVEMENT IS REQUIRED TO SUPPORT 75,000 LBS OF IMPOSED LOAD. FIRE LANE MARKINGS SHALL MEET CITY OF KERRVILLE FIRE CODE.
8. ALL IMPROVEMENTS, INCLUDING LANDSCAPING, LOCATED WITHIN THE CITY OF KERRVILLE RIGHT OF WAY MUST BE MAINTAINED BY THE PROPERTY OWNER. ALL IMPROVEMENTS IN THE R.O.W. MAY BE REMOVED, WITHOUT REPLACEMENT, OR REPAIR, AT ANY TIME BY THE CITY.
CITY APPROVAL
4/26/17
AMENDED DEVELOPMENT SITE PLAN
VA DOG TRAINING CENTER
601 SPUR 100 NORTH
Hewitt Engineering Inc.
Consulting Engineering Services
716 Barnett Street • Kerrville, Texas 78028 • 830.315.5800
TBPE Registration No. F-10739 www.hewitt-inc.com
Job No.: 14127
Date: 5/1/17
Drawn by: JR/BTR
Sheet: C1

Location Map

Case # 2018-054

Location:
601 Spur 100

Legend

200' Notification Area
Subject Properties

N
W E
S

0 125 250 500
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: Ordinance No. 2018-23, annexing 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, into the corporate limits of the City of Kerrville, Texas; said tract being located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; and addresses as 1515 Knapp Road S.; further describing the property to be annexed; adopting a service plan for the property annexed; and establishing the zoning for the property annexed.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Survey, Preliminary plat

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: ☒	No: ☐
Key Priority Area	L - Land Use	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

This is the first of two ordinance readings for a petition annexation and a public hearing for the zoning request 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.

The applicant has requested W7 zoning, consistent with the area. The zoning request was heard by the Planning and Zoning Commission August 2nd. Utility extensions through the property have been addressed with the preliminary plat, also reviewed by the Planning and Zoning Commission August 2nd.

The requested tract of land is located within the Future Land Use Plan Catalyst Area #5 and should be positively considered for annexation to encourage other development within the Harper Road gateway and the Kerrville Sports Complex catalyst area.

The petition was filed, administratively complete on June 11, 2018. City Council heard the petition on July 10th and passed a resolution to accept the petition and direct staff to begin the annexation process.

This is the first reading of the annexation ordinance including a public hearing for the zoning request.

Next Step:

October 23, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Hold public hearing and approve Ordinance No. 2018-23 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-23

AN ORDINANCE ANNEXING AN APPROXIMATE 58.74 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, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; AND ADDRESSED AS 1515 KNAPP ROAD S.; FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE PROPERTY ANNEXED; AND ESTABLISHING THE ZONING FOR THE PROPERTY ANNEXED

WHEREAS, pursuant to Texas Local Government Code Section 43.028, the owner of the property described in Section One, below, previously petitioned the City to annex the property into the corporate limits of the City of Kerrville, Texas; and

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

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

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

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

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C**, attached hereto and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, shall be subject to a zoning designation of Zoning District 7-W.

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

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

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

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

SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Cheryl Brown, Interim City Secretary

T:\Legal\DEVELOPMENT SERVICES (Planning)\Annexation\Ord\1515 Knapp Rd-Thompson Dr___~60 ac_100318.docx

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 ½" 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 ½" 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 ½" 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 Builta 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 Builta 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 ½" 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 ½" 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 ½" iron rod found for angle;

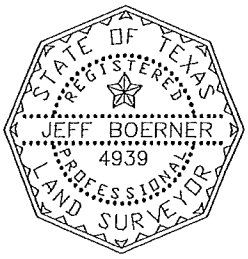
(10) **Thence,** along the northeast right-of-way line of State Spur No. 98, the following courses and distances:

a. **N 52° 27' 24" W, 828.91'** to a ½" 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

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.

_____

Notary Public, State of Texas

Printed Name: Angela M Fajardo

ANGELA M. FAJARDO
My Notary ID # 4668693
Expires March 29, 2022

EXHIBIT SHOWING:

BEING 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. 15-05615, 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

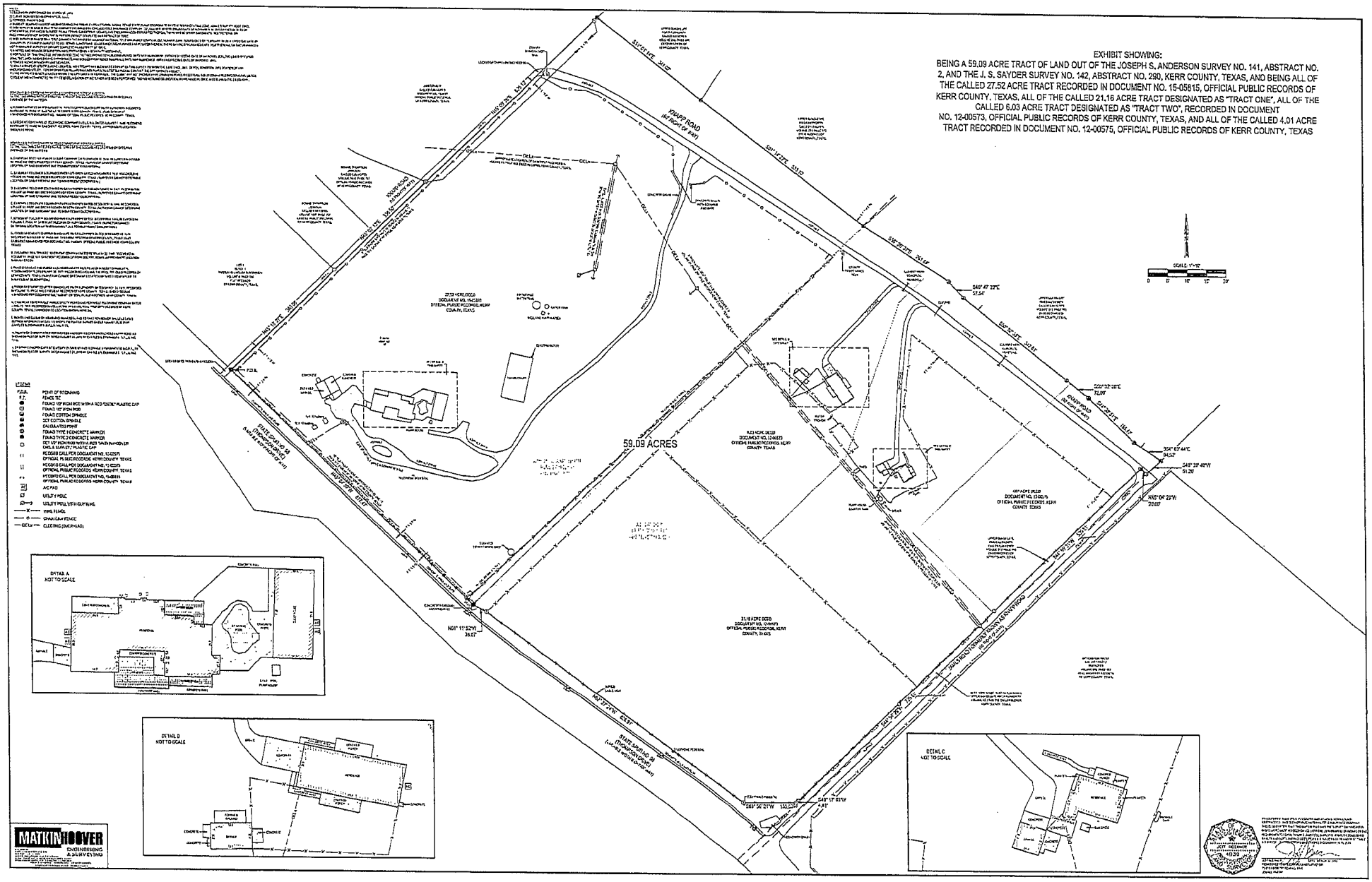


EXHIBIT C

ANNEXATION SERVICE PLAN

I. **INTRODUCTION**: This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.

II. **UNIFORM LEVEL OF SERVICES**: The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.

III. **SPECIFIC FINDINGS**: City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain any park and recreation facilities located within the annexation area on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows: 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of- way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.	
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops

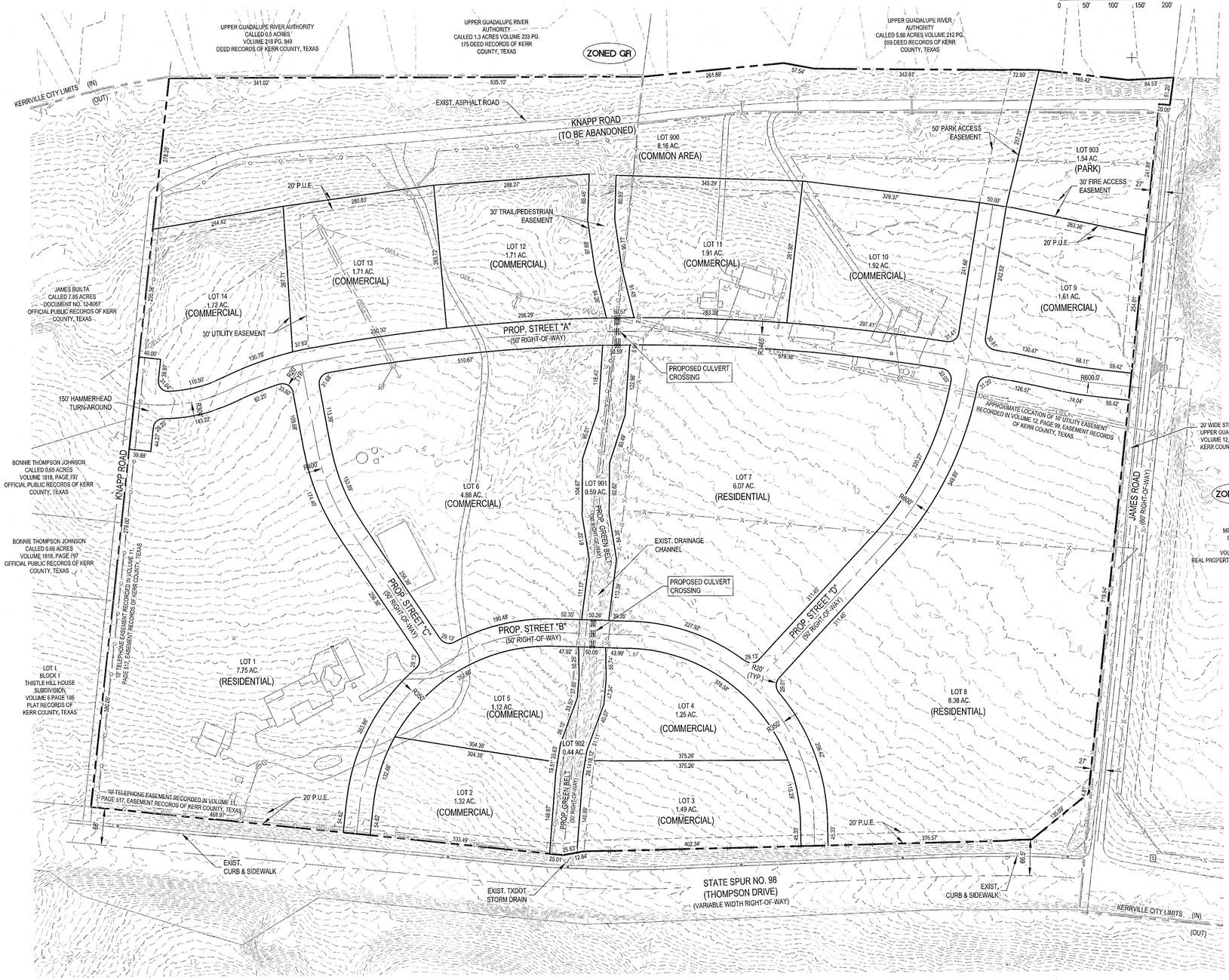
SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation

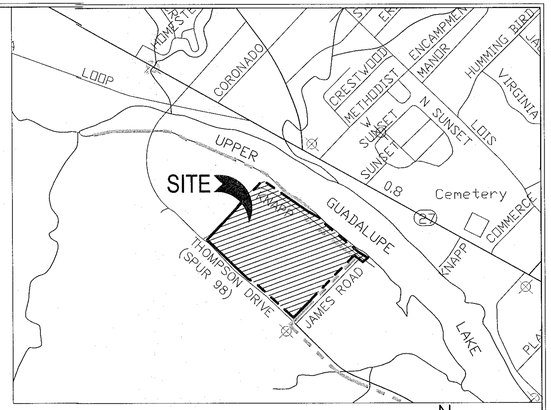
PRELIMINARY PLAT OF "THE LANDING"

BEING 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 RECORDS OF KERR COUNTY, TEXAS.

SCALE: 1"=100'

0 50' 100' 150' 200'





LOCATION MAP

SCALE: 1"=1,000'

N

LEGEND

KERRVILE CITY LIMITS	
PROJECT BOUNDARY	
RIGHT OF WAY	
LOT LINE	
PUBLIC UTILITY EASEMENT	
EXISTING 1' CONTOUR	
EXISTING 5' CONTOUR	1680
EXISTING WIRE FENCE	X
EXISTING CHAIN-LINK FENCE	O
EXISTING OVERHEAD ELECTRICAL	OEL
EXISTING UTILITY POLE w/ GUY WIRE	
EXISTING UTILITY POLE	
EXISTING STREET SIGN	S

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JEFF BOERNER DO HEREBY CERTIFY THAT I MADE AN ACTUAL AND ACCURATE SURVEY ON THE GROUND OF THE HEREON PLATTED LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF KERRVILLE, TEXAS.

DATED THIS ____ DAY OF _____, 20

_____
JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4939

STATE OF TEXAS JEFF BOERNER 4939 REGISTERED PROFESSIONAL LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SUBDIVISION HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KERRVILLE, TEXAS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE CITY PLANNING AND ZONING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK

DATED THIS ____ DAY OF _____, 20

_____
CHAIRPERSON
CITY OF KERVILLE PLANNING & ZONING COMMISSION

IN ACCORDANCE WITH ART. 10-IV-2 OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, AND IN CONSIDERATION OF THE APPROVAL OF _____, HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES MADE AGAINST THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, OCCASIONED BY THE ESTABLISHMENT OF GRADES OF THE ALTERATION OF THE SURFACE OF ANY PORTION OF EXISTING STREETS AND ALLEYS TO CONFORM TO THE GRADES ESTABLISHED IN THE ABOVE NAMED SUBDIVISION.

_____
OWNER

STATE OF TEXAS
COUNTY OF KERR

THAT I,_____ PARTNER, BEING A DULY AUTHORIZED REPRESENTATIVE FOR _____, THE OWNER OF THE LAND SHOWN AND PLATTED HEREON FOR SUBDIVISION, HEREBY ADOPT THIS PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL EASEMENTS FOR PURPOSES NOTED.

WITNESS MY HAND THIS_____DAY OF_____, 20

_____
OWNER

STATE OF TEXAS §
COUNTY OF KERR §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 20

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS

LAND SUMMARY (59.09 ACRES)

COMMERCIAL LOTS: 20.64 ACRES

RESIDENTIAL LOTS: 22.20 ACRES

PARK/GREEN BELT: 10.73 ACRES

ROADS: 5.52 ACRES

NOTE:
EXISTING BUILDINGS / STRUCTURES ON THE PROPERTY ARE TO BE REMOVED.

NOTE:
SEE OVERALL UTILITY PLAN FOR PROPOSED WATER AND SANITARY SEWER LAYOUT.

NOTES:

1. A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100-YEAR FEMA FLOODPLAIN FLOOD ZONE "AE" ACCORDING TO FLOOD INSURANCE RATE MAPS (FIRM) MAP NOS. 48265C0460F & 48265C0470F DATED MARCH 03, 2011.
2. SOME IMPROVEMENTS OR STRUCTURES EXIST WITHIN TWO (2) FEET OF THE PROPERTY BOUNDARY.
3. STREETS WITHIN THIS PHASE WILL BE BUILT ACCORDING TO CITY OF KERRVILLE STANDARD SPECIFICATIONS.
4. ALL CURB WITHIN THIS PHASE IS TO BE STANDARD CURB AND GUTTER PER CITY OF KERRVILLE STANDARD SPECIFICATIONS.
5. ALL BUILDING SETBACKS TO COMPLY WITH THE CITY OF KERRVILLE ZONING ORDINANCE.
6. 1' CONTOURS SHOWN.

FILED FOR RECORD ON THE_____ DAY OF _____, 20

AT_____ O'CLOCK_____. M.

RECORDED ON THE _____ DAY OF _____, 20

AT_____ O'CLOCK_____. M. IN VOLUME_____AT PAGE_____OF

THE PLAT RECORDS OF KERR COUNTY, TEXAS

_____
JANNETT PIEPER, KERR COUNTY CLERK

OWNER/DEVELOPER:
THOMPSON DRIVE PARTNERS, LLC
C/O GRANGER MACDONALD
2951 FALL CREEK ROAD
KERRVILLE, TEXAS 78028

AGENT:
MATKIN HOOVER
C/O KEN KOLACNY, P.E.
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006

MATKINHOOVER ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0099
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

REV:
DATE: JUNE 11, 2018

JOB NO. 2739.10

SHEET 1 OF 1

Z:\PROJECTS\2739 - 58 Ac. Commercial Tract\10 - 58 Ac Platting & Constr Plans\Plat\273910 PRELIMINARY PLAT.dwg
Date: Jul 16, 2018, 11:58am User ID: dbrandesky

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

SUBJECT: Public hearing for Ordinance No. 2018-25, first reading for City to annex into its incorporated limits and a proposed recommendation for a zoning classification of a "PDD" (Planned Development District), for Comanche Trace Section 15, an approximately 5.335 acre tract of land located in the William Wait survey No. 65, Abstract No. 364, Kerr County, Texas, and being a portion of that certain called 152.61 acre tract recorded in document # 17-03998,official public records of Kerr County, Texas.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance No. 2018-25
Map

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: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

This is the first of two readings for Ordinance No. 2018-25, for a petition for annexation and a public hearing for the zoning request of the subject property. The 5.3 acre tract is part of the 1131.78 acre tract known as Comanche Trace. The applicant's submittal of the preliminary plat of Comanche Trace Phase 15 triggered a request for voluntary annexation, per the development agreement between the City and the developer. The preliminary plat was approved by the Commission on March 1, 2018.

In keeping with the residential nature of the development, staff recommended a zoning classification of Planned Development District – Residential (PDD-Residential), to allow the development of single family lots. This phase of Comanche Trace includes 17 single family lots and a further extension of Comanche Hills from its current terminus on the southeast end at Comanche Trace Section 13.

The Planning and Zoning Commission conducted a public hearing on this item at the April 5, 2018 regular meeting and recommended that the Council annex the subject tract and recommended a zoning designation of Planned Development District – Residential.

This is the first reading of the annexation ordinance including a public hearing for the zoning request.

Next Step:

October 23, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-25.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-25

AN ORDINANCE ANNEXING AN APPROXIMATE 5.335 ACRE TRACT OUT OF THE WILLIAM WATT SURVEY NO. 65, ABSTRACT NO. 364, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; AND GENERALLY LOCATED ADJACENT TO PROPERTY WITHIN THE COMANCHE TRACE RESIDENTIAL SUBDIVISION, WHICH IS LOCATED ALONG STATE HIGHWAY 173; FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE PROPERTY ANNEXED; ESTABLISHING THE ZONING FOR THE PROPERTY ANNEXED; AND MAKING FINDINGS

WHEREAS, pursuant to the provisions of that certain agreement dated January 26, 1999, and titled ***Development Agreement by and between Comanche Trace Ranch and Golf Club, LLLP, a Colorado Limited Liability Limited Partnership and the City of Kerrville, Texas, for Comanche Trace Ranch and Golf Club*** (the "Development Agreement"), and Tex. Loc. Govt. Code §43.052(h)(2), the owner of the property described in Section One, below, has petitioned that said property be annexed into the corporate limits of the City of Kerrville, Texas; and

WHEREAS, pursuant to Section 43.057 of the Texas Local Government Code, City Council affirms that this proposed annexation will cause an area owned by the same owner of property described in Section One, below, to be entirely surrounded by the City's corporate limits, thereby creating a "window pane", and that the City finds that at present, surrounding the area is in the public interest; and

WHEREAS, pursuant to the Development Agreement, the City has the right to annex the additional land described above, the "window pane", at some future date with or without a petition or consent of the owner; and

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

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

SECTION ONE. The findings expressed above are hereby adopted.

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

SECTION THREE. The service plan regarding the provision of public services set forth in **Exhibit B**, attached hereto and incorporated herein by reference, is hereby adopted for the Property, as required by Section 43.056 of the Texas Local Government Code.

SECTION FOUR. Upon the adoption of this Ordinance, the Property shall be and constitute a Planned Development District (PDD) in accordance with Article 11-I-15 of the Code of Ordinances of the City of Kerrville, Texas, which, in addition to the regulations set forth in the Title 11, Chapter I of the Code of Ordinance, shall be subject to the following use and development regulations:

> The Property, and otherwise known as Comanche Trace, Phase XV, shall be used and developed in accordance the regulations of an "R-1" Single Family Residential District.

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

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

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

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

SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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

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

_____
Bill Blackburn, Mayor

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

ATTEST:

_____
Cheryl Brown, Interim City Secretary

T:\LEGAL\DEVELOPMENT SERVICES (PLANNING)\DEV AGRMT\COMANCHE TRACE\ANNEX\COMANCHE TRACE_PHASE 15_100318.DOCX

A

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 5.335 ACRE TRACT OF LAND

BEING A 5.335 ACRE TRACT OF LAND LOCATED IN THE WILLIAM WATT SURVEY NO. 65, ABSTRACT NO. 364, KERR COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN CALLED 152.61 ACRE TRACT RECORDED IN DOCUMENT # 17-03998, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS. SAID 5.335 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a calculated point at the north corner of Lot 16, a west corner of Lot 17, Comanche Trace Subdivision, Phase 11, recorded in Volume 8, Page 57, Plat Records of Kerr County, Texas, said point being in a southerly boundary line of the called 152.61 acre tract;

(1) **Thence,** severing the called 152.61 acre tract, with the southwesterly boundary line of the herein described tract, the following courses and distances:

a. **N 31° 52' 17" W, 23.77'** to a calculated point for interior corner;

b. **S 58° 07' 43" W, 6.17'** to a calculated point for corner;

c. **N 40° 15' 32" W, 90.83'** to a calculated point for angle;

d. **N 40° 14' 54" W, 183.60'** to a calculated point for angle;

e. **N 42° 31' 50" W, 90.16'** to a calculated point for angle;

f. **N 42° 26' 59" W, 52.24'** to a calculated point for angle at a corner in the southeast boundary line of a 13.403 acre tract recorded in Document No. 17-03997, Official Public Records of Kerr County, Texas;

(2) **Thence,** with the southeasterly boundary line of the 13.403 acre tract, the northwesterly boundary line of the herein described tract, the following courses and distances:

a. **N 02° 27' 09" E, 237.21'** to a calculated point for corner;

b. **S 50° 30' 57" E, 89.27'** to a calculated point for interior corner;

c. **N 39° 28' 55" E, 50.00'** to a calculated point for angle;

d. **N 54° 01' 30" E, 129.14'** to a calculated point for corner;

(3) **Thence,** departing the southeasterly boundary line of the 13.403 acre tract, severing the called 152.61 acre tract, with the northeast boundary line of the herein described tract, the following courses and distances:

a. **S 51° 05' 18" E, 48.44'** to a calculated point for angle;

b. **S 50° 36' 14" E, 55.27'** to a calculated point for angle;

c. **S 50° 05' 34" E, 61.44'** to a calculated point for angle;

d. **S 44° 45' 16" E, 61.46'** to a calculated point for angle;

e. **S 41° 10' 14" E, 61.43'** to a calculated point for angle;

f. **S 38° 02' 16" E, 61.43'** to a calculated point for angle;

g. **S 33° 31' 16" E, 59.44'** to a calculated point for angle;

h. **S 33° 40' 27" E, 56.31'** to a calculated point for angle;

i. **S 37° 06' 22" E, 51.95'** to a calculated point for angle;

j. **S 46° 31' 19" E, 51.98'** to a calculated point for angle;

k. **S 54° 50' 00" E, 51.96'** to a calculated point for angle;

l. **S 61° 19' 33" E, 53.00'** to a calculated point for corner;

m. **S 25° 14' 12" W, 125.10'** to a calculated point for angle;

n. **S 27° 33' 48" W, 50.00'** to a calculated point for corner in the northeast boundary line of Lot 18, Comanche Trace Subdivision, Phase 11, a southwest boundary line of the called 152.61 acre tract;

(4) **Thence,** with the southwest boundary line the called 152.61 acre tract, a northeast boundary line of a portion of Lot 18, and all of Lot 17, Comanche Trace Subdivision, Phase 11, the southwest boundary line of the herein described tract, the following courses and distances:

a. **N 62° 26' 12" W, 37.89'** to a calculated point for the point of curvature of a curve to the right;

b. with the arc of a curve to the right, with a **radius of 525.00'**, a **central angle of 18° 03' 46"**, an **arc length of 165.51'**, and a **chord which bears N 53° 22' 40" W, a distance of 164.82'** to a calculated point found for north corner of Lot 17, Comanche Trace Subdivision, Phase 11, an interior corner of the called 152.61 acre tract;

(5) **Thence, S 53° 42' 26" W,** with the southeasterly boundary line of the called 152.61 acre tract, the southeasterly boundary line of the herein described tract, the northwest boundary line of Lot 17, Comanche Trace Subdivision, Phase 11, **a distance of 189.64'** to the **POINT OF BEGINNING** and containing **5.335 acres** of land.

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. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation of reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT B

ANNEXATION SERVICE PLAN

I. **INTRODUCTION**: This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.

II. **UNIFORM LEVEL OF SERVICES**: The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.

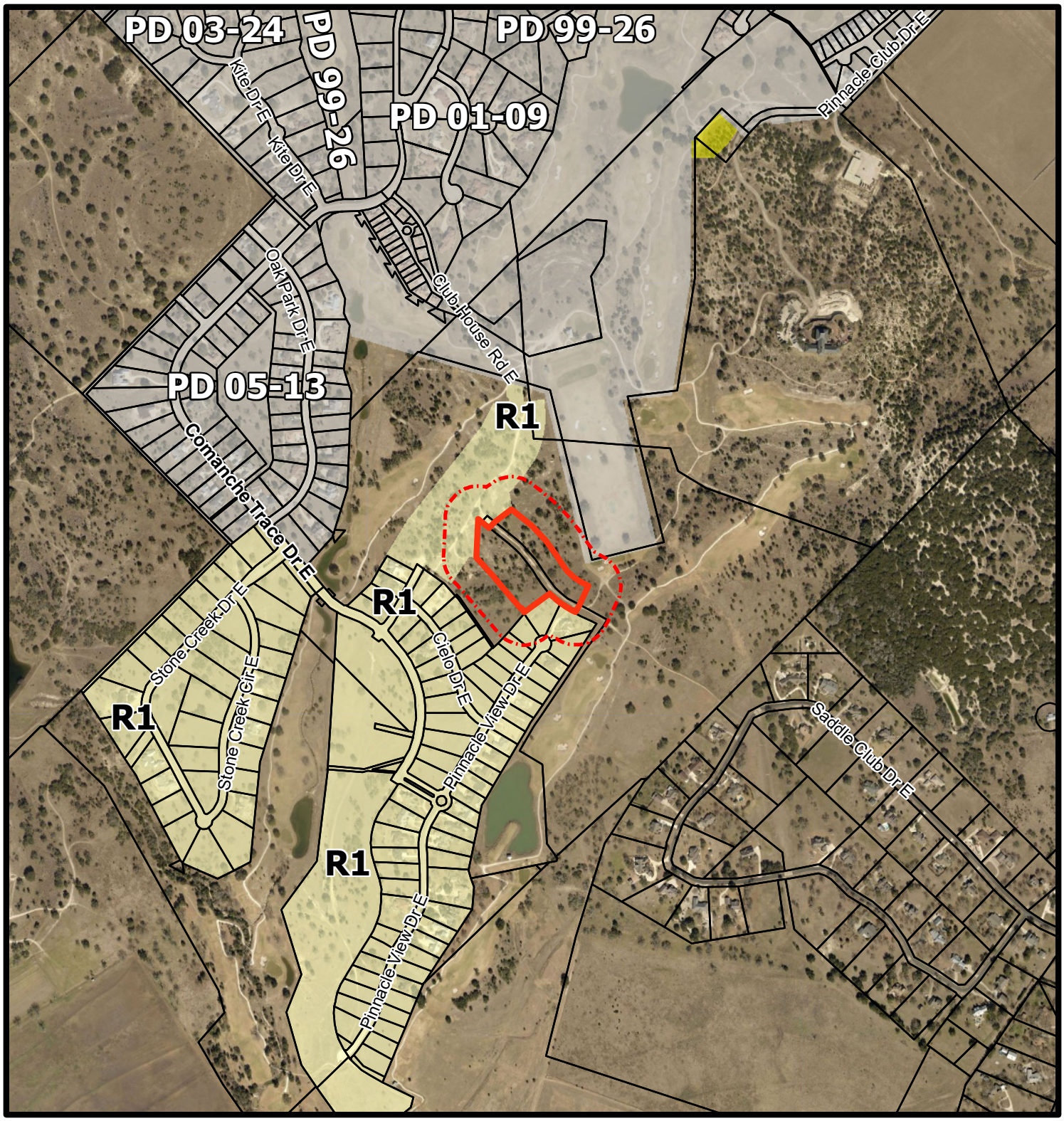
III. **SPECIFIC FINDINGS**: City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain any park and recreation facilities located within the annexation area on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows: 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of- way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.	
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation



Location Map

Case # 2018-007

Location:
Comanche Trace Phase 15

Legend

200' Notification Area
Subject Properties

N
W E
S

0 200 400 800
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: Ordinance No. 2018-26, annexing an approximate 3.669 acre tract of land out of the J.D. Leavell Survey No. 1862, Abstract No. 1435, into the corporate limits of the City of Kerrville, Texas; said tract being located within Kerr County, Texas, and the Extraterritorial Jurisdiction of the City of Kerrville, Texas; and addressed as 884 Farm to Market Road 783 (Harper Road); further describing the property to be annexed; adopting a service plan for the property annexed; and establishing the zoning for the property annexed.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance No. 2018-26
Map

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:** ☐
Key Priority Area	L - Land Use		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

This is the first of two ordinance readings for a petition annexation and a public hearing for the zoning request for the purposes of tying on the City of Kerrville water and sewer services. This property and an adjoining property have both petitioned for annexation.

On August 2, 2018, the Planning and Zoning Commission (P&Z) heard the zoning request for “PDD”. Through the discussion during the meeting, the P&Z felt that it was in the best interest of the community to recommend Gateway District (GTW) as Harper Road is a minor gateway into Kerrville. The district is more restrictive than the proposed PDD. Additionally, as the Kerrville 2050 Plan recommends a review of the Zoning Code, the Gateway District may be more in line with future codes and recommendations.

The requested tract of land is located within the Future Land Use Plan Catalyst Area #5 and should be positively considered for annexation to encourage other development within the Harper Road gateway and the Kerrville Sports Complex catalyst area.

The petition was filed, administratively complete on June 28, 2018. City Council heard the petition on July 10th and passed a resolution to accept the petition and direct staff to begin the annexation process.

This is the first reading of the annexation ordinance including a public hearing for the zoning request.
Next Step:
October 23, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Hold public hearing and approve ordinance No. 2018-26 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-26

AN ORDINANCE ANNEXING AN APPROXIMATE 3.669 ACRE TRACT OF LAND OUT OF THE J.D. LEAVELL SURVEY NO. 1862, ABSTRACT NO. 1435, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; AND ADDRESSED AS 884 FARM TO MARKET ROAD 783 (HARPER ROAD); FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE PROPERTY ANNEXED; AND ESTABLISHING THE ZONING FOR THE PROPERTY ANNEXED

WHEREAS, pursuant to Texas Local Government Code Section 43.028, the owner of the property described in Section One, below, previously petitioned the City to annex the property into the corporate limits of the City of Kerrville, Texas; and

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

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

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

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

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C**, attached hereto and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, shall be subject to a zoning designation of the Gateway Zoning District (GTW).

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

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

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

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

SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

ATTEST:

Cheryl Brown, Interim City Secretary

T:\Legal\DEVELOPMENT SERVICES (Planning)\Annexation\Ord\884 Harper-FM 783_100418.docx

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 39 seconds West, a distance of 403.91 feet to a ½" 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 ½" iron rod found with a red "Voelkel" 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 "Matkin-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 "Matkin-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 116.43 feet to ½" 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 ½" iron rod set with a red "Matkin-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 ½" iron rod found with a red "Voelkel" 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.

Location Map

Case # 2018-048

Location:
884 Harper Road

Legend

200' Notification Area
Subject Properties

N
W E
S

0 50 100 200
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.

B

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: _____

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.

MARIE BUTLER
NOTARY
EXPIRES
GEORGIA
APRIL 24, 2020
PUBLIC
THOMAS COUNTY

EXHIBIT C

ANNEXATION SERVICE PLAN

I. **INTRODUCTION**: This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.

II. **UNIFORM LEVEL OF SERVICES**: The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.

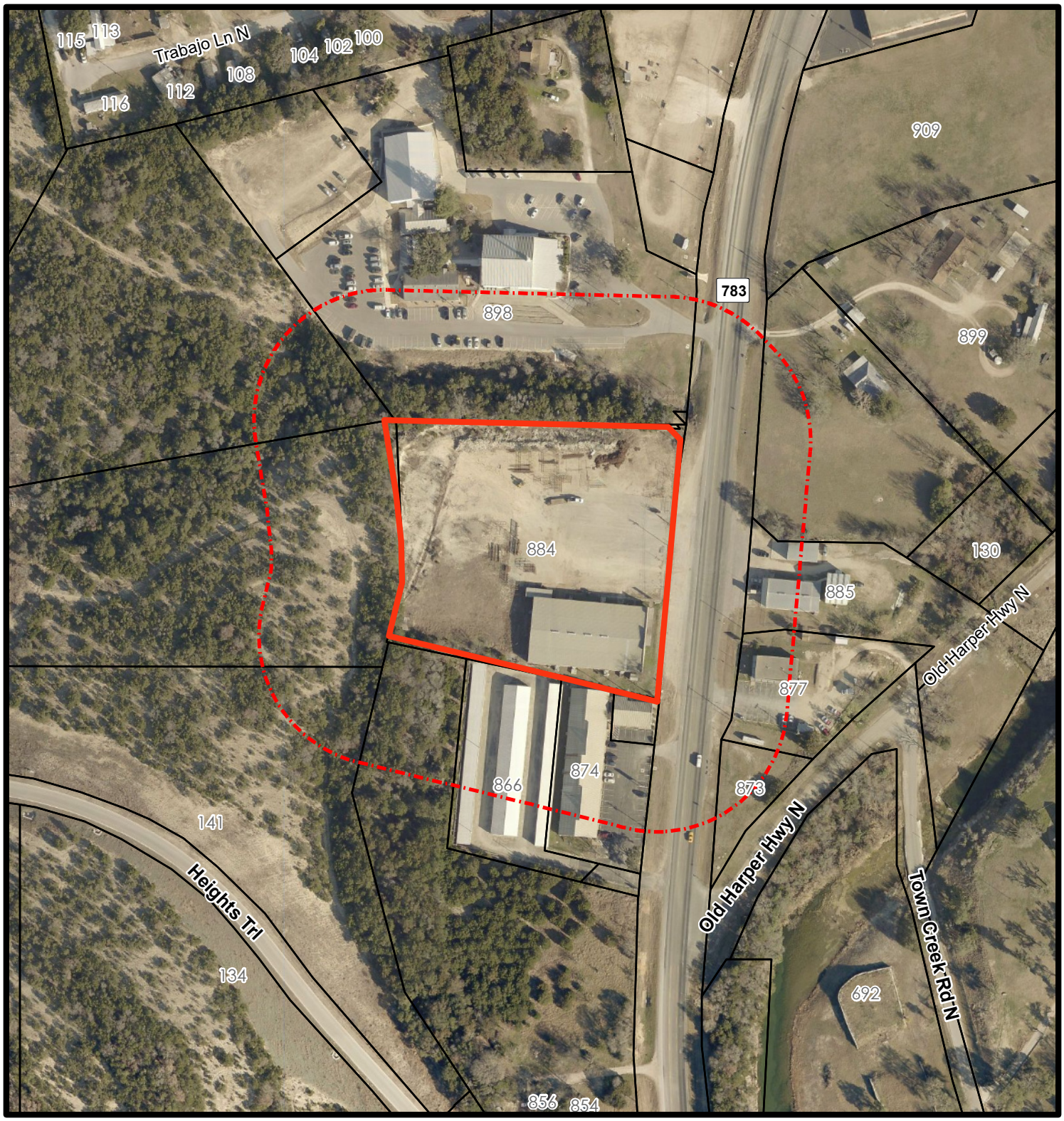
III. **SPECIFIC FINDINGS**: City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain any park and recreation facilities located within the annexation area on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows: 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of- way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.	
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation



Location Map

Case # 2018-048

Location:
884 Harper Road

Legend

200' Notification Area
Subject Properties

N
W E
S

0 50 100 200
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: Ordinance No. 2018-27 annexing 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, into the corporate limits of the City of Kerrville, Texas; said tract being located within Kerr County, Texas, and the extraterritorial jurisdiction of the City of Kerrville, Texas; and addressed as 874 Farm to Market Road 783 (Harper Road); further describing the property to be annexed; adopting a service plan for the property annexed; and establishing the zoning for the property annexed.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 8/6/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance No. 2018-27
Map

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:** ☐
Key Priority Area	L - Land Use		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

This is the first of two readings of Ordinance No. 2018-27, for a petition annexation and a public hearing for the zoning request for the purposes of tying on the City of Kerrville water and sewer services. This property and an adjoining property have both petitioned for annexation.

On August 2, 2018, the Planning and Zoning Commission (P&Z) heard the zoning request for “PDD”. Through the discussion during the meeting, the P&Z felt that it was in the best interest of the community to recommend Gateway District (GTW) as Harper Road is a minor gateway into Kerrville. The district is more restrictive than the proposed PDD. Additionally, as the Kerrville 2050 Plan recommends a review of the Zoning Code, the Gateway District may be more in line with future codes and recommendations.

The annexation request is within the Kerrville 2050 Future Land Use Plan in Catalyst Area # 3 and is recommended for annexation in order to encourage other development within the catalyst area.

The petition was filed, administratively complete on June 26, 2018. City Council heard the petition on July 10th and passed a resolution to accept the petition and direct staff to begin the annexation process.

This is the first reading of the annexation ordinance including a public hearing for the zoning request.

Next Step:
October 23, 2018 - Second reading of annexation ordinance and zoning request.

RECOMMENDED ACTION:

Hold public hearing and approve Ordinance No. 2018-27 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-27

AN ORDINANCE ANNEXING 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, INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SAID TRACT BEING LOCATED WITHIN KERR COUNTY, TEXAS, AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KERRVILLE, TEXAS; AND ADDRESSED AS 874 FARM TO MARKET ROAD 783 (HARPER ROAD); FURTHER DESCRIBING THE PROPERTY TO BE ANNEXED; ADOPTING A SERVICE PLAN FOR THE PROPERTY ANNEXED; AND ESTABLISHING THE ZONING FOR THE PROPERTY ANNEXED

WHEREAS, pursuant to Texas Local Government Code Section 43.028, the owner of the property described in Section One, below, previously petitioned the City to annex the property into the corporate limits of the City of Kerrville, Texas; and

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

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

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

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

SECTION THREE. The service plan regarding the provision of public services, as set forth in **Exhibit C**, attached hereto and incorporated herein by reference, is hereby adopted for the property described in Section One, above, as required by Texas Local Government Code §43.056.

SECTION FOUR. Upon the adoption of this Ordinance, the property as described in Section One, above, shall be subject to a zoning designation of the Gateway Zoning District (GTW).

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

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

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

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

SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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

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

_____
Bill Blackburn, Mayor

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

ATTEST:

_____
Cheryl Brown, Interim City Secretary

T:\Legal\DEVELOPMENT SERVICES (Planning)\Annexation\Ord\874 Harper-FM 783_100418.docx

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 ½" 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 ½" 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.

RECORDER'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, ILLEGIBILITY, 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

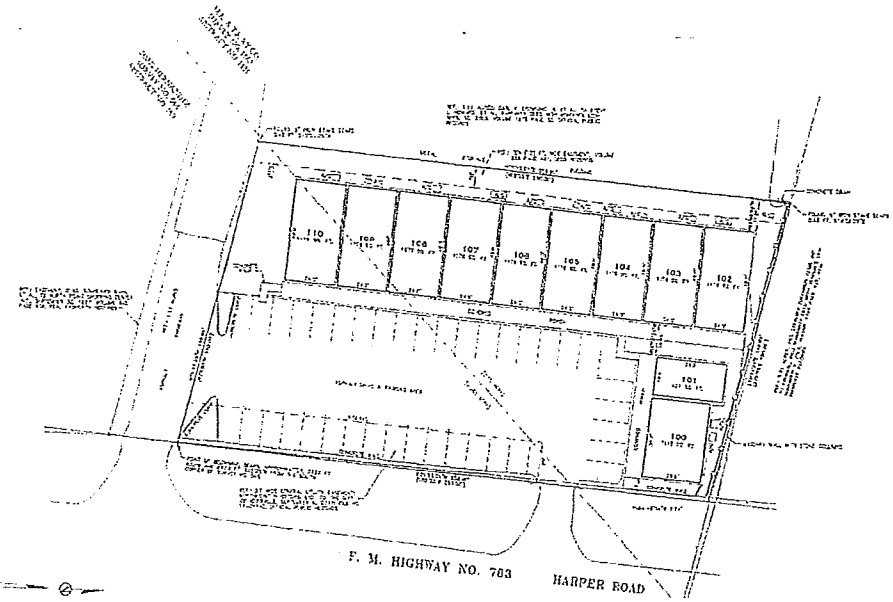
COUNTY COURT OF KERR COUNTY, TEXAS

Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 1191 PG 0651
RECORDING DATE
MAY 24 2002

COUNTY COURT OF KERR COUNTY, TEXAS

Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS



SCALE: 1" = 20

VOELKEL
LAND SURVEYING

Location Map

Case # 2018-049

Location:
874 Harper Road

Legend

200' Notification Area
Subject Properties

N
W E
S

0 50 100 200
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.

B

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. & 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.

CONNIE S DIXON
Notary Public, State of Texas
Comm. Expires 03-13-2020
Notary ID 1190393-3

EXHIBIT C

ANNEXATION SERVICE PLAN

I. **INTRODUCTION**: This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.

II. **UNIFORM LEVEL OF SERVICES**: The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.

III. **SPECIFIC FINDINGS**: City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance.	Immediately following annexation, zoning to be concurrent with annexation
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area, if any, will continue to be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Parks and Recreation Facilities	The City will maintain any park and recreation facilities located within the annexation area on the effective date of annexation on the same basis and at the same level as similar facilities are maintained throughout the City.	Immediately following annexation
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows: 1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of- way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.	
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed where deemed necessary by the city street department, except as provided by the Texas Department of Transportation.	Immediately following annexation
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexation area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Texas Commission on Environmental Quality (TCEQ) beginning on the effective date of the annexation. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation

Location Map

Case # 2018-049

Location:
874 Harper Road

Legend

200' Notification Area
Subject Properties

N
W E
S

0 50 100 200
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: Ordinance No. 2018-28 amending the City's "Zoning Code" by changing the Zoning District for an approximate 0.28 acre tract of land; said tract being part of a 7.964 acre tract, generally located in the 300 block of Holdsworth Drive, North of the intersection of Holdsworth Drive and Norfolk Lane, and within the City of Kerrville, Kerr County, Texas; by removing the area from a Residential Cluster District (RC) and placing it within the 24-N Zoning District; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of Two Thousand Dollars ($2000.00); ordering publication; and providing other matters relating to the subject.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 9/28/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance 2018-28

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: ☐
Key Priority Area	L - Land Use	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT

This property is within the Kerrville 2050 Catalyst Area 5 which lies north of the city center in a largely undeveloped pocket surrounded by low density neighborhoods and Interstate 10. As with other areas in the plan, the preservation of the Hill Country's characteristic hills will be an important priority for this area. This parcel is between a single-family residential neighborhood and a steep hill (outside the current city limits). The majority of future development in this area will likely occur farther north along Holdsworth Drive, closer to the Kerrville Sports Complex.

Allowable Place Types: Estate Residential, Neighborhood Residential, Preservation Residential, Transitional Residential, Community Commercial, Regional Commercial, Entertainment Mixed Use Place Type Distinctions: Regional Commercial place types are most appropriate around the I-10/Harper intersection. Some Entertainment/Mixed Use developments (e.g., hotels, restaurants) are appropriate near the Kerrville Sports Complex.

This proposal fits the description of the Community Commercial place type and therefore consistent with the area.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-28 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-28

AN ORDINANCE AMENDING THE CITY'S "ZONING CODE" BY CHANGING THE ZONING DISTRICT FOR AN APPROXIMATE 0.28 ACRE TRACT OF LAND; SAID TRACT BEING PART OF A 7.964 ACRE TRACT, GENERALLY LOCATED IN THE 300 BLOCK OF HOLDSWORTH DRIVE, NORTH OF THE INTERSECTION OF HOLDSWORTH DRIVE AND NORFOLK LANE, AND WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; BY REMOVING THE AREA FROM A RESIDENTIAL CLUSTER DISTRICT (RC) AND PLACING IT WITHIN THE 24-N ZONING DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2000.00); ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing which was held before the City Council on October 9, 2018, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on an ordinance, the adoption of which will result in the change of a zoning district for a property generally located in the 300 block of Holdsworth Drive, and north of the intersection of Holdsworth Drive and Norfolk Lane; and such change to result in the removal of the property from a Residential Cluster Zoning District (RC) to placement within the 24-N Zoning District; and

WHEREAS, such public hearing was held in the Council Chambers beginning at approximately 6:00 p.m. on October 9, 2018, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after receiving and considering the recommendations of the Planning and Zoning Commission and City staff; and after considering among other things, the character of the various areas of the City and the suitability of particular uses in each area; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City, the Council finds it to be in the best interest of the health, safety, morals, and general welfare of the City of Kerrville, Texas, to amend the City's Zoning Code to change the zoning district for the property described below by placing it within the 24-N Zoning District;

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

SECTION ONE. The zoning district for the following property generally located in the 300 block of Holdsworth Drive is changed from a Residential Cluster Zoning District (RC) to the 24-N Zoning District:

> **Being a 0.28 acre tract, as part of an existing 7.964 acre tract of land out of part of 236.083 acres, as conveyed from Noratco, Inc. to Phoenix Summit, Ltd., recorded in Volume 1414, Page 221 of the real property records of Kerr County, Texas; and said 7.964 acres being more particularly described and depicted at Exhibit A, attached hereto and made a part hereof for all purposes.**

SECTION TWO. The City Manager or designee is authorized and directed to amend the City's official zoning map to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with Section 11-I-4(c) of the City's Zoning Code.

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

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

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

SECTION SIX. Pursuant to Texas Local Government Code §52.013(a) and

Section 3.07 of the City's Charter, the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SEVEN. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

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

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

_____
Bill Blackburn, Mayor

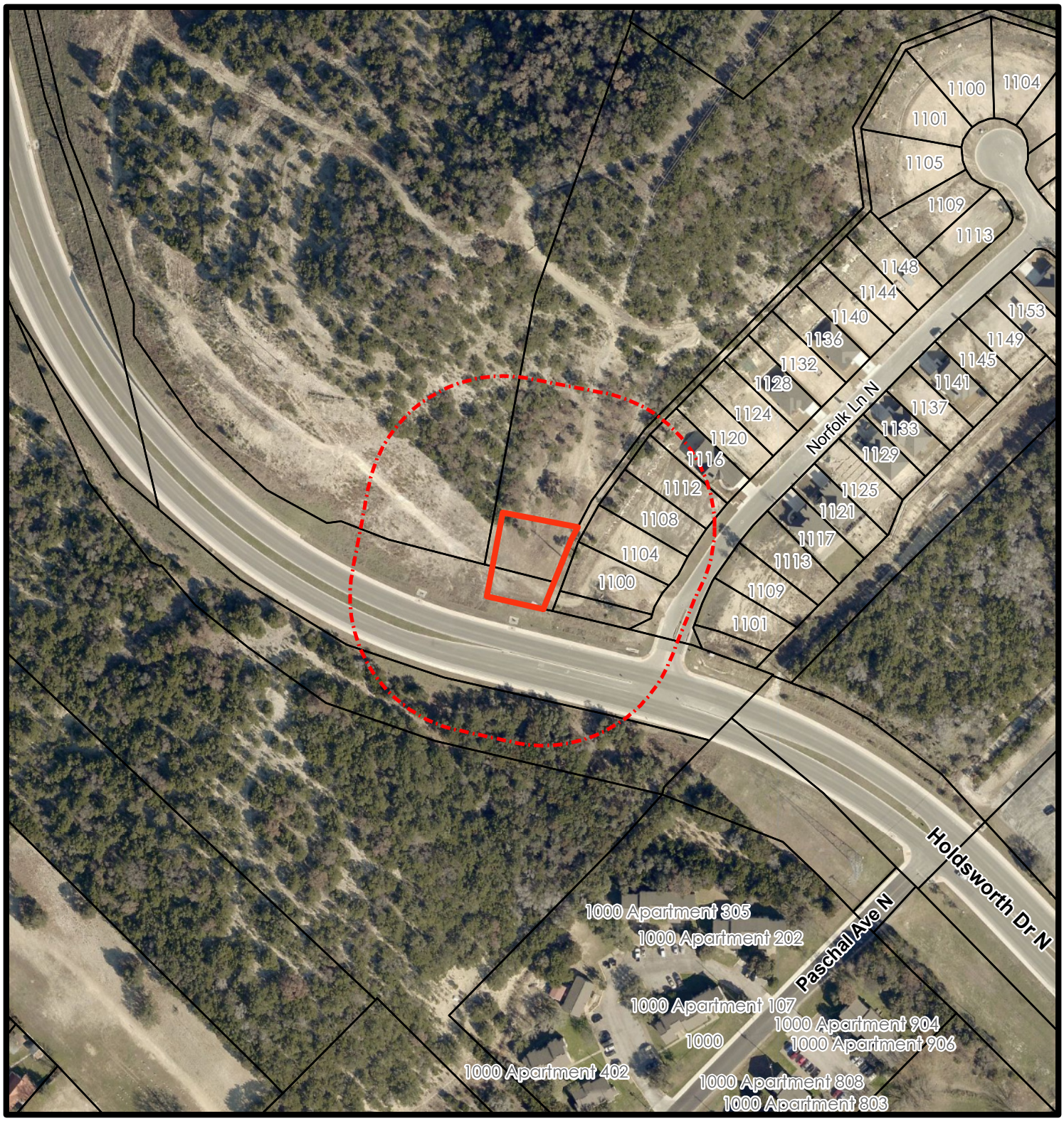
ATTEST:

_____
Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\ORD\300 Holdsworth Dr_change RC and 24-N_100418.docx



Location Map

Case # 2018-057

Location:
0.28-acre tract along the
200 Block of Holdsworth Drive

Legend

200' Notification Area
Subject Properties

N
W E
S

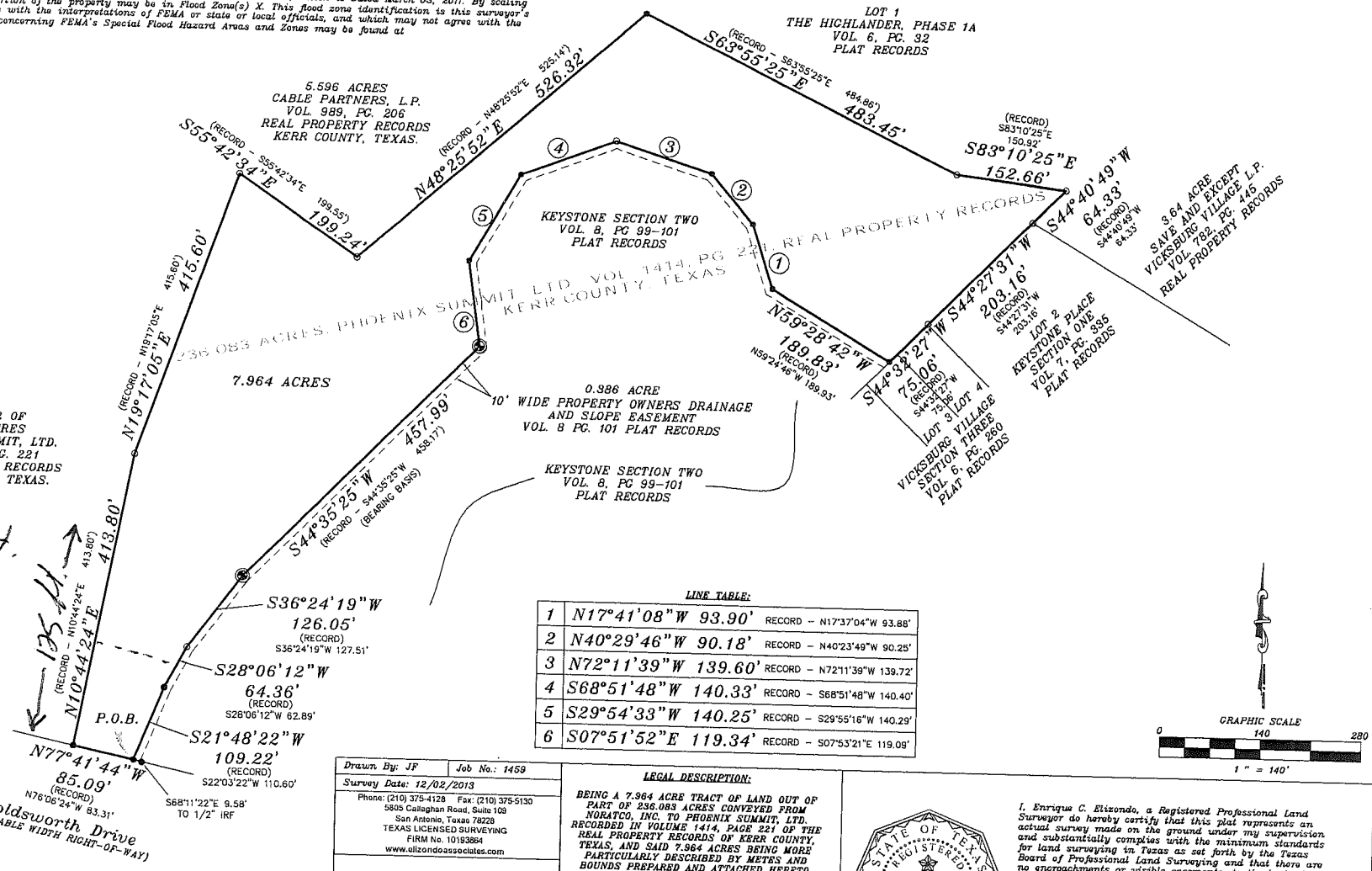
0 50 100 200
Scale In Feet

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.

FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS, AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 48265 C, Panel No. 0470 F, which is Dated March 03, 2011. By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X. This flood zone identification is this surveyor's interpretation, which may or may not agree with the interpretations of FEMA or state or local officials, and which may not agree with the tract's actual conditions. More information concerning FEMA's Special Flood Hazard Areas and Zones may be found at http://www.fema.gov/index.shtm.

LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET
- ⊗ CONTROL MONUMENTS
- ( ) RECORD BEARINGS
- P.O.B. POINT OF BEGINNING



LINE TABLE:

1	N17°41'08"W 93.90'	RECORD – N17°37'04"W 93.88'
2	N40°29'46"W 90.18'	RECORD – N40°23'49"W 90.25'
3	N72°11'39"W 139.60'	RECORD – N72°11'39"W 139.72'
4	S68°51'48"W 140.33'	RECORD – S68°51'48"W 140.40'
5	S29°54'33"W 140.25'	RECORD – S29°55'16"W 140.29'
6	S07°51'52"E 119.34'	RECORD – S07°53'21"E 119.09'

GRAPHIC SCALE
0 140 280
1 " = 140'

Surveyor Notes:

1. UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY.
2. THE PURPOSE OF THIS SURVEY IS FOR USE IN OBTAINING TITLE INSURANCE AND FINANCING AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.
3. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY. THIS SURVEY IS BASED ON DOCUMENTATION PROVIDED BY THE CLIENT AND/OR TITLE COMPANY.
4. THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS AND/OR EASEMENTS RECITED IN: NO TITLE COMMITMENT PROVIDED.

Drawn By: JF	Job No.: 1459
Survey Date: 12/02/2013	

Phone: (210) 375-4128 Fax: (210) 375-5130
5805 Callaghan Road, Suite 109
San Antonio, Texas 78228
TEXAS LICENSED SURVEYING
FIRM No. 10193864
www.elizondoassociates.com

Elizondo & Associates
LAND SURVEYING & MAPPING, LLC

LEGAL DESCRIPTION:

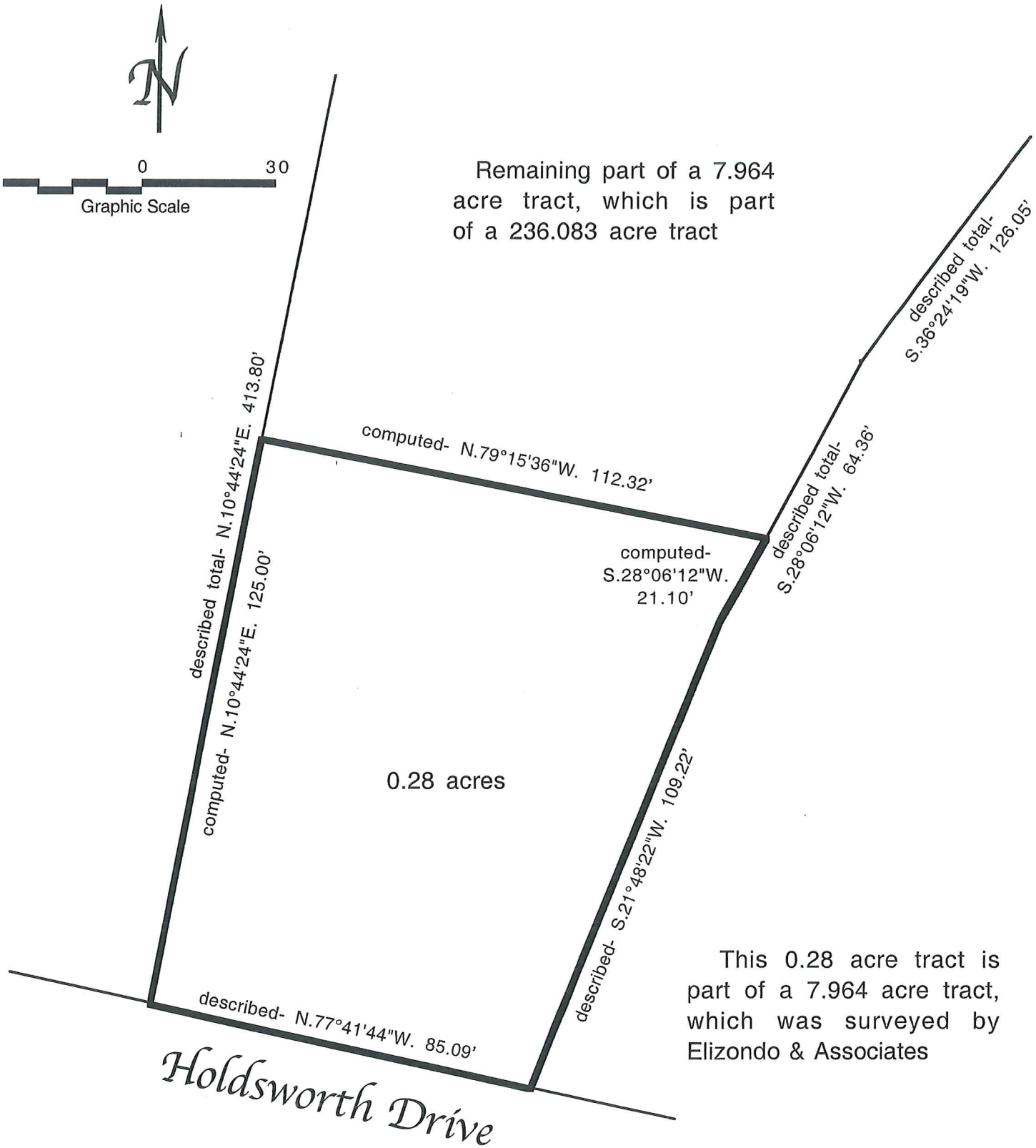
BEING A 7.964 ACRE TRACT OF LAND OUT OF PART OF 236.083 ACRES CONVEYED FROM NORATCO, INC. TO PHOENIX SUMMIT, LTD. RECORDED IN VOLUME 1414, PAGE 221 OF THE REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS, AND SAID 7.964 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS PREPARED AND ATTACHED HERETO.

OWNER: PHOENIX SUMMIT, LTD.
TITLE COMPANY: NO TITLE COMMITMENT PROVIDED
G.F. No: N/A
PROPERTY ADDRESS: HOLDSWORTH DRIVE
KERVILLE, TEXAS 78028

STATE OF TEXAS REGISTERED ENRIQUE C. ELIZONDO 6386 PROFESSIONAL LAND SURVEYOR

I, Enrique C. Elizondo, a Registered Professional Land Surveyor do hereby certify that this plat represents an actual survey made on the ground under my supervision and substantially complies with the minimum standards for land surveying in Texas as set forth by the Texas Board of Professional Land Surveying and that there are no encroachments or visible easements, to the best of my knowledge and belief, except as shown herein. This 9th day of December, 2013.

Enrique C. Elizondo
Registered Professional Land Surveyor
Texas Registration No. 6386



This 0.28 acre tract is part of a 7.964 acre tract, which was surveyed by Elizondo & Associates

Domingues & Assoc.

P. O. Box 649
Hunt, TX. 78024-0649
Tel. 830/896 6900
cdomingues@ktc.com
Firm No. 100934-00

In The
State of Texas
County of Kerr
Scale 1" = 30 Feet

RECEIVED 8/16/18

Jose Sanchez - Sanchez Barber Shop

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

SUBJECT: Ordinance No. 2018-24 approving a project and financing plan for Tax Increment Reinvestment Zone Number One, City of Kerrville, Texas; making various findings related to such plan; providing for severability; and providing an effective date.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/3/2018

SUBMITTED BY: Mark McDaniel
City Manager

EXHIBITS: Ordinance No. 2018-24

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

PAYMENT TO BE MADE TO: **N/A**

Kerrville 2050 Item?	**Yes:** ☒	**No:** ☐
Key Priority Area	D - Downtown Revitalization	
Guiding Principle	D7 - Encourage reinvestment in Downtown businesses by identifying and addressing regulatory hurdles and providing incentives to attract development consistent with the community's vision	
Action Item	D7.2 – Create a tax increment reinvestment zone (TIRZ) for the Downtown to support revitalization	

SUMMARY STATEMENT:

As part of the Kerrville 2050 Comprehensive Planning effort, the revitalization of downtown was identified as a key priority area. Towards this end, the use of incentives was identified as a necessary guiding principle in order to encourage business reinvestment in downtown. A specific action item to create a tax increment reinvestment zone was identified and adopted within the comprehensive plan.

Essentially, the creation of a Tax Reinvestment zone sets a geographic boundary around an existing area within the City limits. A snap shot of the existing property tax base within that geographic area is evaluated and set. Subsequent increases to the property tax base within that area, due to increases in existing property values or from new growth within that boundary, are then captured within a designated TIRZ Fund and spent only within that designated boundary. All existing tax revenues from within the boundary from the original snapshot continue to support the general fund services of the entire City.

The City Council has had two workshop presentations by outside consultant David Pettit Economic Development to help guide the dialogue around the process of creating a Tax Increment Reinvestment Zone. An additional presentation and Public Hearing was held

on September 11th. The City Council adopted the TIRZ No. 1 creation Ordinance on September 25th. Per state statute the TIF Board of Directors must prepare and adopt a project plan and a reinvestment zone financing plan for the zone and submit said plan to the governing body of the municipality that designated the zone. The City Council must adopt the plan by Ordinance. The TIRZ Board of Directors and City Council may choose to amend the project plan in the future at any time.

Mr. Pettit will be on hand to answer any questions regarding the proposed TIRZ Number One project and financing plan.

RECOMMENDED ACTION:

Approve ordinance No. 2018-24.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-24

AN ORDINANCE APPROVING A PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF KERRVILLE, TEXAS; MAKING VARIOUS FINDINGS RELATED TO SUCH PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. 2018-19, adopted by the City Council of the City of Kerrville, Texas (the "City") on September 25, 2018, the City created Tax Increment Reinvestment Zone Number One, City of Kerrville, Texas (the "Zone"); and

WHEREAS, on October 9, 2018, the board of directors of the Zone (the "Board") adopted a Project and Financing Plan for the Zone, which is attached hereto as **Exhibit A** (the "Plan"), as required by Section 311.011(a) of the Act;

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

SECTION ONE. FINDINGS. City Council hereby makes the following findings of fact:

A. The statements and facts set forth in the recitals of this Ordinance are true and correct.

B. The Plan includes all information required by Sections 311.003(b) and (c) of the Act.

C. The Plan is feasible and the project plan conforms to the City's Comprehensive Plan (*Kerrville 2050*).

SECTION TWO. APPROVAL OF PLAN. Based on the findings set forth in Section One of this Ordinance, the Plan is hereby approved.

SECTION THREE. SEVERABILITY. If any portion, section, or part of a section of this Ordinance is subsequently declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, the remaining portions, sections, or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion, or judgment.

SECTION FOUR. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED ON FIRST READING, this _____day of _____, 2018.

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

_____
Bill Blackburn, Mayor

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

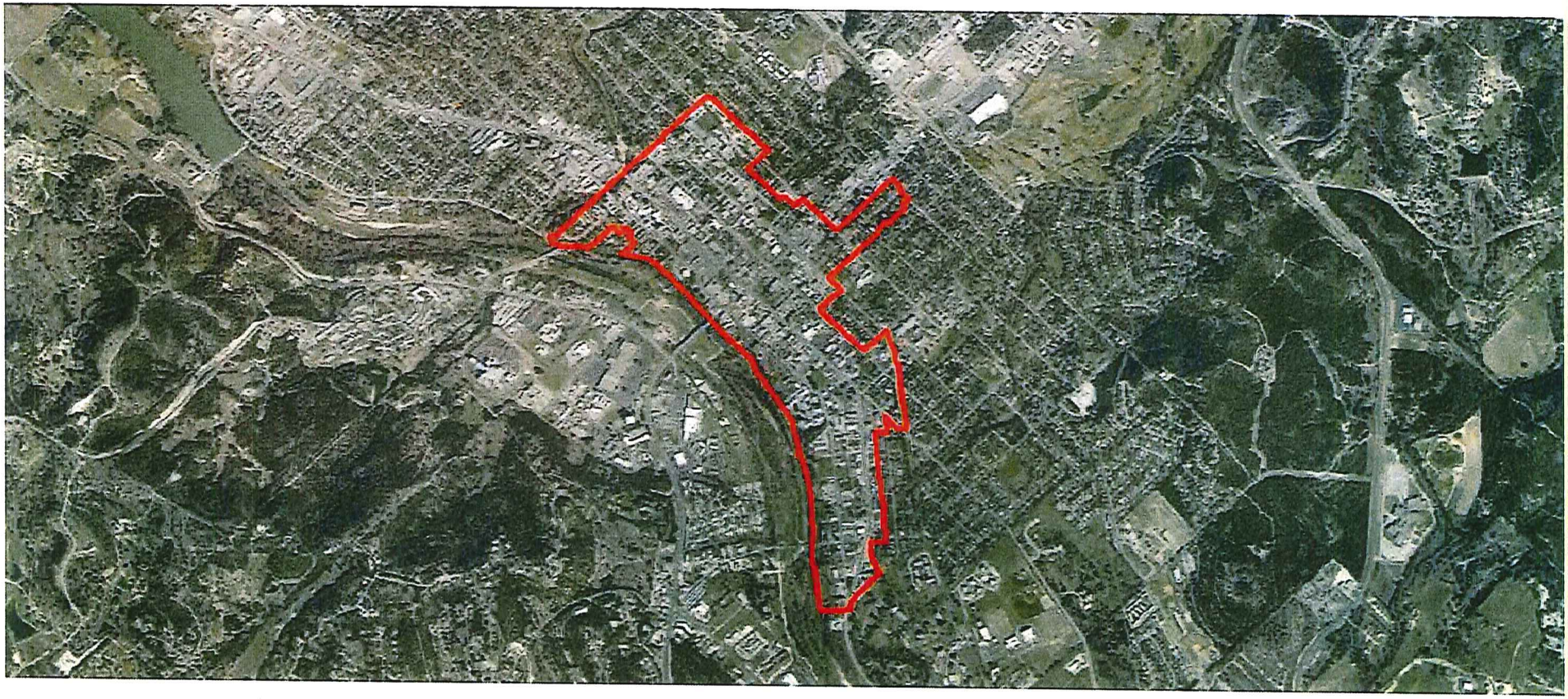
ATTEST:

_____
Cheryl Brown, Interim City Secretary

T:\Legal\FINANCE\TIRZ\ORD\Creation_092518.docx

Tax Increment Reinvestment Zone #1
City of Kerrville, Texas

PRELIMINARY PROJECT AND FINANCING PLAN
September 2018



DAVID PETTIT
Economic Development

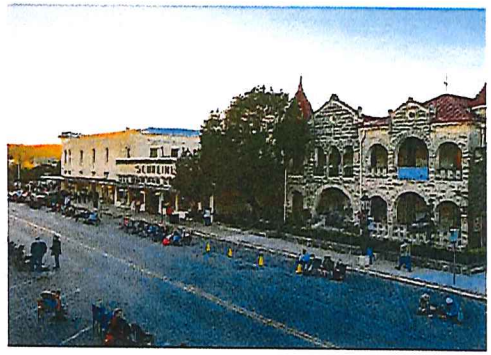
Foreword

Table of Contents

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.

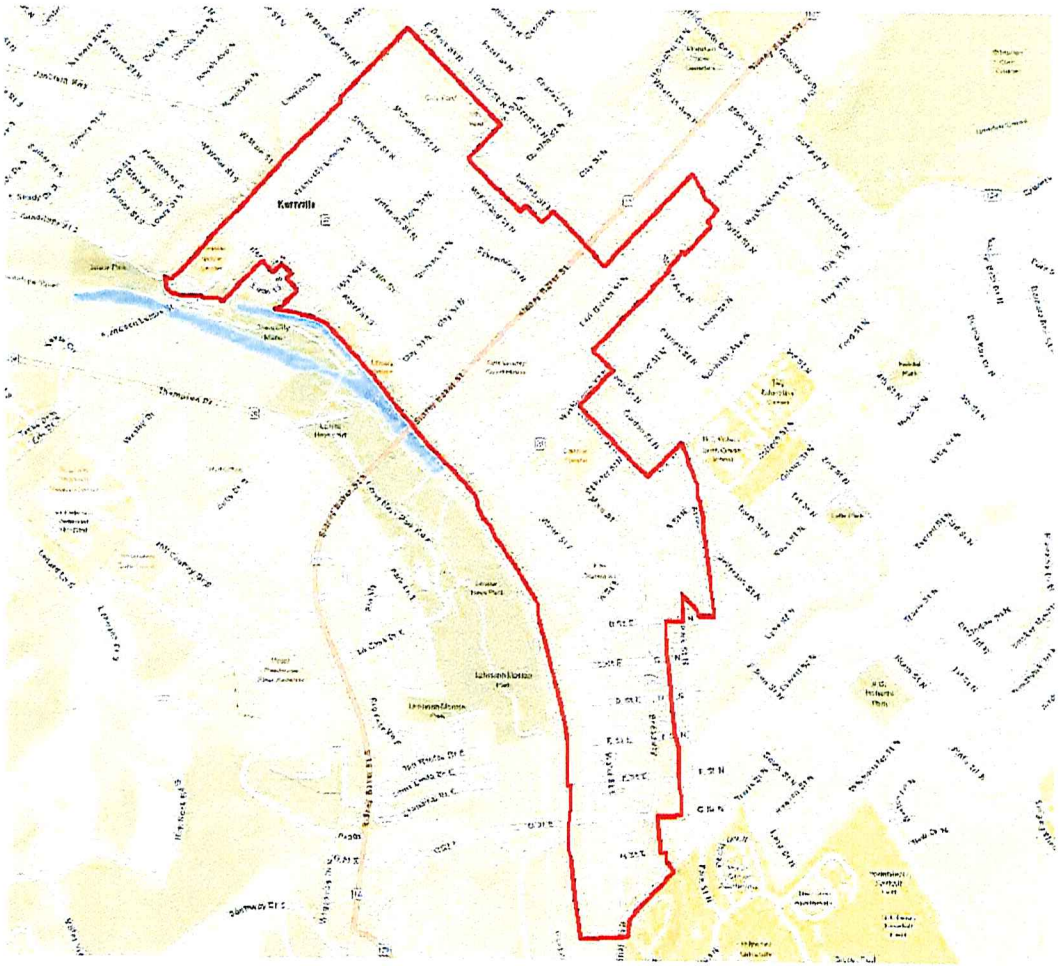


Kerrville, Texas is located approximately 65 miles northwest of San Antonio on U.S. Interstate 10 and nestled in the heart of the Texas Hill Country right along the gorgeous Guadalupe River. In addtion, the City of Kerrville is the county seat and principal commercial center of Kerr County, Texas.

Principal industries in the community include hospitality (made up of tourism, youth camps, retreat facilities, RV parks and hunting), higher education (including Schreiner University, a private liberal arts institution), health care, jewelry, retail and manufacturing. Several small manufacturing firms are located in the Kerrville area, as well as a variety of commercial establishments, restaurants, building supply stores, retail shops, banks and supermarkets.

Economic and recreation opportunities continue to expand in Kerrville. In addition to recently renovated parks and a six mile long River Trail, the City opened a youth baseball and soccer complex in January 2018. The Sports Complex will host over 25 tournaments in 2018, resulting in a projected $1.1 million economic impact to the Kerrville area.

Introduction

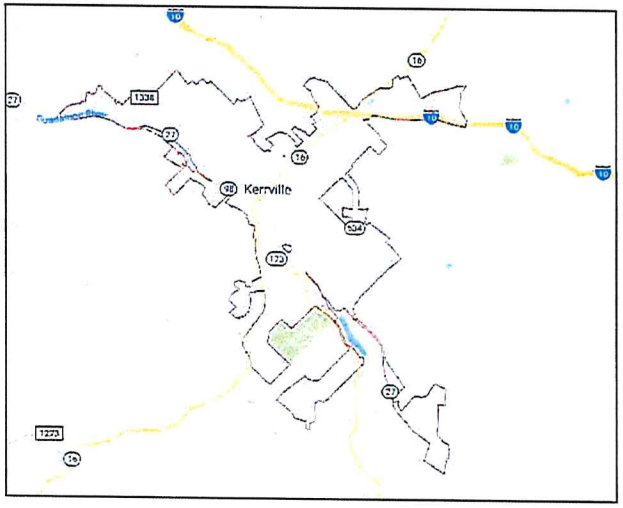


Tax Increment Reinvestment Zone #1, City of Kerrville

The goal of Tax Increment Reinvestment Zone #1 (TIRZ) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #1 will promote the creation of commercial development consisting of retail, office, hotel, as well as residential development.

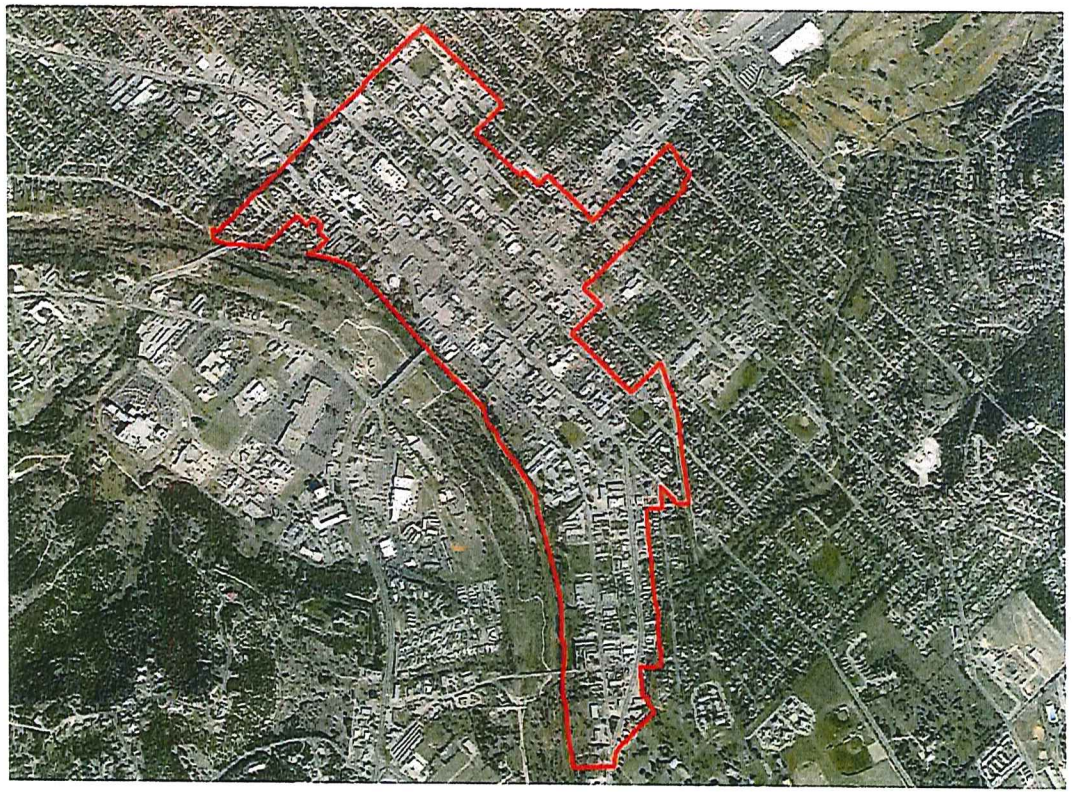
The project and financing plan outlines the funding of $17,065,741 in public improvements related to streets, water and sewer improvements, parks and open spaces, and economic development grants. The TIRZ can fund these improvements through the contribution of the City's real property tax increment within the Zone.

Without the implementation of the TIRZ, the specified property would impair the sound growth of the municipality.



DAVID PETTIT
Economic Development

TIRZ Boundary



Boundary Description

Kerrville TIRZ #1 is located in downtowm Kerrville encompassing approximately 477 acres. The TIRZ is contiguous, and is generally bound by Paschal Avenue to the northwest, the Guadalupe River to the west, Travis Street to the south, and Barnett Street and Aransas Street to the east.

- TIRZ Boundary

TIRZ Boundary

Legal Description

Beginning at the northwest corner of Property ID 14696 at the point it meets the eastern Right-of-Way (ROW) boundary of Paschal Avenue North, thence

Southeast to the point where the eastern ROW boundary of Hays Street North meets the northwest corner of Property ID 36505, thence

South along the eastern ROW boundary of Hays Street North to the point it meets the northwest corner of Property ID 36470, thence

East along the northern boundary of Property ID 36470 to the point it meets the northwest corner of Property ID 36471, thence

East along the northern boundary of Property ID 36471 to the point it meets the northwest corner of Property ID 36472, thence

East along the northern boundary of Property ID 36472 to the point it meets the northwest corner of Property ID 36473, thence

East along the northern boundary of Property ID 36473 to the point it meets the northwest corner of Property ID 36475, thence

East along the northern boundary of Property ID 36473 to the point it meets the northwest corner of Property ID 36475, thence

East along the northern boundary of Property ID 36475 to the point it meets the western ROW boundary of Quinlan Street North, thence

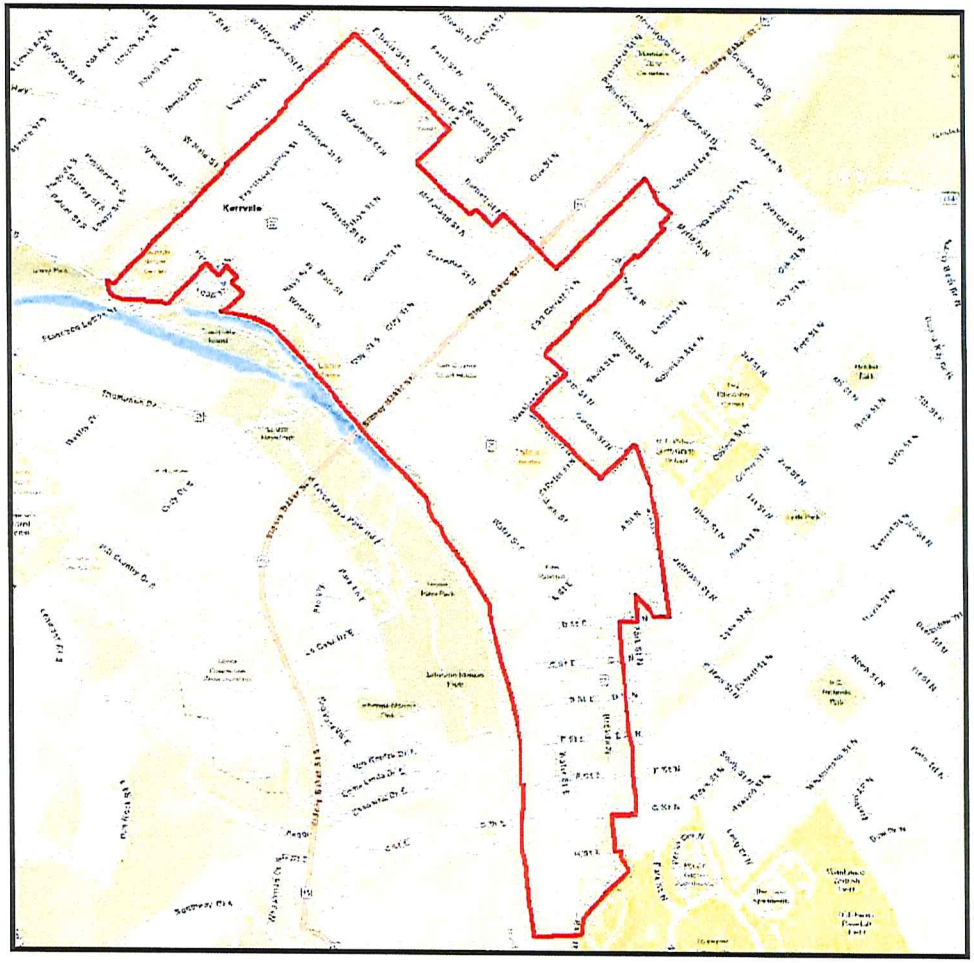
East to the eastern ROW boundary of Quinlan Street North to the point it meets the northwest corner of Property ID 36487, thence

East along the northern boundary of Property ID 36487 to the point it meets the northwest corner of Property ID 36488, thence

East along the northern boundary of Property ID 36488 to the point it meets the northwest corner of Property ID 36489, thence

East along the northern boundary of Property ID 36489 to the point it meets the northwest corner of Property ID 36490, thence

East along the northern boundary of Property ID 36490 to the point it meets the southwest corner of Property ID 36495, thence



TIRZ Boundary

North along the western boundary of Property ID 36495 to the northwest corner of Property ID 36495, thence

East along the northern boundary of Property ID 36495 to the point it meets the western ROW boundary of Clay Street North, thence

East to the eastern ROW boundary of Clay Street North to the point it meets the western boundary of Property ID 24204, thence

North along the western boundary of Property ID 24204 to the point it meets the southwest corner of Property ID 24203, thence

North along the western boundary of Property ID 24203 to the point it meets the northern ROW boundary of Barnett Street North, thence

East along the northern ROW boundary of Barnett Street to the point it meets the western ROW boundary of Sidney Baker Street, thence

East to the eastern ROW boundary of Sidney Baker Street to the point it meets the southwest corner of Property ID 24147, thence

North along the northwest boundary of Property ID 24147 to the point it meets the southwest corner of Property ID 24143, thence

North along the northwest boundary of Property ID 24143 to the point it meets the southwest corner of Property ID 24142, thence

North along the northwest boundary of Property ID 24142 to the point it meets the southwest corner of Property ID 24141, thence

North along the northwest boundary of Property ID 24141 to the point it meets the southwest corner of Property ID 29986, thence

North along the northwest boundary of Property ID 29986 to the point it meets the southwest corner of Property ID 29987, thence

North along the northwest boundary of Property ID 29987 to the point it meets the southwest corner of Property ID 29988, thence

North along the northwest boundary of Property ID 29988 to the point it meets the southwest corner of Property ID 29989, thence

North along the northwest boundary of Property ID 29989 to the point it meets the southwest corner of Property ID 29990, thence

North along the northwest boundary of Property ID 29990 to the point it meets the southwest corner of Property ID 24164, thence

North along the northwest boundary of Property ID 24164 to the point it meets the southwest corner of Property ID 24163, thence

North along the northwest boundary of Property ID 24163 to the point it meets the northern ROW boundary of Myrta Street North, thence

East along the northern ROW boundary of Myrta Street North then south to the point it meets the northeast corner of Property ID 24131, thence

South along the eastern boundary of Property ID 24131 to the point it meets the northeast corner of Property ID 24130, thence

South along the eastern boundary of Property ID 24130 to the point it meets the northeast corner of Property ID 24129, thence

South along the eastern boundary of Property ID 24129 to the point it meets the northeast corner of Property ID 24128, thence

South along the eastern boundary of Property ID 24128 to the point it meets the northeast corner of Property ID 24127, thence

South along the eastern boundary of Property ID 24127 to the point it meets the northeast corner of Property ID 24126, thence

South along the eastern boundary of Property ID 24126 to the point it meets the northeast corner of Property ID 24125, thence

South along the eastern boundary of Property ID 24125 to the point it meets the northeast corner of Property ID 24124, thence

South along the eastern boundary of Property ID 24124 to the point it meets the northern ROW boundary of Bulwer Avenue North, thence

South to the southern ROW boundary of Bulwer Avenue North to the point it meets the northeast corner of Property ID 24249, thence

South along the eastern boundary of Property ID 24249 to the point it meets the northeast corner of Property ID 24248, thence

South along the eastern boundary of Property ID 24248 to the point it meets the northeast corner of Property ID 24247, thence

TIRZ Boundary

South along the eastern boundary of Property ID 24247 to the point it meets the northeast corner of Property ID 24246, thence

South along the eastern boundary of Property ID 24246 to the point it meets the northeast corner of Property ID 24244, thence

South along the eastern boundary of Property ID 24244 to the point it meets the northeast corner of Property ID 24243, thence

South along the eastern boundary of Property ID 24243 to the point it meets the northern ROW boundary of Barnett Street North, thence

South to the southern ROW boundary of Barnett Street North to the point it meets the northeast corner of Property ID 24231, thence

South along the eastern boundary of Property ID 24231 to the point it meets the northeast corner of Property ID 24229, thence

South along the eastern boundary of Property ID 24229 to the point it meets the northeast corner of Property ID 24228, thence

South along the eastern boundary of Property ID 24228 to the point it meets the northeast corner of Property ID 24227, thence

South along the eastern boundary of Property ID 24227 to the point it meets the northeast corner of Property ID 24226, thence

South along the eastern boundary of Property ID 24226 to the point it meets the northeast corner of Property ID 24225, thence

South along the eastern boundary of Property ID 24225 to the point it meets the northeast corner of Property ID 24224, thence

South along the eastern boundary of Property ID 24224 to the point it meets the northeast corner of Property ID 24223, thence

South along the eastern boundary of Property ID 24223 to the point it meets the northern ROW boundary of North Street North, thence

East long the northern ROW boundary of North Street to the point it meets the eastern boundary of Washington Street North, thence

South along the eastern ROW boundary of Washington Street North to the point it meets the northern ROW boundary of Jefferson Street North, thence

East along the northern ROW boundary of Jefferson Street North to the point it meets the western ROW boundary of Tivy Street North, thence

North along the western ROW boundary of Tivy Street North to the point it meets the northern ROW boundary of Aransas Street North, thence

East along the northern ROW boundary of Aransas Street North to the point it meets the northern ROW boundary of B Street North, thence

West along the northern ROW boundary of B Street North to the point it meets the western ROW boundary of E Main Street North, thence

North along the western boundary of E Main Street North to the point it meets the eastern ROW boundary of Park Street North, thence

South along the eastern ROW boundary of Park Street North to the point it meets the southern ROW boundary of B Street North, thence

West along the southern ROW boundary of B Street North to the point it meets the northeast corner of Property ID 38565, thence

South along the eastern boundary of Property ID 38565 to the point it meets the northeast corner of Property ID 38564, thence

South along the eastern boundary of Property ID 38564 to the point it meets the northeast corner of Property ID 38563, thence

South along the eastern boundary of Property ID 38563 to the point it meets the northeast corner of Property ID 38562, thence

South along the eastern boundary of Property ID 38562 to the point it meets the northern ROW boundary of C Street North, thence

South to the southern ROW boundary of C Street North to the point it meets the northeast corner of Property ID 38575, thence

South along the eastern boundary of Property ID 38575 to the point it meets the northeast corner of Property ID 38574, thence

South along the eastern boundary of Property ID 38574 to the point it meets the northeast corner of Property ID 38573, thence

South along the eastern boundary of Property ID 38573 to the point it meets the northern ROW boundary of D Street North, thence

TIRZ Boundary

South to the southern ROW boundary of D Street North to the point it meets the northeast corner of Property ID 38586, thence

South along the eastern boundary of Property ID 38586 to the point it meets the northeast corner of Property ID 38585, thence

South along the eastern boundary of Property ID 38585 to the point it meets the northeast corner of Property ID 38584, thence

South along the eastern boundary of Property ID 38584 to the point it meets the northeast corner of Property ID 38583, thence

South along the eastern boundary of Property ID 38583 to the point it meets the northeast corner of Property ID 38582, thence

South along the eastern boundary of Property ID 38582 to the point it meets the northeast corner of Property ID 38581, thence

South along the eastern boundary of Property ID 38581 to the point it meets the northern ROW boundary of E Street North, thence

South to the southern ROW boundary of E Street North to the point it meets the northeast corner of Property ID 38597, thence

South along the eastern boundary of Property ID 38597 to the point it meets the northeast corner of Property ID 38595, thence

South along the eastern boundary of Property ID 38595 to the point it meets the northeast corner of Property ID 38594, thence

South along the eastern boundary of Property ID 38594 to the point it meets the northeast corner of Property ID 38593, thence

South along the eastern boundary of Property ID 38593 to the point it meets the northeast corner of Property ID 38605, thence

South along the eastern boundary of Property ID 38605 to the point it meets the northeast corner of Property ID 38604, thence

South along the eastern boundary of Property ID 38604 to the point it meets the northeast corner of Property ID 38603, thence

South along the eastern boundary of Property ID 38603 to the point it meets the northeast corner of Property ID 38602, thence

South along the eastern boundary of Property ID 38602 to the point it meets the northeast corner of Property ID 533488, thence

South along the eastern boundary of Property ID 533488 to the point it meets the southeast corner of Property ID 533488, thence

West along the southern boundary of Property ID 533488 to the point it meets the northeast corner of Property ID 38466, thence

South along the eastern boundary of Property ID 38466 to the point it meets the northeast corner of Property ID 38469, thence

South along the eastern boundary of Property ID 38469 to the point it meets the northeast corner of Property ID 38461, thence

South along the eastern boundary of Property ID 38461 to the point it meets the northeast corner of Property ID 38457, thence

South along the eastern boundary of Property ID 38457 to the point it meets the northern ROW boundary of Travis Street North, thence

South to the southern ROW boundary of Travis Street North, thence

South along the southern ROW boundary of Travis Street North to the point it meets the eastern ROW boundary of Memorial Boulevard, thence

West to the western ROW boundary of Memorial Boulevard to the point it meets the southeast corner of Property ID 38452, thence

West along the southern boundary of Property ID 38452 to the point it meets the southwest corner of Property ID 38452, thence

North along the western boundary of Property ID 38452 to the point it meets the southwest corner of Property ID 46766, thence

North along the western boundary of Property ID 46766 to the point it meets the southwest corner of Property ID 47910, thence

North along the western boundary of Property ID 47910 to the point it meets the southwest corner of Property ID 38449, thence

North along the western boundary of Property ID 38449 to the southwest corner of Property ID 38448, thence

TIRZ Boundary

North along the western boundary of Property ID 38448 to the point it meets the southwest corner of Property ID 38447, thence

North along the western boundary of Property ID 38447 to the northwest corner of Property ID 38447, thence

North across G Street East to the southwest corner of Property ID 71735, thence

North along the western boundary of Property ID 71735 to the point it meets the southwest corner of Property ID 38430, thence

North along the western boundary of Property ID 38430 to the point it meets the southwest corner of Property ID 528501, thence

North along the western boundary of Property ID 528501 to the point it meets the southwest corner of Property ID 38429, thence

North along the western boundary of Property ID 38429 to the point it meets the southwest corner of Property ID 38428, thence

North along the western boundary of Property ID 38428 to the southwest corner of Property ID 38427, thence

North along the western boundary of Property ID 38427 to the southwest corner of Property ID 38426, thence

Continuing north along the eastern boundary of the Louise Hays Park to the southwest corner of Property ID 23938, thence

North along the western boundary of Property ID 23938 to the point it meets the southwest corner of Property ID 23935, thence

North along the western boundary of Property ID 23935 to the southwest corner of Property ID 533069, thence

North along the western boundary of Property ID 533069 to the point it meets the southwest corner of Property ID 60284, thence

North along the western boundary of Property ID 60284 to the point it meets the southwest corner of Property ID 520082, thence

North along the western boundary of Property ID 520082 to the point it meets the southwest corner of Property ID 520055, thence

North along the western boundary of Property ID 520055 to the point it meets the southwest corner of Property ID 520014, thence

North along the western boundary of Property ID 520014 to the point it meets the southwest corner of Property ID 520573, thence

North along the western boundary of Property ID 520573 to the point it meets the southwest corner of Property ID 60188, thence

North along the western boundary of Property ID 60188 to the point it meets the eastern ROW boundary of Sidney Baker Street, thence

North to the western ROW boundary of Sidney Baker Street then continuing north to the southwest corner of Property ID 23915, thence

North along the western boundary of Property ID 23915 to the point it meets the southwest corner of Property ID 23916, thence

North along the western boundary of Property ID 23916 to the point it meets the southwest corner of Property ID 23918, thence

North along the western boundary of Property ID 23918 to the point it meets the southwest corner of Property ID 23920, thence

North along the western boundary of Property ID 23920 to the point it meets the southwest corner of Property ID 23913, thence

North along the western boundary of Property ID 23913 to the point it meets the southwest corner of Property ID 534018, thence

North along the western boundary of Property ID 534018 to the point it meets the southwest corner of Property ID 36262, thence

North along the western boundary of Property ID 36262 to the point it meets the southwest corner of Property ID 36265, thence

North along the western boundary of Property ID 36265 to the point it meets the southern corner of Property ID 36267, thence

North along the southwest boundary of Property ID 36267 to the point it meets the southern corner of Property ID 36266, thence

North along the western boundary of Property ID 36266 to the northwest corner, thence

TIRZ Boundary

North along the western boundary of Property ID 36266 to the northwest corner, thence

East along the boundary of Property ID 36266 to the southern corner of Property ID 36268, thence

North along the western boundary of Property ID 36268 to the southern corner of Property ID 36276, thence

North along the western boundary of Property ID 36276 to the point it meets the southern ROW boundary of Herzog Street South, thence

West along the southern ROW boundary of Herzog Street South to the point it meets the western ROW boundary of Herzog Street South, thence

North along the western ROW boundary of Herzog Street to the point it meets the southeastern corner of Property ID 36536, thence

West along the southern boundary of Property ID 36536 to the point it meets the southeastern corner of Property ID 36537, thence

West along the southern boundary of Property ID 36537 to the point it meets the southeastern corner of Property ID 36538, thence

West along the southern boundary of Property ID 36538 to the point it meets the southeastern corner of Property ID 36539, thence

West along the southern boundary of Property ID 36539 to the point it meets the southeastern corner of Property ID 36540, thence

West along the southern boundary of Property ID 36539 to the point it meets the eastern ROW boundary of Francisco Lemos Street, thence

West to the western ROW boundary of Francisco Lemos Street to the point it meets the southwest corner of Property ID 36296, thence

North along the boundary of Property ID 36296 to the point it meets the southwest corner of Property ID 31473, thence

North along the eastern boundary of Property ID 31473 to the point it meets the southwest corner of Property ID 532984, thence

North along the eastern boundary of Property ID 532984 to the point it meets the southwest corner of Property ID 69683, thence

North along the eastern boundary of Property ID 69683 to the point it meets the southern ROW boundary of Water Street South, thence

North to the northern ROW boundary of Water Street South to the point it meets the southwest corner of Property ID 31486, thence

North along the southeastern boundary of Property ID 31486 to the point it meets the southern ROW boundary of Main Street, thence

North to the northern ROW boundary of Main Street to the point it meets the west corner of Property ID 36323, thence

North along the northwest boundary of Property ID 36323 to the point it meets the western corner of Property ID 36322, thence

North along the northwest boundary of Property ID 36322 to the point it meets the western corner of Property ID 36320, thence

North along the northwest boundary of Property ID 36320 to the point it meets the western ROW boundary of Jefferson Street North, thence

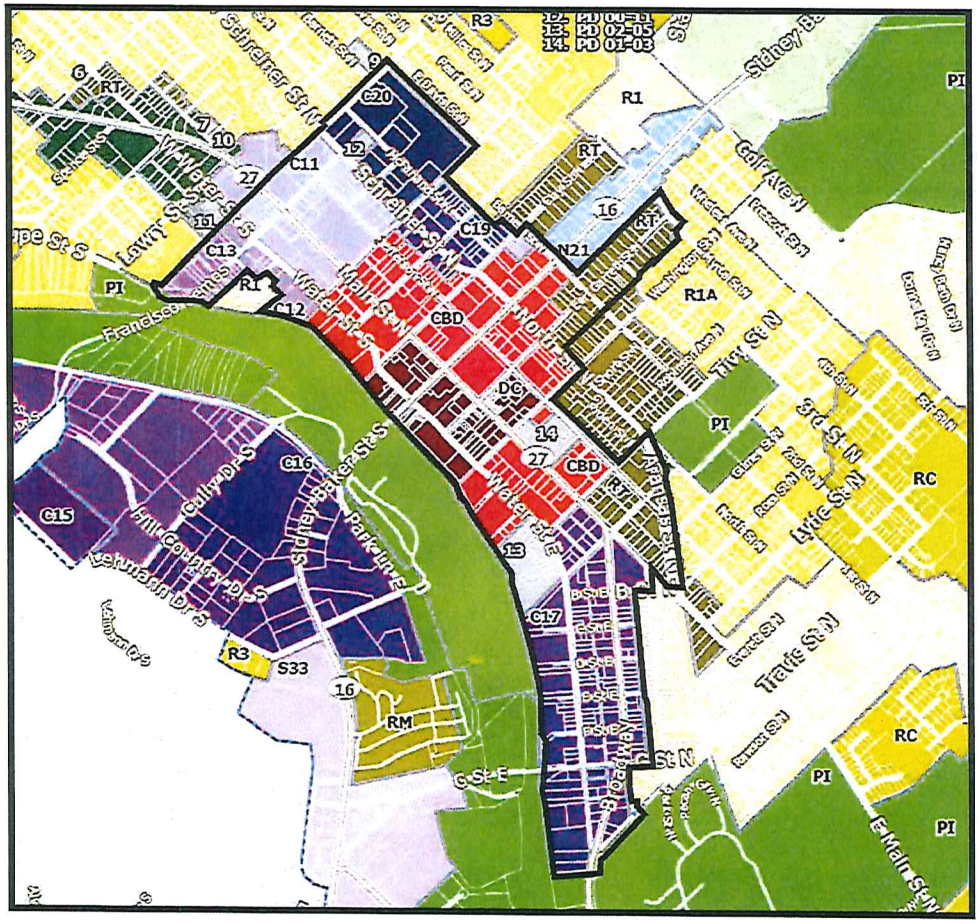
North to the northern ROW boundary of Paschal Avenue North, thence

North along the northern ROW boundary of Paschal Avenue North to the point it meets the southern corner of Property ID 33874, thence

North along the southern boundary of Property ID 33874 to the eastern corner, thence

East across Paschal Avenue North to the northwest corner of Property ID 14696, which is the point of beginning.

Current Conditions



Land Use

The TIRZ contains both commercial and residential improvements as well as some vacant land.

Method of Relocating Persons to be Displaced

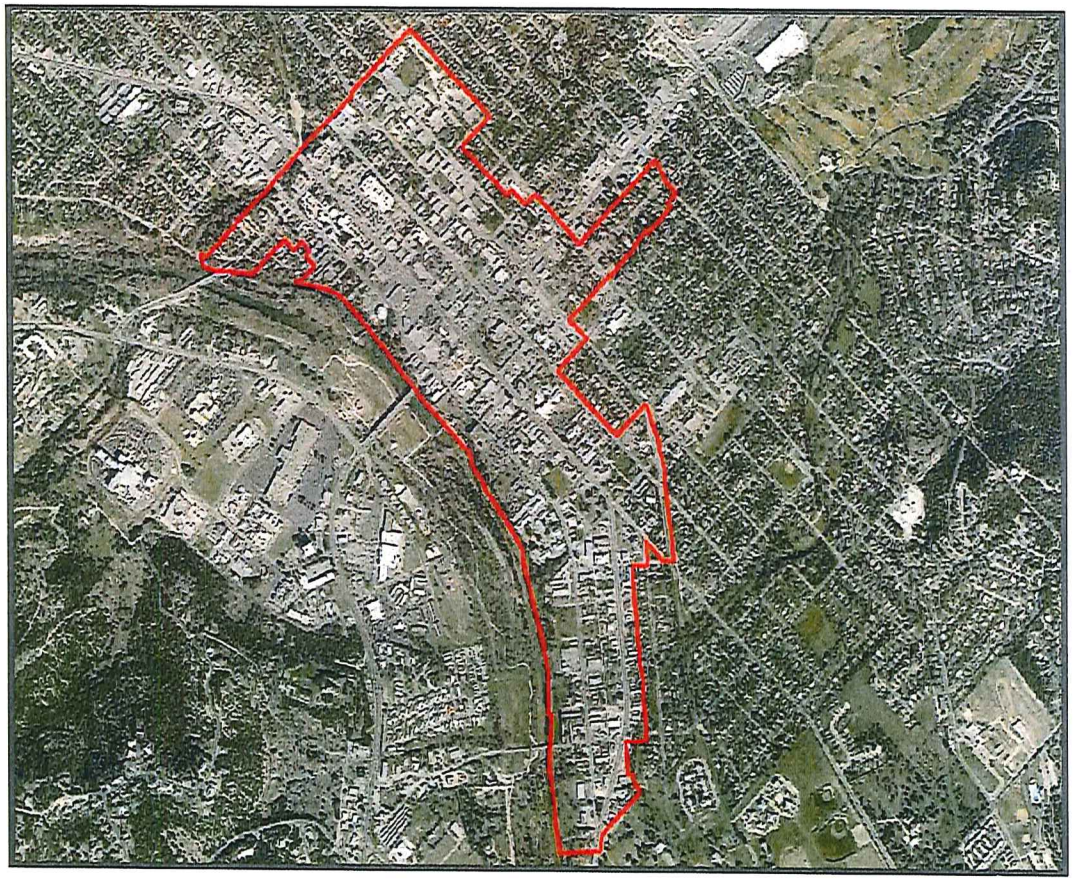
It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

Zoning

The property within the TIRZ is currently zoned as Central Business District, Downtown Core, Residential Transition, Planned Development District, and Central City Districts - 11, 12, 13, 17, 19, and 20.

It is not anticipated that there will be any changes to the master plan, building codes or other municipal ordinances or subdivision rules and regulations of the City at this time.

Current Conditions



Current Ownership Information

There are currently 574 parcels within Tax Increment Reinvestment Zone #1.

For further details of the parcel included within the TIRZ see Exhibit A.

The 2018 estimated base taxable value is $99,221,499.

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #1 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs			
Water Facilities and Improvements	$	1,706,574	10%
Sanitary Sewer Facilities and Improvements	$	1,706,574	10%
Storm Water Facilities and Improvements	$	1,706,574	10%
Transit/Parking Improvements	$	1,706,574	10%
Street and Intersection Improvements	$	2,559,861	15%
Open Space, Park and Recreation Facilities and Improvements	$	3,071,833	18%
Economic Development Grants	$	4,266,435	25%
Administrative Costs	$	341,315	2%
GROSS	$	17,065,741	100%

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Anticipated Development

The proposed TIRZ #1 development is a combination of commercial uses including retail, office, and hotel, as well as residential that is projected to be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

The table provides an overview of the potential development that we believe will occur during the life of the TIRZ along with estimated dates of when the incremental revenue will flow into the TIRZ fund.

	Square Feet	Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
Years 1-10							
Retail Commercial	7,500		2019	$125	$937,500	$350.00	$2,625,000
Retail Commercial	9,500		2020	$125	$1,187,500	$350.00	$3,325,000
Office	12,500		2020	$125	$1,562,500	$0.00	$0
Residential	54,000	60	2020	$95,000	$5,700,000	$0.00	$0
Hotel	27,972	84	2020	$95,000	$7,980,000	$0.00	$0
Residential	13,500	15	2022	$95,000	$1,425,000	$0.00	$0
Retail Commercial	7,500		2022	$125	$937,500	$350.00	$2,625,000
Residential	13,500	15	2024	$95,000	$1,425,000	$0.00	$0
Hotel	19,980	60	2024	$95,000	$5,700,000	$0.00	$0
Office	12,500		2024	$125	$1,562,500	$0.00	$0
Residential	36,000	40	2026	$95,000	$3,800,000	$0.00	$0
Retail Commercial	10,000		2024	$125	$1,250,000	$350.00	$3,500,000
Office	10,000		2025	$125	$1,250,000	$0.00	$0
Hotel	19,980	60	2026	$95,000	$5,700,000	$0.00	$0
Residential	22,500	25	2026	$95,000	$2,375,000	$0.00	$0
Retail Commercial	7,500		2027	$125	$937,500	$350.00	$2,625,000
Retail Commercial	10,000		2028	$125	$1,250,000	$350.00	$3,500,000
Residential	13,500	15	2028	$95,000	$1,425,000	$0.00	$0
	307,932	374			$46,405,000		$18,200,000
Years 11-20							
Residential	13,500	15	2030	$95,000	$1,425,000	$0.00	$0
Residential	9,000	10	2032	$95,000	$950,000	$0.00	$0
Office	12,500		2031	$125	$1,562,500	$0.00	$0
Retail Commercial	7,500		2031	$125	$937,500	$350.00	$2,625,000
Retail Commercial	10,000		2031	$125	$1,250,000	$350.00	$3,500,000
Office	10,000		2032	$125	$1,250,000	$0.00	$0
Retail Commercial	10,000		2034	$125	$1,250,000	$350.00	$3,500,000
Residential	45,000	50	2034	$95,000	$4,750,000	$0.00	$0
Hotel	21,645	65	2034	$95,000	$6,175,000	$0.00	$0
Office	20,000		2035	$125	$2,500,000	$0.00	$0
Retail Commercial	7,500		2036	$125	$937,500	$350.00	$2,625,000
Residential	13,500	15	2036	$95,000	$1,425,000	$0.00	$0
Residential	27,000	30	2038	$95,000	$2,850,000	$0.00	$0
	207,145	185			$27,262,500.00		$12,250,000
Total	515,077	559			$73,667,500		$30,450,000

Method of Financing

To fund the public improvements outlined on the previous pages, it is anticipated that the City Kerrville will contribute 100% of its real property increment.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Kerrville	0.55140000	100%	0.5514000
Kerr County	0.46770000	0%	0.0000000
Kerr County Lateral Roads	0.03230000	0%	0.0000000
Kerrville ISD	1.18000000	0%	0.0000000
UGRA	0.02350000	0%	0.0000000
HGCD	0.00740000	0%	0.0000000
	2.26230000		0.5514000

Personal Property Tax		Participation	
City of Kerrville	0.55140000	0%	0.0000000
Kerr County	0.46770000	0%	0.0000000
Kerr County Lateral Roads	0.03230000	0%	0.0000000
Kerrville ISD	1.18000000	0%	0.0000000
UGRA	0.02350000	0%	0.0000000
HGCD	0.00740000	0%	0.0000000
	2.26230000		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000

Financial Feasibility Analysis

MAGNIFICATION OF PAGE 14

Participation ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 2%
DISCOUNT RATE 6%

	REAL PROPERTY TAX		
CITY OF KERRVILLE	0.5514000	100%	0.5514000
KERR COUNTY	0.4677000	0%	0.0000000
KERR COUNTY LATERAL ROADS	0.0323000	0%	0.0000000
KERRVILLE ISD	1.1800000	0%	0.0000000
UGRA	0.0235000	0%	0.0000000
HGCD	0.0074000	0%	0.0000000
	2.2623000		**0.5514000**

	BUSINESS PERSONAL PROPERTY TAX		
CITY OF KERRVILLE	0.5514000	100%	0.0000000
KERR COUNTY	0.4677000	0%	0.0000000
KERR COUNTY LATERAL ROADS	0.0323000	0%	0.0000000
KERRVILLE ISD	1.1800000	0%	0.0000000
UGRA	0.0235000	0%	0.0000000
HGCD	0.0074000	0%	0.0000000
	2.2623000		**0.0000000**

SALES TAX		
0.0200000	0.00%	0.0000000

MAGNIFICATION OF PAGE 14

DAVID PETTIT
Economic Development

Financial Feasibility Analysis

Participation

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 1.50%
DISCOUNT RATE 4.00%

	REAL PROPERTY TAX	
City of Kenville	0.5514000	100%
Kent County	0.4477000	0%
Kent County Lateral Roads	0.0000000	0%
Kenville ISD	1.1000000	0%
UGRA	0.0000000	0%
HGCD	# DIV/0!	0%
	2.2992000	

	BUSINESS PERSONAL PROPERTY TAX	
City of Kenville	0.5514000	0%
Kent County	0.4477000	0%
Kent County Lateral Roads	0.0000000	0%
Kenville ISD	1.1000000	0%
UGRA	0.0000000	0%
HGCD	# DIV/0!	0%
	2.2992000	

SALES TAX		
1.5 cents	0.01%	0.0000000

REVENUE YEAR	BASE YEAR 2018	0 2018	1 2019	2 2020	3 2021	4 2022	5 2023	6 2024	7 2025	8 2026	9 2027	10 2028	11 2029	12 2030	13 2031	14 2032	15 2033	16 2034	17 2035	18 2036	19 2037	20 2038	21 2039	22 2040	23 2041	24 2042	25 2043	26 2044	27 2045	28 2046	29 2047	30 2048	31 2049	TOTALS
BASE YEAR																																		
City of Kenville	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	
Kent County	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	
Kent County Lateral Roads	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	
Kenville ISD	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	
UGRA	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	
HGCD	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	99,221,499	
TAXABLE VALUE																																		
City of Kenville		99,221,499	101,209,929	103,239,049	105,294,648	107,408,541	109,548,552	111,739,523	113,974,314	116,253,800	118,579,979	120,956,454	123,389,443	125,874,912	128,353,599	130,870,881	133,338,974	134,209,955	138,934,953	141,712,734	144,548,868	147,437,928	150,386,687	153,394,420	156,462,269	159,591,555	162,783,386	166,038,354	169,359,935	172,747,932	176,203,872	179,728,812	183,328,532	
Kent County	99,221,499	101,209,929	103,239,049	105,294,648	107,408,541	109,548,552	111,739,523	113,974,314	116,253,800	118,579,979	120,956,454	123,389,443	125,874,912	128,353,599	130,870,881	133,338,974	134,209,955	138,934,953	141,712,734	144,548,868	147,437,928	150,386,687	153,394,420	156,462,269	159,591,555	162,783,386	166,038,354	169,359,935	172,747,932	176,203,872	179,728,812	183,328,532	
Kent County Lateral Roads	99,221,499	101,209,929	103,239,049	105,294,648	107,408,541	109,548,552	111,739,523	113,974,314	116,253,800	118,579,979	120,956,454	123,389,443	125,874,912	128,353,599	130,870,881	133,338,974	134,209,955	138,934,953	141,712,734	144,548,868	147,437,928	150,386,687	153,394,420	156,462,269	159,591,555	162,783,386	166,038,354	169,359,935	172,747,932	176,203,872	179,728,812	183,328,532	
Kenville ISD	99,221,499	101,209,929	103,239,049	105,294,648	107,408,541	109,548,552	111,739,523	113,974,314	116,253,800	118,579,979	120,956,454	123,389,443	125,874,912	128,353,599	130,870,881	133,338,974	134,209,955	138,934,953	141,712,734	144,548,868	147,437,928	150,386,687	153,394,420	156,462,269	159,591,555	162,783,386	166,038,354	169,359,935	172,747,932	176,203,872	179,728,812	183,328,532	
UGRA	99,221,499	101,209,929	103,239,049	105,294,648	107,408,541	109,548,552	111,739,523	113,974,314	116,253,800	118,579,979	120,956,454	123,389,443	125,874,912	128,353,599	130,870,881	133,338,974	134,209,955	138,934,953	141,712,734	144,548,868	147,437,928	150,386,687	153,394,420	156,462,269	159,591,555	162,783,386	166,038,354	169,359,935	172,747,932	176,203,872	179,728,812	183,328,532	
HGCD	99,221,499	101,209,929	103,239,049	105,294,648	107,408,541	109,548,552	111,739,523	113,974,314	116,253,800	118,579,979	120,956,454	123,389,443	125,874,912	128,353,599	130,870,881	133,338,974	134,209,955	138,934,953	141,712,734	144,548,868	147,437,928	150,386,687	153,394,420	156,462,269	159,591,555	162,783,386	166,038,354	169,359,935	172,747,932	176,203,872	179,728,812	183,328,532	
TAXABLE VALUE INCREMENT																																		
City of Kenville		0	1,988,430	4,018,549	6,073,150	8,178,042	10,327,053	12,518,024	14,752,815	17,032,301	19,357,377	21,728,955	24,147,944	26,615,353	29,132,080	31,698,982	34,247,375	36,988,354	39,712,554	42,491,235	45,325,489	48,216,420	51,165,181	54,172,921	57,240,810	60,370,956	63,564,467	66,817,555	70,138,336	73,525,533	76,980,473	80,504,413	84,098,033	
Kent County	0	1,988,430	4,018,549	6,073,150	8,178,042	10,327,053	12,518,024	14,752,815	17,032,301	19,357,377	21,728,955	24,147,944	26,615,353	29,132,080	31,698,982	34,247,375	36,988,354	39,712,554	42,491,235	45,325,489	48,216,420	51,165,181	54,172,921	57,240,810	60,370,956	63,564,467	66,817,555	70,138,336	73,525,533	76,980,473	80,504,413	84,098,033	
Kent County Lateral Roads	0	1,988,430	4,018,549	6,073,150	8,178,042	10,327,053	12,518,024	14,752,815	17,032,301	19,357,377	21,728,955	24,147,944	26,615,353	29,132,080	31,698,982	34,247,375	36,988,354	39,712,554	42,491,235	45,325,489	48,216,420	51,165,181	54,172,921	57,240,810	60,370,956	63,564,467	66,817,555	70,138,336	73,525,533	76,980,473	80,504,413	84,098,033	
Kenville ISD	0	1,988,430	4,018,549	6,073,150	8,178,042	10,327,053	12,518,024	14,752,815	17,032,301	19,357,377	21,728,955	24,147,944	26,615,353	29,132,080	31,698,982	34,247,375	36,988,354	39,712,554	42,491,235	45,325,489	48,216,420	51,165,181	54,172,921	57,240,810	60,370,956	63,564,467	66,817,555	70,138,336	73,525,533	76,980,473	80,504,413	84,098,033	
UGRA	0	1,988,430	4,018,549	6,073,150	8,178,042	10,327,053	12,518,024	14,752,815	17,032,301	19,357,377	21,728,955	24,147,944	26,615,353	29,132,080	31,698,982	34,247,375	36,988,354	39,712,554	42,491,235	45,325,489	48,216,420	51,165,181	54,172,921	57,240,810	60,370,956	63,564,467	66,817,555	70,138,336	73,525,533	76,980,473	80,504,413	84,098,033	
HGCD	0	1,988,430	4,018,549	6,073,150	8,178,042	10,327,053	12,518,024	14,752,815	17,032,301	19,357,377	21,728,955	24,147,944	26,615,353	29,132,080	31,698,982	34,247,375	36,988,354	39,712,554	42,491,235	45,325,489	48,216,420	51,165,181	54,172,921	57,240,810	60,370,956	63,564,467	66,817,555	70,138,336	73,525,533	76,980,473	80,504,413	84,098,033	
REVENUE A TAXABLE VALUE GROWTH																																		
City of Kenville		0	10,942	22,123	33,437	45,030	56,941	69,024	81,347	93,914	106,727	119,813	133,132	146,757	160,634	174,759	188,227	203,364	218,673	234,297	249,928	265,565	282,125	298,709	315,329	332,980	350,680	368,432	386,243	404,120	422,070	440,092	458,222	0,889,420	City of Kenville
Kent County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County
Kent County Lateral Roads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County Lateral Roads
Kenville ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kenville ISD
UGRA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	UGRA
HGCD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HGCD
		0	10,942	22,123	33,437	45,030	56,941	69,024	81,347	93,914	106,727	119,813	133,132	146,757	160,634	174,759	188,227	203,364	218,673	234,297	249,928	265,565	282,125	298,709	315,329	332,980	350,680	368,432	386,243	404,120	422,070	440,092	458,222		
REVENUE #1 = RETAIL																																		
REAL PROPERTY TAX		0	408,360	1,248,816	1,626,125	2,043,240	2,498,325	2,987,509	4,203,800	4,212,400	4,741,216	5,048,825	4,787,000	6,500,000	7,000,750	9,140,000	8,987,000	9,012,000	9,825,000	10,000,250	10,600,250	10,875,000	11,562,000	11,214,250	11,248,837	11,711,000	12,010,000	12,217,000	12,000,000	12,250,000	13,216,000	13,521,000	
BUSINESS PERSONAL PROPERTY		0	58,250	115,025	218,375	311,250	339,375	442,500	490,000	517,500	572,750	670,875	742,500	790,500	811,250	878,875	1,042,500	1,117,500	1,152,000	1,249,750	1,278,875	1,305,000	1,331,125	1,357,722	1,384,875	1,412,574	1,440,825	1,469,642	1,498,035	1,526,915	1,556,286	1,586,155	1,622,003	
City of Kenville	0	2,085	7,151	10,888	14,202	19,284	20,333	22,864	23,779	29,264	31,102	34,110	38,841	41,872	44,887	47,903	51,349	53,972	57,349	58,572	59,965	61,184	62,387	63,835	64,908	66,206	67,530	68,881	70,258	71,663	73,097	74,559	1,402,594	City of Kenville
Kent County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County
Kent County Lateral Roads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County Lateral Roads
Kenville ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kenville ISD
UGRA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	UGRA
HGCD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HGCD
		0	2,085	7,151	10,888	14,202	19,284	20,333	22,864	23,779	29,264	31,102	34,110	38,841	41,872	44,887	47,903	51,349	53,972	57,349	58,572	59,965	61,184	62,387	63,835	64,908	66,206	67,530	68,881	70,258	71,663	73,097	74,559		
REVENUE #2 = SALES TAX																																		
Sales		0	9,212,500	3,651,250	5,118,750	7,242,500	7,918,750	10,225,000	11,288,000	12,075,000	13,287,500	15,393,750	17,325,000	18,200,000	21,262,500	23,393,750	24,225,000	26,075,000	26,950,000	29,137,500	29,793,750	30,450,000	31,050,000	31,500,000	32,312,750	32,940,000	33,600,000	34,293,000	34,977,000	35,877,000	36,900,000	37,110,000	37,860,750	
City of Kenville		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Kenville
REVENUE #3 = OFFICE																																		
REAL PROPERTY TAX		0	0	747,250	1,171,875	1,242,500	1,242,500	2,343,750	3,250,375	4,062,500	4,375,000	4,375,000	4,375,000	4,375,000	5,104,250	5,171,875	5,625,000	7,187,500	9,437,500	9,262,500	9,262,500	9,093,750	10,018,875	10,206,563	10,409,062	10,600,250	10,800,000	11,325,000	11,250,000	11,587,500	11,800,000	12,000,125	12,200,000	
BUSINESS PERSONAL PROPERTY		0	0	31,250	48,875	52,500	42,500	93,750	134,375	162,500	175,000	175,000	175,000	175,000	204,250	206,875	225,000	287,500	337,500	362,500	367,500	399,250	403,755	411,218	419,642	427,031	434,388	472,203	483,528	493,808	504,038	513,660	523,660	
City of Kenville	0	0	4,200	6,487	8,616	8,616	12,923	18,524	22,491	24,124	24,124	24,124	24,124	24,124	28,432	34,202	37,908	38,832	48,224	49,871	52,417	54,495	56,275	58,086	57,820	58,877	60,156	61,250	62,246	63,058	63,115	66,417	67,746	1,199,820	City of Kenville
Kent County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County
Kent County Lateral Roads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County Lateral Roads
Kenville ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kenville ISD
UGRA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	UGRA
HGCD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HGCD
		0	0	4,200	6,487	8,616	8,616	12,923	18,524	22,491	24,124	24,124	24,124	24,124	28,432	34,202	37,908	38,832	48,224	49,871	52,417	54,495	56,275	58,086	57,820	58,877	60,156	61,250	62,246	63,058	63,115	66,417	67,746		
REVENUE #4 = RESIDENTIAL																																		
REAL PROPERTY TAX		0	0	2,950,000	4,275,000	6,412,500	8,250,750	7,937,500	8,193,750	11,937,500	13,181,250	15,437,500	15,792,750	18,862,500	17,218,750	19,250,000	19,287,500	20,900,000	22,087,500	23,387,500	24,243,750	24,125,000	26,937,500	27,500,000	29,591,000	28,003,000	29,250,000	29,821,000	30,417,000	31,025,375	31,840,000	32,278,250	32,924,000	
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Kenville	0	0	19,715	23,572	25,210	37,325	43,216	45,188	64,160	72,681	85,022	87,867	92,898	94,864	99,528	109,837	115,243	121,790	137,267	134,251	144,853	147,342	151,911	154,848	158,040	161,200	164,423	167,722	171,076	174,440	177,888	181,547	3,254,840	City of Kenville
Kent County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County
Kent County Lateral Roads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County Lateral Roads
Kenville ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kenville ISD
UGRA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	UGRA
HGCD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HGCD
		0	0	19,715	23,572	25,210	37,325	43,216	45,188	64,160	72,681	85,022	87,867	92,898	94,864	99,528	109,837	115,243	121,790	137,267	134,251	144,853	147,342	151,911	154,848	158,040	161,200	164,423	167,722	171,076	174,440	177,888	181,547		
REVENUE #5 = HOTEL																																		
REAL PROPERTY TAX		0	0	0	3,900,000	5,985,000	7,900,000	7,900,000	10,900,000	12,296,000	16,500,000	17,900,000	19,200,000	19,707,000	20,102,000	20,500,211	20,877,535	21,287,000	24,812,229	30,842,829	30,917,865	37,554,226	38,355,311	39,071,617	39,952,846	40,849,002	41,682,000	42,292,158	43,320,000	44,000,261	44,800,271	45,779,202	48,093,000	
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City of Kenville	0	0	0	22,000	33,001	44,002	44,002	58,717	67,574	91,148	99,004	109,001	108,999	111,170	113,402	115,670	117,984	137,240	165,452	203,314	237,374	219,215	210,440	219,748	224,144	228,626	233,199	237,863	242,620	247,473	252,422	257,470	4,417,519	City of Kenville
Kent County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County
Kent County Lateral Roads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kent County Lateral Roads
Kenville ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Kenville ISD
UGRA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	UGRA
HGCD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	HGCD
		0	0	0	22,000	33,001	44,002	44,002	58,717	67,574	91,148	99,004	109,001	108,999	111,170	113,402	115,670	117,984	137,240	165,452	203,314	237,374	219,215	210,440	219,748	224,144	228,626	233,199	237,863	242,620	247,473	252,422	257,470		
REVENUE A, 1, 2, 3, 4, 5		0	12,027	49,277	95,003	126,377	162,676	189,188	226,324	271,859	321,052	356,964	395,242	408,790	437,891	466,630	491,546	529,101	577,720	630,166	684,256	721,443	758,883	785,134	811,776	838,958	866,678	894,933	923,744	953,112	983,219	1,013,825	1,045,044	17,945,791	
Running Total		0	12,027	61,304	156,306	282,683	445,359	634,547	860,871	1,132,730	1,453,782	1,810,746	2,205,988	2,614,778	3,052,669	3,519,299	4,010,845	4,539,946	5,117,666	5,747,832	6,432,088	7,153,531	7,912,414	8,697,548	9,509,324	10,348,282	11,215,960	12,109,893	13,033,637	13,986,856	14,970,075	15,983,900	17,029,944		
GROWTH	17,945,791																																	
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	
City of Kenville		0	12,027	49,277	95,003	126,377	162,676	189,188	226,324	271,859	321,052	356,964	395,242	408,790	437,891	466,630	491,546	529,101	577,720	630,166	684,256	721,443	758,883	785,134	811,776	838,958	866,678	894,933	923,744	953,112	983,219	1,013,825	1,045,044	17,945,791	City of Kenville
Kent County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		Kent County
Kent County Lateral Roads		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		Kent County Lateral Roads
Kenville ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		Kenville ISD
UGRA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		UGRA
HGCD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		HGCD
		0	12,027	49,277	95,003	126,377	162,676	189,188	226,324	271,859	321,052	356,964	395,242	408,790	437,891	466,630	491,546	529,101	577,720	630,166	684,256	721,443	758,883	785,134	811,776	838,958	866,678	894,933	923,744	953,112	983,219	1,013,825	1,045,044	17,945,791	

DAVID PETTIT
Economic Development

MAGNIFICATION OF PAGE 15

Total Taxes Generated **ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES**

TAXABLE BASE YEAR GROWTH 2%
DISCOUNT RATE 6%

	REAL PROPERTY TAX		
CITY OF KERRVILLE	0.5514000	100%	0.5514000
KERR COUNTY	0.4677000	100%	0.4677000
KERR COUNTY LATERAL ROADS	0.0323000	100%	0.0323000
KERRVILLE ISD	1.1800000	100%	1.1800000
UGRA	0.0235000	100%	0.0235000
HGCD	0.0074000	100%	0.0074000
	2.2623000		**2.2623000**

	BUSINESS PERSONAL PROPERTY TAX		
CITY OF KERRVILLE	0.5514000	100%	0.5514000
KERR COUNTY	0.4677000	100%	0.4677000
KERR COUNTY LATERAL ROADS	0.0323000	100%	0.0323000
KERRVILLE ISD	1.1800000	100%	1.1800000
UGRA	0.0235000	100%	0.0235000
HGCD	0.0074000	100%	0.0074000
	2.2623000		**2.2623000**

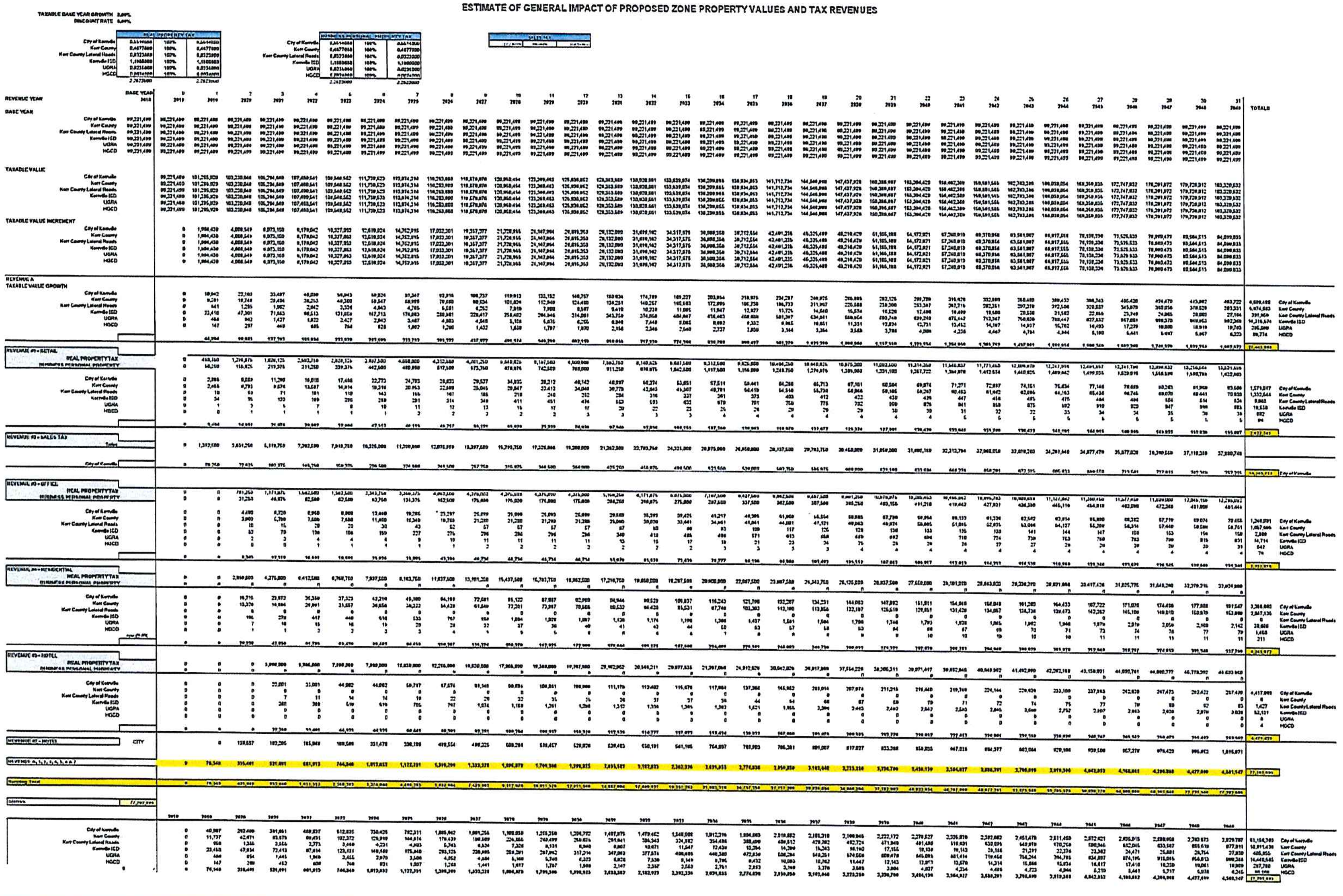
SALES TAX		
0.0200000	100.00%	0.0200000

MAGNIFICATION OF PAGE 15

DAVID PETTIT
Economic Development

Financial Feasibility Analysis

Total Taxes Generated

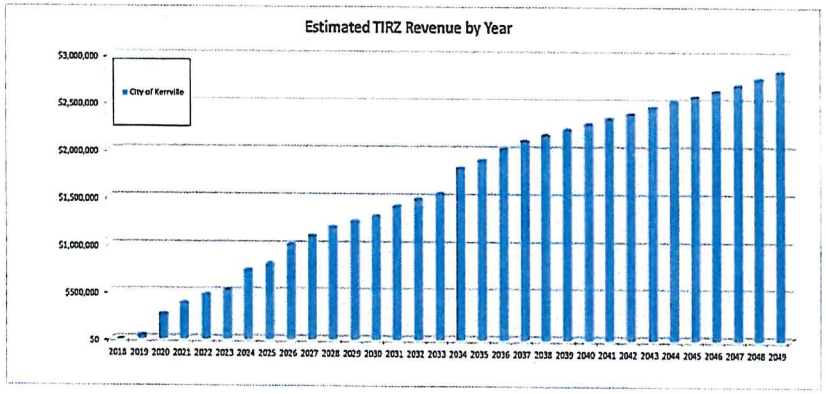


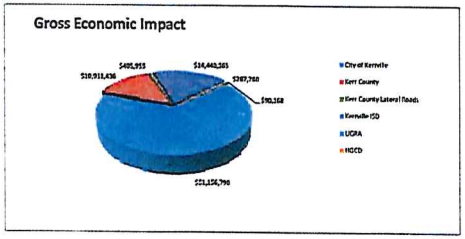
ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

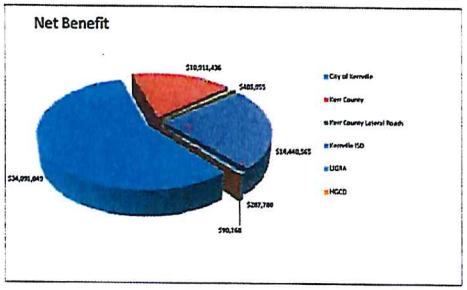
Financial Feasibility Analysis
Summary

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Net Benefit
City of Kerrville	$51,156,790	$17,065,741	$34,091,049
Kerr County	$10,911,436	$0	$10,911,436
Kerr County Lateral Roads	$405,955	$0	$405,955
Kerrville ISD	$14,440,565	$0	$14,440,565
UGRA	$287,780	$0	$287,780
HGCD	$90,168	$0	$90,168
Total	$77,292,695	$17,065,741	$60,226,954







DAVID PETTIT
Economic Development

Terms and Conditions

Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #1 in Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2049.

Powers and Duties of Board of Directors:

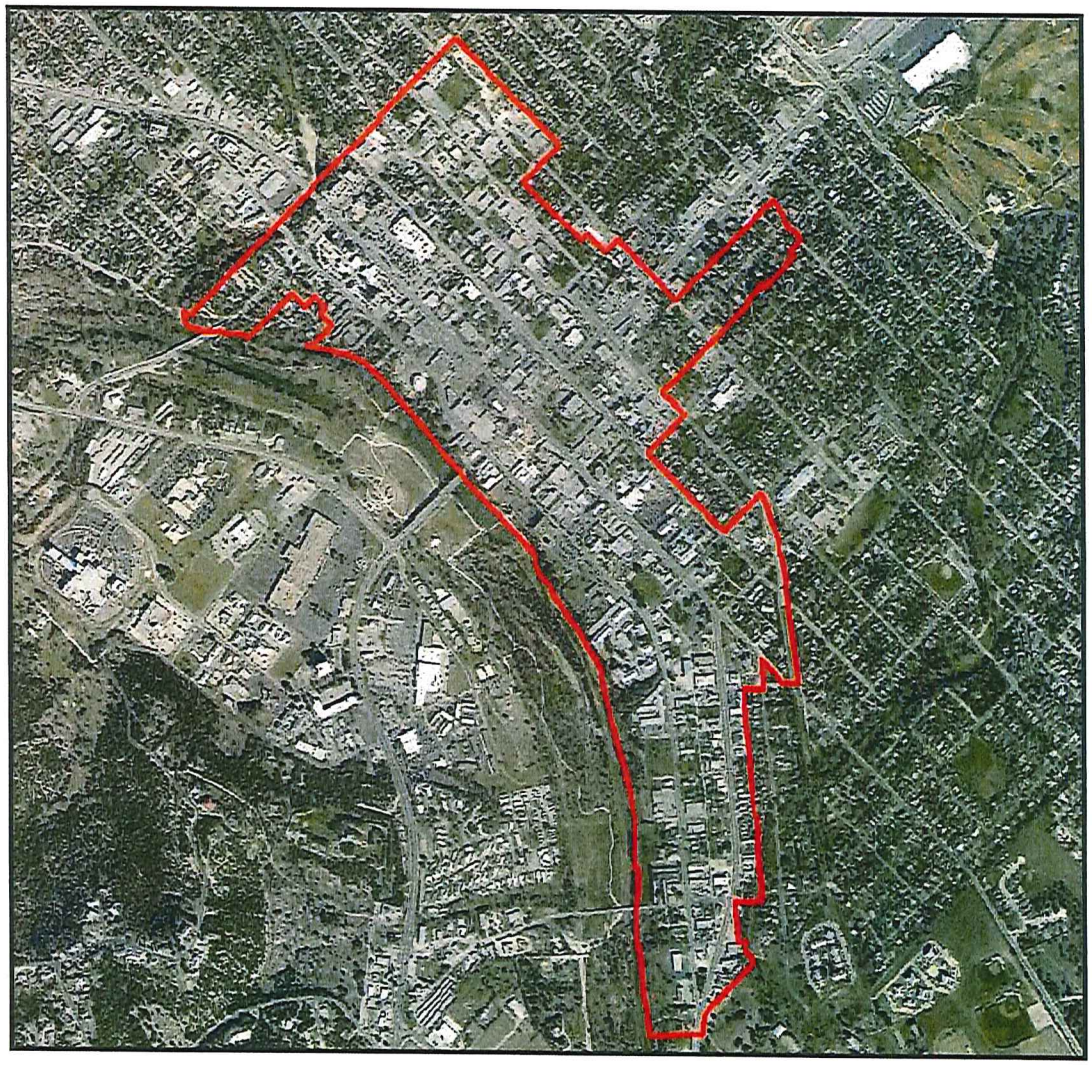
The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.



APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
502523	$ 4,349,766.00	CC BUTT GROCERY COMPANY	H.E.B. ADDITION BLK 1 LOT 1 & 2 ACRES 5.5473
23932	$ 2,458,615.00	ONE SCHREINER CENTER MANAGEMENT	BROWN BLK 25 & 26 (ONE SCHREINER CENTER) LOT 3, 4 PT; LTS 1, 2, 3, 4 ACRES 3.1168
23929	$ 2,045,535.00	CROMWELL STREET, LLC	BROWN BLK 24 & 25 LOT 1PT2,4&6 (PT TR I) ACRES 2.129
36324	$ 1,898,240.00	BROADWAY NATIONAL BANK	SCHREINER BLK 43, BLK 9 LOT 321-324, PTS 325-326, LTS 596,597,604,605 ACRES 1.606
23780	$ 1,509,244.00	MILLER, JOHN W JR	BROWN BLK 2 LOT 143-R (REPLAT) ACRES 2.19
66314	$ 1,460,231.00	CAILLOUX FOUNDATION PROPERTIES, LLC	BROWN BLK 8 (SCHREINER STORE) LOT 112,113,114, PTS 101,102,106,&111 ACRES .92
23935	$ 1,459,947.00	ONE SCHREINER CENTER MANAGEMENT	BROWN BLK 26 (PT 25, PT LT 2) LOT 5, 6 ACRES 2.4971
23791	$ 1,439,487.00	MESSICK,HUCE GLENN &	BROWN BLK 3 LOT 1 (WALGREEN'S)
534859	$ 1,414,246.00	MJTJ INVESTMENTS, LP	CRENWELGE MOTORS SUBD BLK 1 LOT 1 ACRES 2.452
36323	$ 1,321,656.00	CVS CORPORATION #7728-01	SCHREINER BLK 37 (+ .49 ACS ABST 375) LOT 577-581
70025	$ 1,230,563.00	RIO ALTO PARTNERS, LP	RIVER GUIDE VILLAGE BLK (16.74% COMMON) LOT K
70015	$ 1,009,495.00	KERRVILLE PROFESSIONAL PROPERTY	RIVER GUIDE VILLAGE BLK (14.08% COMMON) LOT A
23853	$ 992,062.00	CSL TEXAS SYSTEM, LLC	BROWN BLK 7 LOT 91 PT, 92 PT
36266	$ 989,669.00	RIVER OAKS APARTMENTS	SCHREINER BLK 32 LOT 1 (RIVER OAKS APTS)
38425	$ 905,000.00	SMV KERRVILLE EDGEWATER, LP	JA TIVY ADDN BLK 4 (EDGEWATER CARE CTR) LOT 1,2,3,4,5,6 PT(1/2), 7 PT(1/2)
70024	$ 869,695.00	CALICHE INVESTMENTS, LTD	RIVER GUIDE VILLAGE BLK (9.59% COMMON) LOT J
534013	$ 853,628.00	BIG DIAMOND, INC	VALERO CORNER STORE NO. 1073 BLK 1 LOT 1 ACRES 1.34
24198	$ 830,264.00	MCDONALD'S REAL ESTATE CO	CAGE BLK H LOT 6-R (REPLAT) ACRES .8524
23788	$ 823,078.00	PIONEER BANK	BROWN BLK 2 LOT 146, 147, 148
36333	$ 815,398.00	KERR TOWN PLAZA, LLC	SCHREINER BLK 45 LOT 273, 274, 275, 276, 277 & 278-PT
36469	$ 767,857.00	FINE, HASKELL H ESTATE	SCHREINER BLK 58 LOT 5 PT
31486	$ 766,568.00	KEMP, ROWLAND & WILKS, JAMES	LOWRY BLK 3 LOT 3, 4, 5, 6, & PT AB 375
23769	$ 761,929.00	MAINCLAY, LLC	BROWN BLK 1 LOT 115-116 PTS, 117, 118-122 PTS (TR II) ACRES 1.119
70017	$ 755,063.00	ORION KERRVILLE PROPERTIES, LP	RIVER GUIDE VILLAGE BLK (6.85% COMMON) LOT C
23806	$ 750,140.00	GRIMES RENTAL CORP., INC	BROWN BLK 4 (GRIMES FUNERAL HOME) LOT 33, 34
24197	$ 745,618.00	IRVIN FAMILY PARTNERSHIP	CAGE BLK H LOT 2
36328	$ 736,301.00	RHODEN, ELIZABETH ETAL	SCHREINER BLK 22 &44 LOT 588 PT, 589 PT, 590 - 595
534860	$ 715,303.00	MJTJ INVESTMENTS, LP	CRENWELGE MOTORS SUBD BLK 1 LOT 2 ACRES 1.794
24213	$ 702,596.00	STORE PROPERTY KERRVILLE, LLC	CAGE BLK I LOT 5-A (REPLAT) ACRES .99
38429	$ 695,548.00	SEARS, GAIL H	JA TIVY ADDN BLK 6 LOT 2, 3, 4, 5
36448	$ 675,913.00	CDC DEVELOPMENT, INC	SCHREINER BLK 55 LOT 570-R (REPLAT 15-1185) ACRES 1.38
71184	$ 669,837.00	KERRVILLE PROFESSIONAL PROPERTY	RIVER GUIDE VILLAGE LOT B-1
36390	$ 662,499.00	SOUTHERN NEWSPAPERS, INC	SCHREINER BLK 50 LOT 329, 330, 331
38412	$ 652,028.00	J & K ADVENTURE	JA TIVY ADDN BLK 1 LOT 1, 2 & 3
70019	$ 647,649.00	RIVERGUIDE UNIT E, LTD	RIVER GUIDE VILLAGE BLK (3.34% COMMON) LOT E
23837	$ 630,350.00	GRAY, GUY JAMES	MAIN PLAZA ADDN LOT 1-R (REPLAT) ACRES .47
71735	$ 619,708.00	AB LAZY RIVER, LLC	JA TIVY ADDN BLK 8 LOT 1,2,3, PT 4, PT 5, PT 6
36268	$ 617,185.00	RIVER OAKS APARTMENTS	SCHREINER BLK 33 LOT 1, PT 16 (RIVER OAKS APTS)
36332	$ 594,973.00	KERR PECAN PLAZA, LLC	SCHREINER BLK 45 LOT 263, 264
24201	$ 554,046.00	STS4K GROUP, LLC	CAGE BLK H LOT 10, 11
23842	$ 545,921.00	MELUCCI, MICHAEL B & DUSTI L	BROWN BLK 7 LOT 69 PT, 70 PT, 71 PT
23851	$ 536,058.00	1890 BUILDING MANAGEMENT, LLC THE	BROWN BLK 7 LOT 89 PT, 90 PT
23914	$ 501,099.00	SUTHERLIN, KEVIN	BROWN BLK 23 (A106,CAGE,S116) LOT 1, 3 PT ACRES .171
43249	$ 498,265.00	JACK IN THE BOX EASTERN	CAGE BLK H (JACK-IN-THE-BOX) LOT 1 (REPLAT 1-5)
36326	$ 491,499.00	WAGNER, RANDALL L &	SCHREINER BLK 43 LOT 327 PT, 328
24143	$ 489,129.00	GREEN, GEORGE ROBERT &	CAGE BLK F LOT 4, 3 PT
36387	$ 488,339.00	FERRIS, R & D FAMILY LIMITED	SCHREINER BLK 50 LOT 317, 318 PT (COWBOY STEAKHOUSE)
23855	$ 462,350.00	LOVE, ROBERT D	BROWN BLK 7 LOT PT 93
535801	$ 460,248.00	PACHARZINA PARTNERS, LTD	PLANT HAUS 2 BLK 1 LOT 1 ACRES 1.19
23823	$ 444,404.00	POLLARD, EDWARD R & SHARON Y TTEES	BROWN BLK 6 LOT 53, 54 PT
38544	$ 437,360.00	WILSON, EDWARD A & MARJORIE L	JA TIVY ADDN BLK 24 (PARK HILL APTS) LOT 16, 16A
36303	$ 433,615.00	C K LEASING, LLC	SCHREINER BLK 35 LOT 210 & 211
70018	$ 429,349.00	KERRVILLE PROFESSIONAL	RIVER GUIDE VILLAGE BLK (4.66% COMMON) LOT D
24222	$ 421,351.00	ESQUINA, LP	CAGE BLK I LOT 13, 14, 15, 16
36241	$ 412,062.00	MIDTEX OIL, INC	SCHREINER BLK 9 LOT 598, 599
38457	$ 408,050.00	KERR CO PROPERTIES LLC	JA TIVY ADDN BLK 12 LOT 3-5 PTS & PTS 11,12,13
502505	$ 399,356.00	ALACRAN PROPERTIES, LLC	BROWN BLK 7 LOT 89 PT ACRES .041
534861	$ 396,594.00	MJTJ INVESTMENTS, LP	CRENWELGE MOTORS SUBD BLK 1 LOT 3 ACRES 0.859
23790	$ 387,399.00	DEPOT SQUARE SERIES	BROWN BLK 3 LOT 2-R (REPLAT) ACRES .87
23852	$ 382,401.00	CONRAD, JEFFREY V & NURSEL	BROWN BLK 7 LOT 89 PT, 90 PT, 91 PT
36265	$ 379,098.00	BETHEL, JAMES B	SCHREINER BLK 31 LOT 1

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
36458	$ 378,599.00	POLLARD, EDWARD R & SHARON Y TTEES	SCHREINER BLK 57-A (REPLAT) LOT 1
36262	$ 377,652.00	SHER, KATHY FAMILY LIMITED	SCHREINER BLK 30, BLK 31 LOT 1 PT(ON THE RIVER RESTAURANT)
36459	$ 360,014.00	POLLARD, EDWARD R & SHARON Y TTEES	SCHREINER BLK 57-A (REPLAT) LOT 2
36386	$ 357,458.00	DEAN, EVELYN N TTEE	SCHREINER BLK 50 LOT 315, 316
14699	$ 353,799.00	PRIOUR WAREHOUSE, LLC	ABS A0182 HAYS, SUR 117,ACRES 4.05
36267	$ 353,412.00	RIVER OAKS APARTMENTS	SCHREINER BLK 32 LOT 2 (RIVER OAKS APTS)
23787	$ 350,133.00	SERIES 1 OF BIG MAIN ASSOCIATES, LLC	BROWN BLK 2 LOT 145
23843	$ 347,218.00	CLACK, STEVEN L	BROWN BLK 7 LOT 69 PT, 70 PT
36322	$ 347,178.00	LEMOS STREET, LLC	SCHREINER BLK 37 LOT 574-R (REPLAT) ACRES .48
71185	$ 343,988.00	IQ INVESTMENTS	RIVER GUIDE VILLAGE LOT B-2
23830	$ 341,327.00	WALLACE, EDGAR A &	MAIN PLAZA ADDN LOT 2-R (REPLAT) ACRES .76
36540	$ 329,230.00	WRIGHT-MINTER, LINDA TTEE	SCHREINER HERZOG BLK 33 (2/3 IS BED & BREAKFAST) LOT 13-PT(37.5'), 14,15 & 16
23927	$ 328,632.00	ARCADIA THEATRE, LLC	BROWN BLK 24 (ARCADIA THEATRE) LOT 5 PT
38604	$ 325,602.00	FRITZ FAMILY ENTERPRISES LTD	JA TIVY ADDN BLK 32 LOT 4-5-6
38501	$ 318,265.00	A+ ACTION AUTOMOTIVE, LLC	JA TIVY ADDN BLK 17 LOT 1-R (REPLAT) ACRES .43
36242	$ 314,947.00	PINT AND PLOW BREWING COMPANY, LLC	SCHREINER BLK 9 LOT 602 PT, 603 PTS ACRES .3479
23850	$ 313,866.00	THE 1890 BUILDING MANAGEMENT, LLC	BROWN BLK 7 LOT 89 PT, 90 PT
23773	$ 312,141.00	LUY, MAKARA	BROWN BLK 1 LOT 118 PT, 119 PT, 120 PT
36437	$ 309,255.00	HUGHES, HAROLD E JR &	SCHREINER BLK 54 LOT 405, 407, 408
23779	$ 306,298.00	LEISSNER, LAYTON L	BROWN BLK 2 (NAPPA AUTO) LOT 131-133 PTS
38447	$ 303,749.00	H2O PROPERTIES, LTD	JA TIVY ADDN BLK 9 (WATER STREET MOTEL) LOT 3 & 4
23918	$ 300,848.00	HERRING FAMILY TRUST, THE	BROWN BLK 23 LOT 3 PT
45900	$ 299,870.00	MJTJ INVESTMENTS, LP	SCHREINER BLK 46 LOT 254, 253 PT
23915	$ 299,860.00	WILT, PATRICK D & KERI L	BROWN BLK 23 LOT 2 PT, 3 PT
24230	$ 289,149.00	THORNTON, MARIANNE TTEE	CAGE BLK J (HALLMARK II APTS) LOT 9 PT ACRES 0.3375
38528	$ 287,314.00	RAINS, JOHN WILEY	JA TIVY ADDN BLK 19 LOT 8-12
23847	$ 282,646.00	LESLIE, CRAIG L	BROWN BLK 7 LOT 75 PT, 76 PT
38473	$ 279,552.00	BIGENHO, KEVIN L	JA TIVY ADDN BLK 14 LOT 4 PT, 5, 6 ACRES .5104
38538	$ 275,663.00	DYAL, MICHAEL & LISA	JA TIVY ADDN BLK 24 LOT PT 9, PT 10
38517	$ 274,005.00	FULLERTON, LUCY &	JA TIVY ADDN BLK 18 LOT 6 PT, 5PT
36355	$ 271,337.00	NUGENT, JAMES E & NUGENT,	SCHREINER BLK 47 LOT 291 PT, 292-296
36468	$ 271,130.00	LZC KERRBOE PROPERTIES, LLC	SCHREINER BLK 58 LOT 4 & PT 5
38449	$ 270,742.00	GABBERT, PETER CHARLES TTEE	JA TIVY ADDN BLK 10 LOT 1-5 PTS FRONT
23873	$ 268,159.00	GARRETT, AMMIE ROSE	BROWN BLK 17 (JEFFERSON MANOR APTS) LOT R & S PTS
38484	$ 267,941.00	REITER RENTAL PROPERTIES, LLC	JA TIVY ADDN BLK 15 LOT 5, 6 ACRES .4361
528501	$ 263,093.00	CALM ON WATER, LLC	JA TIVY ADDN BLK 6 LOT 6
38413	$ 259,482.00	THOMPSON, KATHERINE R &	JA TIVY ADDN BLK 1 LOT 4 & 5
36247	$ 259,304.00	SPAULDING-HUBBLE MANAGEMENT TRUST	SCHREINER BLK 10 LOT 1
24146	$ 250,068.00	THORNE, GARY A DDS	CAGE BLK F (PROF ASSOC CONDO BLDG B UNIT 1&2) LOT 5 PT, 6 PT
70022	$ 249,693.00	KERRVILLE PROFESSIONAL PROPERTIES, LTD	RIVER GUIDE VILLAGE BLK (5.48% COMMON) LOT H
24128	$ 249,259.00	WELCH, WHITNEY	CAGE BLK E LOT 3
38555	$ 246,224.00	COON, DUSTIN	JA TIVY ADDN BLK 27 LOT 3-R (REPLAT)
38461	$ 245,951.00	REITER RENTAL PROPERTIES, LLC	JA TIVY ADDN BLK 12 LOT 12 PT 9 & 10, 1/2 CLSD H ST
36404	$ 243,099.00	FARHOUDI, VINNA CONLEE ETAL	SCHREINER BLK 52 LOT 375, 376, 385 PT, 386 PT
23835	$ 242,696.00	NUGENT FAMILY LIMITED PARTNERSHIP	BROWN BLK 6 LOT 67 PT, 68 PT
24229	$ 242,024.00	A&D PROPERTIES #2	CAGE BLK J LOT 8
38464	$ 240,711.00	KERR CRAFT DEVELOPMENT, LLC	JA TIVY ADDN BLK 13 LOT 3-4
29986	$ 239,691.00	GARDNER WARBIRDS, LTD	INSALL BLK 1 LOT 1, 2
23921	$ 238,880.00	FIRST AID MEDICAL	BROWN BLK 24 (PAMPELL'S DRUGSTORE) LOT 1-A (REPLAT) ACRES .149
24164	$ 238,280.00	LIFESTYLE-HOMES LLC	CAGE BLK F LOT 28 PT
71445	$ 237,787.00	417 TIVY ST LLC	C GRAY ADDN BLK 1 LOT 1 ACRES .5
38434	$ 237,352.00	RAYMER, MYERS C & LONDA B	JA TIVY ADDN BLK 7 LOT 3 PT (E/PT)
36461	$ 236,707.00	DEALERS ELECTRICAL SUPPLY, INC	SCHREINER BLK 57-A LOT 4 (REPLAT OF 3)
24145	$ 235,937.00	CROZIER, GARY DDS	CAGE BLK F (PROF ASSOC CONDO BLDG A UNIT 1&2) LOT 5 PT, 6 PT, 7 PT
38574	$ 233,254.00	DEJA MAISON MANAGEMENT, LLC	JA TIVY ADDN BLK 29 LOT 3-R (REPLAT) ACRES .4017
47463	$ 231,505.00	PACHARZINA PARTNERS, LTD	SCHREINER BLK 10 LOT 599-600-601 ACRES .5669
23848	$ 230,792.00	MEEK, JANET THE TRUST	BROWN BLK 7 LOT 75 PT, 76 PT
36473	$ 228,547.00	ABERNETHY, GAYLE TTEE	SCHREINER BLK 59 LOT 429, 430
24165	$ 225,494.00	KERR RESIDENTIAL, LTD	CAGE BLK F LOT 28 PT
24130	$ 225,106.00	HENDRICKS, CARY BLANE	CAGE BLK E LOT 5, 7 PT
38455	$ 221,989.00	BAKER, JOHN R & MAUREEN M	JA TIVY ADDN BLK 12 & 13 PT LOT 2-3-4 PTS

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
36406	$ 217,703.00	WEST FEEDS INC	SCHREINER BLK 52 LOT 387, 388, 389, 390 PTS ACRES .6299
24219	$ 217,477.00	STEADMAN, ELIZABETH J & CLAY	CAGE BLK I LOT 10
24207	$ 217,101.00	CHEDZOY, ALVAREZ INVESTMENT CO, LP	CAGE BLK H LOT 16
29987	$ 215,901.00	BOVEE, JACQUIE LYNN	INSALL BLK 1 (APARTMENTS & RES) LOT 3 & 4
23856	$ 212,773.00	WATER STREET KV, LLC	BROWN BLK 7 LOT 94 PT ACRES .21
24214	$ 203,752.00	FINLEY, BRYAN	CAGE BLK I LOT 7
36410	$ 203,476.00	KUYKENDALL, DAN	SCHREINER BLK 53 LOT 363, 364, 365
24129	$ 202,494.00	DAVIS, MICHELLE S	CAGE BLK E LOT 4
38448	$ 201,431.00	H2O PROPERTIES, LTD	JA TIVY ADDN BLK 9 LOT 5 & 6
38414	$ 201,114.00	TEXAS TIERRA III, LTD	JA TIVY ADDN BLK 1 LOT 6, 7, 8
29988	$ 200,081.00	GREENLEE, JOHN E &	INSALL BLK 1 LOT 5, 6
23881	$ 199,520.00	POLLARD, THOMAS W & CAROLE	BROWN BLK 18 LOT 4
24131	$ 198,507.00	MCCORMICK, KEVIN C &	CAGE BLK E LOT 6
36535	$ 196,232.00	HERRING FAMILY TRUST, THE	SCHREINER HERZOG BLK 33 LOT 1,2 & PT 3 (42')
24199	$ 192,690.00	BAEHRE, GORDON R	CAGE BLK H LOT 9, 8 PT ACRES .3703
36389	$ 190,541.00	STEHLING, M SCOTT	SCHREINER BLK 50 LOT 320
23922	$ 189,675.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 24 LOT 2 PT
38475	$ 189,039.00	JEREMY BARNES INTERESTS, LLC	JA TIVY ADDN BLK 14 LOT 9 & 10
23942	$ 188,409.00	BROUN, CARLETTA GENERATION	BROWN BLK 26 LOT 6 PT, 7
38561	$ 187,703.00	COMEGYS, C GEORGE	JA TIVY ADDN BLK 27 LOT 15 & 16
24228	$ 187,494.00	ABRAHAMS, ROBERT CARSON	CAGE BLK J LOT 7
38460	$ 186,119.00	FRITZ FAMILY ENTERPRISES LTD	JA TIVY ADDN BLK 12 LOT 8 & PT 7
36336	$ 184,277.00	DAVIS, CHARLES H & RANDALL K	SCHREINER BLK 45 LOT 280
38427	$ 183,150.00	BRINKMAN, L D CORP	JA TIVY ADDN BLK 5 LOT 1-6 ACRES 2.803
36534	$ 180,405.00	VILLANUEVA, DANNY	SCHREINER BLK 64 LOT 501-504, 509
23824	$ 180,404.00	APA FAMILY INTERESTS, LTD	BROWN BLK 6 LOT 54 PT
36495	$ 180,238.00	ZUBER, RUSTIN	SCHREINER BLK 60 LOT 441, 442
36452	$ 180,203.00	MAXEY FAMILY LIMITED	SCHREINER BLK 56 PT LOT 3 ACRES 2.04
36334	$ 180,131.00	FERRIS, R & D FAMILY LIMITED	SCHREINER BLK 45 LOT 278 PT, 279 PT
38563	$ 178,137.00	MORALES, PATRICIA GARZA	JA TIVY ADDN BLK 28 LOT 2 & 1 PT
24231	$ 176,730.00	DANFORD, HAROLD J & WENDY W	CAGE BLK J LOT 9 PT ACRES 0.1446
38552	$ 176,257.00	AVILA, ADAM D	JA TIVY ADDN BLK 27 LOT 1 PT, 2 PT
24227	$ 175,207.00	NOWLIN, DONALD H & PEGGY ANN	CAGE BLK J LOT 6 ACRES .2295
38477	$ 174,443.00	MILLER, ROBERT COREY	JA TIVY ADDN BLK 14 LOT 11 PT & 12 ACRES .3012
24218	$ 173,781.00	616 EARL GARRETT	CAGE BLK I LOT 9
23776	$ 173,287.00	CDC-KERR LP	BROWN BLK 1 LOT 120-122 PTS
38519	$ 173,097.00	REITER RENTAL PROPERTIES, LLC	JA TIVY ADDN BLK 18 LOT 7 & 8
36340	$ 172,363.00	GRIMMDY VENTURES, LLC	SCHREINER BLK 46 LOT 255, 256 ACRES .332
24141	$ 171,592.00	LOWE, JOHN M & LAURIE T	CAGE BLK E LOT 11 (SW PT), PTS 1A & 1B ACRES 0.35
48500	$ 171,407.00	BOWIE, BEVERLY J	JA TIVY ADDN BLK 24 (BLDG H) LOT PTS 6,7,8 ACRES .32
71186	$ 170,919.00	IQ INVESTMENTS, LTD	RIVER GUIDE VILLAGE LOT B-300
23800	$ 170,701.00	GRIMES RENTAL CORP	BROWN BLK 4 LOT 25 & 26
38533	$ 170,575.00	BERNHARD, WILLIAM ROBERT TTEE	JA TIVY ADDN BLK 23 PT ACRES .32
23857	$ 170,530.00	RHODEN, BETSY JOHNSTON	BROWN BLK 7 LOT 94 PT, 95
48495	$ 169,665.00	BOWIE, BEVERLY J	JA TIVY ADDN BLK 24 (BLDG A) LOT PTS 6,7,8 ACRES .28
23841	$ 168,602.00	DOTY, BETH J	BROWN BLK 7 LOT 69 PT, 70 PT, & 71 PT
36405	$ 166,923.00	SCHUPP, RONALD J	SCHREINER BLK 52 LOT 385 PT, 386 PT
532908	$ 166,800.00	IQ INVESTMENTS, LTD	RIVER GUIDE VILLAGE LOT B-400
38508	$ 166,690.00	BANNISTER, DEWAYNE &	JA TIVY ADDN BLK 17 LOT 9
38465	$ 166,333.00	KERR CRAFT DEVELOPMENT, LLC	JA TIVY ADDN BLK 13 LOT 6 & 5
23849	$ 164,411.00	BAEHRE, GORDON R & DENISE A	BROWN BLK 7 LOT 89 PT, 90 PT
36269	$ 164,195.00	TRAN, DANNY &	SCHREINER BLK 33 LOT 2 ACRES .1791
36466	$ 163,877.00	CK&A, INC	SCHREINER BLK 58 PT LOT 3 PT ACRES .364
23858	$ 161,712.00	RHODEN, BETSY JOHNSTON	BROWN BLK 7 LOT 96
23875	$ 161,058.00	NEIKIRK, CHARLES MARSHALL	BROWN BLK 17 (ADOBE HOUSE APTS) LOT T ACRES .245
502525	$ 160,930.00	CC BUTT GROCERY COMPANY	H.E.B. ADDITION BLK 2 LOT 1 & 2 ACRES .67
38559	$ 159,121.00	LOMERIA INC	JA TIVY ADDN BLK 27 (CIRCLE K CORP STORE #683) LOT 11-12
533069	$ 156,764.00	ONE SCHREINER CENTER MANAGEMENT	ABS A0106 CAGE, SUR 116,ACRES 0.8997
36329	$ 155,277.00	SHER, KATHY FAMILY LIMITED	SCHREINER BLK 45 LOT 257 & 258
24204	$ 155,072.00	LONE STAR INVESTMENTS, LLC	CAGE BLK H LOT 13 PT, 14 PT ACRES 0.221
38511	$ 154,840.00	MORRIS, DOUGLAS RAY	JA TIVY ADDN BLK 18 LOT 1

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
36434	$ 154,560.00	STANTON ASSET MANAGEMENT COMPANY, LLC	SCHREINER BLK 54 LOT 401, 402
24223	$ 153,325.00	NAGLE, FRANK T & CAROL B	CAGE BLK J LOT 1, 2 PT ACRES 0.2801
23825	$ 153,046.00	REEH, JOSEPH A	BROWN BLK 6 LOT 55
24220	$ 148,831.00	MORRIS, JAMES M	CAGE BLK I LOT 11
38430	$ 147,928.00	BINDOCK, RAYMOND BRUCE TTEE	JA TIVY ADDN BLK 7 LOT PTS 1-6
24202	$ 146,753.00	LONE STAR INVESTMENTS, LLC	CAGE BLK H LOT 12 PT, 13 PT, 14 PT ACRES .2856
45648	$ 145,266.00	MALEK, FARIBORZ	BROWN BLK 3 LOT 5 ACRES .191
23923	$ 144,145.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 24 LOT 3 PT ACRES .1185
36357	$ 144,109.00	GRUDZINSKI, ALBERT LEROY TTEE	SCHREINER BLK 48 LOT 297 PT, 298 PT, 299 PT
45647	$ 142,092.00	S A & A P SERIES	BROWN BLK 3 LOT 1-B REPLAT ACRES .172
24215	$ 141,047.00	SOFRAN PROPERTIES, LLC	CAGE BLK I LOT 8 PT(REAR) ACRES .228
23778	$ 140,996.00	PIONEER BANK	BROWN BLK 2 LOT 131 PT, 132 PT, 133 PT
24217	$ 137,524.00	RANCH STYLE PROPERTEIS, LTD	CAGE BLK I LOT 8 PT
29989	$ 136,914.00	PIPES, KRISTOFOR J	INSALL BLK 1 LOT 7, 8 PT ACRES .3038
533208	$ 136,169.00	BOERNER, ROBERT W	CULLIGAN ADDITION BLK 1 LOT 1 ACRES .7
38444	$ 135,963.00	BULLS BAY, LLC	JA TIVY ADDN BLK 8 LOT 6 PT (50X150) ACRES .1722
36443	$ 135,328.00	GOMEZ, MARIA SOCORRO	SCHREINER BLK 55 LOT 569 PT
36397	$ 134,613.00	TOWNSEND, RONALD &	SCHREINER BLK 51 LOT 380, 381, 382 PT
23928	$ 134,406.00	BAUBLIT, DAYTON L &	BROWN BLK 24 LOT 5 PT
24226	$ 133,095.00	CURRY, E BRUCE	CAGE BLK J LOT 5 & PT 4
36396	$ 133,090.00	FRASER FAMILY LIMITED PARTNERSHIP	SCHREINER BLK 51 LOT 379
38428	$ 133,020.00	SLAGLE, ALLAN MICHAEL &	JA TIVY ADDN BLK 6 LOT 1
24125	$ 131,811.00	BERNHARD, MILTON J	CAGE BLK E LOT 18
38557	$ 131,593.00	FOX, DAVID & KATHY A	JA TIVY ADDN BLK 27 LOT 9-10 PTS
38422	$ 130,817.00	NICHOLS, ROGER ROWLAND	JA TIVY ADDN BLK 2 LOT 8 & 9
38523	$ 130,701.00	ABERNETHY, MIKE	JA TIVY ADDN BLK 18 LOT PT 12 & ALL 11
23807	$ 128,147.00	AJUIC-HUNT INVESTMENTS, LTD	BROWN BLK 5 LOT 35 PT
36399	$ 127,643.00	KELLER, BOBBY C	SCHREINER BLK 52 LOT 369, 370
23845	$ 127,570.00	CSL TEXAS SYSTEM, LLC	BROWN BLK 7 LOT 72, 73 PT
36327	$ 127,352.00	SCHNEIDER, RICHARD J	SCHREINER BLK 43 LOT 327 PT, 328 PT
24147	$ 126,592.00	HEWITT, JOHN M & DEBRA	CAGE BLK F LOT 5 PT, 6 PT, 7 PT (REAR)
38527	$ 125,566.00	CORMAN INVESTMENTS INC	JA TIVY ADDN BLK 19 LOT 7-7 1/2 PTS
23846	$ 125,524.00	WINDSTREAM COMM KERRVILLE LP	BROWN BLK 7 LOT 73 PT, 74
24126	$ 123,802.00	AHHH! LLC	CAGE BLK E LOT 2 PT (S/2)
38500	$ 123,487.00	MORRIS, DOUGLAS R	JA TIVY ADDN BLK 16 LOT 12-R B (REPLAT) ACRES .2984
38452	$ 122,953.00	MEEK, MARK E & EVELYN KIM	ELMO MAATSCH ADDN BLK 1 LOT 1 ACRES 1.062
23805	$ 122,098.00	GRIMES RENTAL CORP., INC	BROWN BLK 4 (GRIMES FUNERAL HOME) LOT 31, 32
36331	$ 120,750.00	KERR PECAN PLAZA, LLC	SCHREINER BLK 45 LOT 260, 261, 262
23797	$ 120,140.00	TOMKIT, LTD	BROWN BLK 4 LOT 21
23804	$ 120,098.00	GRIMES RENTAL CORP., INC	BROWN BLK 4 LOT 29, 30
36360	$ 120,046.00	CC BUTT GROCERY COMPANY	SCHREINER BLK 48 LOT 300, 301 PT, 302 PT ACRES .478
36250	$ 118,973.00	TOWNSEND, RONALD	SCHREINER BLK 10 LOT 598
36450	$ 118,218.00	BLACKBURN, JOHN O TTEE	SCHREINER BLK 56 PT ACRES .6289
38504	$ 117,976.00	GUZMAN, RUBEN	JA TIVY ADDN BLK 17 LOT 6 PT, 5 PT
23771	$ 117,629.00	ADAMEK, LILLIE S &	BROWN BLK 1 LOT 115 PT, 116 PT
36373	$ 115,333.00	CC BUTT GROCERY COMPANY	SCHREINER BLK 48 LOT 348 PT & 349 PT ACRES .4598
38543	$ 114,989.00	NEUTZE, DEBBIE	JA TIVY ADDN BLK 24 LOT 15
38541	$ 114,969.00	JOHNSON, R C	JA TIVY ADDN BLK 24 LOT 12 & 13 PT
38487	$ 114,914.00	KAISER, BRETT A TTEE	JA TIVY ADDN BLK 15 LOT 10-12 PTS
38520	$ 112,809.00	VASQUEZ, RAMON SANCHEZ	JA TIVY ADDN BLK 18 LOT 9 ACRES .2181
14697	$ 111,364.00	HOMEGROWN ENERGY-MCBRYDE LP	ABS A0182 HAYS, SUR 117,ACRES 1.16
38575	$ 109,591.00	IGI PARTNERS, LLC	JA TIVY ADDN BLK 29 LOT 5-6 ACRES .3214
36409	$ 109,237.00	AYALA, MANUEL JR	SCHREINER BLK 53 LOT 361, 362
38437	$ 109,128.00	NAPPER, TERRY R	JA TIVY ADDN BLK 7 LOT 6 PT
38503	$ 107,913.00	COLDWELL, NEAL IV &	JA TIVY ADDN BLK 17 LOT 5 & 6 PTS ACRES .233
38480	$ 107,554.00	NAPPER, TERRY	JA TIVY ADDN BLK 15 LOT 2 PT ACRES .1607
36417	$ 107,371.00	HALL, JEANNETTE	SCHREINER BLK 53 LOT 396
38446	$ 107,004.00	H2O PROPERTIES, LTD	JA TIVY ADDN BLK 9 LOT 1 PT, 2 PT
38499	$ 105,537.00	JARAMILLO, FRANCO	JA TIVY ADDN BLK 16 LOT 11 PT
38532	$ 104,362.00	JIMENEZ, ENRIQUE SR	JA TIVY ADDN BLK 23 PT LOT 1
29990	$ 104,242.00	HOLSTER, ROSS S & BARBARA H	INSALL BLK 1 LOT 8 PT, 9, 10, 11

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
24203	$ 103,585.00	LONE STAR INVESTMENTS, LLC	CAGE BLK H LOT 12 PT, 13 PT ACRES 0.15
38489	$ 103,541.00	MAGUIRE, MARILYN G	JA TIVY ADDN BLK 16 LOT 3
38562	$ 103,133.00	VIGILL, JOSE LEONEL & VIGIL, CORALIA H &	JA TIVY ADDN BLK 28 LOT 1 PT, PT ALLEY ACRES .132
24127	$ 102,460.00	SMITH, CULLEN W	CAGE BLK E LOT 2 PT(NE 1/2) ACRES .318
38492	$ 102,220.00	DURHAM - HUNT, LTD	JA TIVY ADDN BLK 16 LOT 6
71041	$ 102,041.00	KEITH, RANDALL D	BROWN BLK 24 LOT 1-B (UNIT 1)
23799	$ 101,557.00	KURZ, KEVIN JAMES	BROWN BLK 4 LOT 24 & PT 23
38420	$ 101,498.00	WILLSON, GARY R	JA TIVY ADDN BLK 2 LOT 6
36449	$ 100,972.00	RC MC BRYDE OIL COMPANY	SCHREINER BLK 56 PT ACRES 1.0627
38478	$ 100,786.00	MOBLEY, ALLISON D TTEE	JA TIVY ADDN BLK 15 LOT 1 PT
36306	$ 100,112.00	MOSTY, HAROLD	SCHREINER BLK 35 LOT 214 & PT 215
36453	$ 99,682.00	BUTTERKRUST BAKERY, INC	SCHREINER BLK 56 PT
36330	$ 99,197.00	SHER, KAICHING K &	SCHREINER BLK 45 LOT 259
38596	$ 98,710.00	HERNANDEZ, ELIZABETH DE LA ROSA	JA TIVY ADDN BLK 31 LOT 4-5 PTS
36470	$ 98,445.00	ALVARADO, JESUS R	SCHREINER BLK 59 LOT 425, 426 PT
38462	$ 97,713.00	MARTIN, BOBBY L	JA TIVY ADDN BLK 13 LOT 1-2 PTS, 11 PT
38494	$ 97,531.00	RAMOS, JESS J	JA TIVY ADDN BLK 16 LOT 7 PT, 8 PT, 9 PT
36388	$ 97,500.00	FERRIS, R & D FAMILY LIMITED	SCHREINER BLK 50 LOT 319, 318 PT (E1/2)
36254	$ 96,644.00	SONS & VOELKEL	SCHREINER BLK 22 LOT 588 PT, 589 PT
38521	$ 95,274.00	ABERNETHY, MIKE	JA TIVY ADDN BLK 18 LOT 10
23820	$ 94,427.00	COMMISSION TO EVERY	BROWN BLK 6 LOT 51 PT, 52 PT, 59 PT, 60 PT
36379	$ 92,440.00	ITZ, JEREMY	SCHREINER BLK 48 LOT 351 PT, 352 PT ACRES .2227
38540	$ 92,007.00	ASHLEY, ERIC N & JACQUELINE	JA TIVY ADDN BLK 24 LOT 10 PT & 11 PT
24124	$ 91,698.00	BERNHARD, MILTON J & BETTY	CAGE BLK E LOT 1A
36392	$ 91,407.00	GARCIA, RUDY LYN	SCHREINER BLK 50 LOT 333 PT, 334 PT
24216	$ 91,375.00	PICKELL, STEVEN J	CAGE BLK I LOT 8 PT
36418	$ 90,276.00	BOWEN, R J LEASING, INC	SCHREINER BLK 53 LOT 397 & PT 398
38502	$ 90,110.00	RAMOS, JESS J REV LIV TR	JA TIVY ADDN BLK 17 LOT 3 & 4
36489	$ 89,686.00	512 MCFARLAND STREET	SCHREINER BLK 60 LOT 436 ACRES .1745
38445	$ 88,224.00	SCHUESSLER, HERBERT HUGH	JA TIVY ADDN BLK 9 LOT 1-2 PTS
38558	$ 88,122.00	MERRICK FAMILY TRUST	JA TIVY ADDN BLK 27 LOT 9-10 PTS
23829	$ 87,656.00	POLLARD, EDWARD R & SHARON Y TTEES	BROWN BLK 6 LOT 59 PT, 60 PT
38463	$ 87,400.00	PRUNEDA, HUMBERTO & DLORES G	JA TIVY ADDN BLK 13 LOT 1-2 PTS
23786	$ 86,950.00	SERIES 1 OF BIG MAIN ASSOCIATES, LLC	BROWN BLK 2 (SHAMROCK PARKING) LOT 144
36308	$ 86,551.00	SANCHEZ, MARY ANN	SCHREINER BLK 36 LOT 582
36243	$ 85,872.00	SLETTEN, MATTHEW R &	SCHREINER BLK 9 LOT 602 PT, 603 PT
36408	$ 84,983.00	POWELL, GEORGE CRAIG &	SCHREINER BLK 52 LOT 391, 392
23938	$ 83,592.00	HONEA, TED	BROWN BLK 26 LOT 6 PT ACRES 0.2424
46766	$ 83,587.00	GUERRERO, GUS CLEMENT JR	JA TIVY ADDN BLK 11 LOT 1 & 2 ACRES 1.062
532583	$ 83,334.00	BINDOCK, RAYMOND BRUCE TTEE	JA TIVY ADDN BLK 8 LOT 4, PT 5 ACRES 0.34
36394	$ 82,313.00	HEB GROCERY COMPANY, LP	SCHREINER BLK 50 LOT 334-336 PTS
38415	$ 82,134.00	J & K ADVENTURE	JA TIVY ADDN BLK 1 LOT 9-R (REPLAT) ACRES .32
36249	$ 81,375.00	KUYKENDALL, DAN &	SCHREINER BLK 10 LOT 4
38553	$ 81,291.00	MORRISON, DONALD L & LINDA L	JA TIVY ADDN BLK 27 LOT 1-2 PTS
36411	$ 81,193.00	CARDWELL, ERIC R	SCHREINER BLK 53 LOT 366, PT 367
38426	$ 80,826.00	DONAGHE, CAROLYN A	JA TIVY ADDN BLK 4 LOT 6 PT(1/2), 7 PT(1/2), 8, 9 ACRES 0.2296
23801	$ 80,383.00	TOMKIT, LTD	BROWN BLK 4 LOT 27 PT
38594	$ 79,350.00	HANCOCK, CAREY P	JA TIVY ADDN BLK 31 LOT 2
70021	$ 78,946.00	POST HOLE VENTURES, LLC	RIVER GUIDE VILLAGE BLK (10.28% COMMON) LOT G
70373	$ 78,829.00	WELDER, R H HEIRS, LTD	BROWN BLK 6 LOT PT 56 ACRES .039
36320	$ 78,611.00	AYALA, MIGUEL E & THERESA	SCHREINER BLK 37 LOT 574 PT
38573	$ 78,545.00	MILLER, JANE C & ROBERT B	JA TIVY ADDN BLK 29 LOT 2 PT, 1 PT
38458	$ 78,228.00	FRITZ FAMILY ENTERPRISES LTD	JA TIVY ADDN BLK 12 LOT 5-6 PTS
23798	$ 76,220.00	ESQUINA, LP	BROWN BLK 4 LOT 22, 23 PT ACRES .459
36311	$ 74,456.00	FAIRWAY RANCHES, LTD	SCHREINER BLK 36 LOT 586
24163	$ 73,636.00	MAHAN, JANE	CAGE BLK F LOT 27, 28 PT
36403	$ 73,190.00	FARHOUDI, VINNA CONLEE	SCHREINER BLK 52 LOT 374 PT
38482	$ 73,143.00	ABERNETHY, MIKE	JA TIVY ADDN BLK 15 LOT 4 PT (SW 135')
36272	$ 73,120.00	HERRING, JASON L ETAL	SCHREINER BLK 33 LOT 5
38453	$ 72,561.00	BAKER, JOHN R & MAUREEN M	JA TIVY ADDN BLK 12 LOT 1 PT & 2 PT (PLUS PT ABANDONED ALLEY)
38433	$ 72,533.00	WILLIS, KATHLEEN A	JA TIVY ADDN BLK 7 LOT 2 ACRES .2181

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
36312	$ 71,938.00	AGUIRRE, ELOISE R	SCHREINER BLK 36 LOT 587
36378	$ 71,329.00	ESPINOZA, JOSE LUIS	SCHREINER BLK 48 LOT 351-PT & 352-PT ACRES .2365
38585	$ 69,502.00	HOEGEMEYER, W H ETUX	JA TIVY ADDN BLK 30 LOT 5
38605	$ 68,488.00	FRITZ FAMILY ENTERPRISES LTD	JA TIVY ADDN BLK F PT ADJ TO BLK 32
36271	$ 68,419.00	HERRING, JASON L ETAL	SCHREINER BLK 33 LOT 4
38583	$ 67,259.00	STOREY, KIRK A	JA TIVY ADDN BLK 30 LOT 3
38582	$ 66,986.00	ALEMAN, CRUZ A JR & BRENDA R	JA TIVY ADDN BLK 30 LOT 2 ACRES .1607
23838	$ 65,932.00	SUTHERLIN, KEVIN	BROWN BLK 7 LOT 69 PT, 70 PT, 71 PT
38602	$ 65,409.00	LANDGREBE, D H ESTATE	JA TIVY ADDN BLK 32 LOT 1-2
38468	$ 65,036.00	KERR CRAFT DEVELOPMENT, LLC	JA TIVY ADDN BLK 13 LOT 7,8,9 & 10 PTS
38431	$ 64,988.00	BK INDEPENDENT PRODUCTION, LLC -	JA TIVY ADDN BLK 7 LOT 1 PT
71855	$ 63,969.00	CO-NEXUS COMMUNICATION	BROWN BLK 24 LOT 1-B (UNIT 2)
36356	$ 63,787.00	GRUDZINSKI, ALBERT LEROY TTEE	SCHREINER BLK 48 LOT 297 PT, 298 PT
38466	$ 63,314.00	STAMMBERGER, ERICE L &	JA TIVY ADDN BLK 13 LOT 7-10 PTS
38534	$ 62,239.00	METRAM, LLC	JA TIVY ADDN BLK 23 PT LOT 3
38495	$ 61,641.00	GARCIA, JUAN T & ESTHELA G	JA TIVY ADDN BLK 16 LOT 8 & 9 PTS
24208	$ 61,633.00	SALUBRIA - CLAY SERIES, LLC	CAGE BLK H LOT 17
38469	$ 60,977.00	STAMMBERGER, ERICE L &	JA TIVY ADDN BLK 13 LOT 11 & 12 PTS & 1/2 CLSD H ST
38506	$ 59,236.00	REITER RENTAL PROPERTIES, LLC	JA TIVY ADDN BLK 17 LOT 7 & 8 PTS
38496	$ 59,089.00	BK INDEPENDENT PRODUCTION, LLC - SERIES FOUR	JA TIVY ADDN BLK 16 LOT 10 PT
38542	$ 58,810.00	STEWART, JIM	JA TIVY ADDN BLK 24 LOT 13 PT & 14
38518	$ 58,678.00	GRAYSON, BILLIE J	JA TIVY ADDN BLK 18 LOT 5 PT & 6 PT
36309	$ 57,920.00	NUGENT FAMILY LIMITED PARTNERSHIP	SCHREINER BLK 36 LOT 583 & 584
38436	$ 57,764.00	TORRES, ANGELITA C	JA TIVY ADDN BLK 7 LOT 5 PT
36391	$ 57,000.00	SOUTHERN NEWSPAPERS, INC	SCHREINER BLK 50 LOT 332 PT, 333 PT
36488	$ 56,061.00	MORQUECHO, GREGORIA	SCHREINER BLK 60 LOT 435, PT 434
38479	$ 55,842.00	AGUERO, MANUEL & MARIA L	JA TIVY ADDN BLK 15 LOT 1 PT, 2 PT, 3 PT
36538	$ 55,173.00	ALCORTA, INDALESIO	SCHREINER HERZOG BLK 33 LOT 10 PT, 11, 12 PT
36442	$ 55,161.00	VALDERAZ, MARY HELEN	SCHREINER BLK 55 LOT 568 1/2
36487	$ 54,698.00	ALCORTA, PAUL A	SCHREINER BLK 60 LOT 433-434 PTS
38432	$ 54,084.00	BK INDEPENDENT PRODUCTION, LLC -	JA TIVY ADDN BLK 7 LOT 1 PT
36377	$ 53,692.00	GONZALES, LYDIA	SCHREINER BLK 48 LOT 350
38581	$ 53,510.00	MURRAY, JOHN	JA TIVY ADDN BLK 30 LOT 1
43439	$ 53,392.00	ESPINOZA, JOSE LUIS	SCHREINER BLK 48 LOT 351 PT, 352 PT ACRES .1148
531631	$ 52,584.00	KING, STEPHEN W	JA TIVY ADDN BLK 18 LOT 4, 3
38539	$ 52,013.00	ASHLEY, ERIC N & JACQUELINE	JA TIVY ADDN BLK 24 LOT 9 PT, 10 PT, 11 PT
36430	$ 51,557.00	LARA, DANIEL	SCHREINER BLK 54 LOT 358
38474	$ 51,430.00	JEREMY BARNES INTERESTS, LLC	JA TIVY ADDN BLK 14 LOT 7 PT & 8 PT
38509	$ 51,408.00	BK INDEPENDENT PRODUCTION, LLC - SERIES ONE	JA TIVY ADDN BLK 17 LOT 10
23839	$ 51,143.00	DOTY, BETH J	BROWN BLK 7 LOT 69 PT, 70 PT, 71 PT
38572	$ 50,736.00	HI-HO, INC	JA TIVY ADDN BLK 29 LOT 1 PT, 2 PT
528945	$ 50,008.00	KERRVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 12
36425	$ 49,410.00	CONSTANTE, JESSE L & RACHEAL A	SCHREINER BLK 54 LOT 353 PT, 354 PT ACRES .0842
36436	$ 48,369.00	SALAZAR, CELIA O	SCHREINER BLK 54 LOT 404
24206	$ 48,302.00	SANCHEZ, FLORIN B	CAGE BLK H LOT 15 PT
24221	$ 48,150.00	ESQUINA, LP	CAGE BLK I LOT 12 ACRES 0.3444
23854	$ 47,702.00	WINDSTREAM COMM KERRVILLE LP	BROWN BLK 7 LOT 92 PT
23925	$ 47,672.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 24 LOT 4
38490	$ 47,280.00	LEWIS, JAMIE B (SC)	JA TIVY ADDN BLK 16 LOT 4
24205	$ 46,640.00	RICO, MARIA FLORINDA	CAGE BLK H LOT 15 PT, 14 PT
36421	$ 45,782.00	GARZA, MARIA AYALA	SCHREINER BLK 53 LOT 400
38586	$ 45,702.00	ROJO, ISAIAS & ERIKA	JA TIVY ADDN BLK 30 LOT 6
36471	$ 45,148.00	AGUERO, MANUEL & MARIA L	SCHREINER BLK 59 LOT 426 PT & ALL 427
36429	$ 44,768.00	GONZALES, LYDIA	SCHREINER BLK 54 LOT 357
36460	$ 44,523.00	POLLARD, EDWARD R & SHARON Y TTEES	SCHREINER BLK 57 (REPLAT 57-A) LOT 3
36462	$ 44,268.00	FINE, HASKELL H ESTATE	SCHREINER BLK 58 LOT 1 PT ACRES 0.3388
36476	$ 43,320.00	RODRIGUEZ, LAWRENCE	SCHREINER BLK 59 LOT 431-432 PTS
36536	$ 43,189.00	DARNELL, LARRY	SCHREINER HERZOG BLK 33 LOT PT 6, 7
38524	$ 43,054.00	THOMAS, JAMES R	JA TIVY ADDN BLK 18 LOT 12 PT BACK
24224	$ 42,372.00	BE SQUARED REAL ESTATE, LLC	CAGE BLK J LOT 2 PT, 3 PT ACRES 0.303
36275	$ 42,115.00	HERRING FAMILY TRUST, THE	SCHREINER BLK 33 LOT 8 (PLUS 4-5 & PT 3, HERZOG)

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
36441	$ 41,990.00	CDC DEVELOPMENT INC	SCHREINER BLK 55 LOT 568
23916	$ 41,525.00	HERRING FAMILY TRUST, THE	BROWN BLK 23 LOT 3 PT
528934	$ 41,283.00	DOUVILLE, MARY SUE STOY	MAIN COMMERCIAL CONDOMINIUMS LOT 1
38435	$ 40,775.00	AYALA, FLORENCE	JA TIVY ADDN BLK 7 LOT 4
36454	$ 40,242.00	BROWN, LYDIA	SCHREINER BLK 57 PT ACRES 0.35
528947	$ 39,950.00	KERRVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 14
38416	$ 38,745.00	J & K ADVENTURE	JA TIVY ADDN BLK 1 LOT 11, 12 & 13
36455	$ 38,420.00	BROWN, LYDIA	SCHREINER BLK 57 PT LOT 1 (BROWN OIL CO) ACRES 0.441
38584	$ 37,910.00	TEAGUE, WILMA C	JA TIVY ADDN BLK 30 LOT 4
36358	$ 37,500.00	ITZ, JEREMY D	SCHREINER BLK 48 LOT 297 PT, 298 PT, 299 PT ACRES 0.1722
36273	$ 37,360.00	HERRING, JASON L ETAL	SCHREINER BLK 33 LOT 6
36419	$ 36,895.00	RODRIGUEZ, GUADALUPE GALVAN H	SCHREINER BLK 53 LOT 398 PT
23789	$ 36,590.00	S A & A P SERIES	BROWN BLK 3 LOT 1-A REPLAT
38535	$ 36,466.00	KURZ, JAMES M & DARLENE R	JA TIVY ADDN BLK 23 LOT 4 PT
36420	$ 36,407.00	RODRIGUEZ, GUADALUPE GALVAN H	SCHREINER BLK 53 LOT 399
23802	$ 36,400.00	TOMKIT, LTD	BROWN BLK 4 LOT 27 PT, 28 PT
36486	$ 36,215.00	PEREZ, RAMIRO	SCHREINER BLK 60 LOT 433 PT
36539	$ 35,993.00	PRICE, THOMAS S & ELIZABETH M	SCHREINER HERZOG BLK 33 LOT 12 PT, 13 PT
36439	$ 35,910.00	HUGHES, HAROLD E JR &	SCHREINER BLK 54 LOT 406 PT
23924	$ 35,759.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 24 LOT 3 PT
528938	$ 35,441.00	DOUVILLE, MARY SUE STOY	MAIN COMMERCIAL CONDOMINIUMS LOT 5
36472	$ 35,409.00	CASTILLO, FELIPE S	SCHREINER BLK 59 LOT 428
38510	$ 35,055.00	KING, STEPHEN W	JA TIVY ADDN BLK 17 LOT 11-12
36464	$ 35,000.00	FINE, HASKELL ESTATE	SCHREINER BLK 58 LOT 2 PT ACRES 0.2525
529099	$ 34,848.00	WALLACE, EDGAR A &	MAIN PLAZA ADDN LOT 4 (REPLAT) ACRES .16
529100	$ 34,848.00	WALLACE, EDGAR A &	MAIN PLAZA ADDN LOT 3 (REPLAT) ACRES .16
70023	$ 34,658.00	1001 WATER ST, LTD	RIVER GUIDE VILLAGE BLK (4.45% COMMON) LOT I
23939	$ 34,493.00	HONEA, TED	BROWN BLK 26 LOT 6 PT ACRES .1234
36304	$ 33,060.00	C K LEASING, LLC	SCHREINER BLK 35 LOT 212
61657	$ 32,984.00	J & K ADVENTURE	JA TIVY ADDN BLK 1 LOT 14-15-16 PTS ACRES .3
528937	$ 32,936.00	MCBAIN, MICHAEL & PATRICIA G	MAIN COMMERCIAL CONDOMINIUMS LOT 4
38597	$ 32,698.00	GARCIA, RUDY	JA TIVY ADDN BLK 31 LOT 4-6 PTS
528942	$ 32,618.00	KERRVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 9
36270	$ 32,486.00	HERRING FAMILY TRUST, THE	SCHREINER BLK 33 LOT 3
36427	$ 32,392.00	LEMOS, RAMON G JR	SCHREINER BLK 54 LOT 355 PT
24142	$ 32,100.00	GREEN, GEORGE ROBERT &	CAGE BLK E LOT 11 (SW PT), PTS 1A & 1B ACRES 0.35
36465	$ 32,100.00	FINE, HASKELL H ESTATE	SCHREINER BLK 58 LOT 2 PT (NW 51 FT) ACRES 0.2456
24243	$ 32,068.00	H E BUTT FOUNDATION	CAGE BLK K LOT 2 ACRES 0.2293
36426	$ 31,445.00	LEMOS, RAMON G JR	SCHREINER BLK 54 LOT 355 PT
36493	$ 31,104.00	DYSON, SHANE & CORRIE	SCHREINER BLK 60 LOT 439 ACRES 0.1785
36494	$ 31,104.00	FINE, HASKELL H ESTATE	SCHREINER BLK 60 LOT 440 ACRES 0.1785
64097	$ 31,102.00	SPAULDING, E CHARLENE	SCHREINER BLK 10 LOT 2
36424	$ 30,561.00	GUTIERREZ, ROBERT	SCHREINER BLK 54 LOT 353 PT, 354 PT ACRES 0.0609
36490	$ 30,400.00	FINE, HASKELL H ESTATE	SCHREINER BLK 60 LOT 437
528946	$ 30,362.00	KERRVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 13
36428	$ 30,053.00	PRICE, THOMAS S & ELIZABETH M	SCHREINER BLK 54 LOT 356 PT, 357 PT
38512	$ 29,899.00	LACKEY, WILLIAM H	JA TIVY ADDN BLK 18 LOT 2 PT ACRES .04
38485	$ 29,728.00	ARD, WALTER	JA TIVY ADDN BLK 15 LOT 7, 8
36402	$ 29,250.00	KELLER, BOBBY C &	SCHREINER BLK 52 LOT 373, PT 372, PT 374
36310	$ 28,960.00	NUGENT, JAMES E	SCHREINER BLK 36 LOT 585
38507	$ 28,834.00	ELIZARRARAS, JOSE L & ALMA	JA TIVY ADDN BLK 17 LOT 7 PT & 8 PT
70020	$ 27,386.00	KERRVILLE PROFESSIONAL PROPERTIES, LTD	RIVER GUIDE VILLAGE BLK (3.84% COMMON) LOT F
528944	$ 27,259.00	KERRVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 11
36365	$ 27,095.00	CC BUTT GROCERY COMPANY	SCHREINER BLK 48 LOT 301 PT, 302 PT
24246	$ 26,984.00	H E BUTT FOUNDATION	CAGE BLK K LOT 4 PT ACRES .1148
36319	$ 26,791.00	SANCHEZ, RICHARD A	SCHREINER BLK 37 LOT 574 PT, 575 PT
38417	$ 26,660.00	J & K ADVENTURE	JA TIVY ADDN BLK 1 LOT 14-15-16 PTS ACRES .182
36315	$ 26,152.00	NAPPER, TERRY R	SCHREINER BLK 37 LOT 574 PT
23844	$ 25,065.00	CLACK, STEVEN L	BROWN BLK 7 LOT 71 PT
528943	$ 25,018.00	KERRVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 10
36400	$ 22,800.00	KELLER, BOBBY C	SCHREINER BLK 52 LOT 371

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
36431	$ 22,650.00	HEB GROCERY COMPANY, LP	SCHREINER BLK 54 LOT 359
528935	$ 21,498.00	MCBAIN, MICHAEL & PATRICIA G	MAIN COMMERCIAL CONDOMINIUMS LOT 2
36248	$ 21,000.00	KUYKENDALL, DAN &	SCHREINER BLK 10 LOT 3
36463	$ 20,832.00	FINE, HASKELL H ESTATE	SCHREINER BLK 58 LOT 1 PT ACRES 0.1594
36335	$ 20,563.00	DAVIS, CHARLES H & RANDALL K	SCHREINER BLK 45 LOT 279 NW/2 PT
528936	$ 19,589.00	MCBAIN, MICHAEL & PATRICIA G	MAIN COMMERCIAL CONDOMINIUMS LOT 3
36492	$ 19,584.00	CASON, ROBERT ALLEN	SCHREINER BLK 60 LOT 438 PT ACRES 0.1124
36401	$ 19,152.00	KELLER, BOBBY C &	SCHREINER BLK 52 LOT 372 PT
36416	$ 17,606.00	GUERRERO, PEDRO JR	SCHREINER BLK 53 LOT 395 PT ACRES .1347
36433	$ 17,550.00	HEB GROCERY COMPANY, LP	SCHREINER BLK 54 LOT 360 PT
38486	$ 17,528.00	ARD, WALTER	JA TIVY ADDN BLK 15 LOT 9
38491	$ 17,528.00	HCE MANAGEMENT, LLC	JA TIVY ADDN BLK 16 LOT 5
36414	$ 17,289.00	A & D PROPERTIES #2	SCHREINER BLK 53 LOT 393 PT, 394 PT
36438	$ 17,100.00	HUGHES, HAROLD & BRENDA	SCHREINER BLK 54 LOT 406 PT
528939	$ 16,808.00	MECHLER, DONALD JOSEPH &	MAIN COMMERCIAL CONDOMINIUMS LOT 6
36415	$ 16,800.00	GOVEA, JESSE & SONIA	SCHREINER BLK 53 LOT 394 PT, 395 PT
36474	$ 16,350.00	FINE, STEPHEN P & DAVID H FINE	SCHREINER BLK 59 LOT 431 PT
36475	$ 16,350.00	FINE, STEPHEN P & DAVID H FINE	SCHREINER BLK 59 LOT 432 PT
24245	$ 16,050.00	H E BUTT FOUNDATION	CAGE BLK K LOT 4 PT ACRES 0.1148
38593	$ 15,498.00	HANCOCK, CAREY P	JA TIVY ADDN BLK 31 LOT 1(+10 FT OF F ST)
528940	$ 15,449.00	MECHLER, DONALD JOSEPH &	MAIN COMMERCIAL CONDOMINIUMS LOT 7
520573	$ 15,200.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 24 (RIVER WALK) LOT PTS 2-3 ACRES .0872
528941	$ 14,983.00	MECHLER, JOYCE DIANE &	MAIN COMMERCIAL CONDOMINIUMS LOT 8
38513	$ 14,465.00	LACKEY, WILLIAM H	JA TIVY ADDN BLK 18 LOT 2 PT ACRES .18
36413	$ 13,500.00	NAPPER, CLAY WYCHE	SCHREINER BLK 53 LOT 393 PT, 394 PT, 395 PT
38595	$ 12,915.00	HANCOCK, CAREY P	JA TIVY ADDN BLK 31 LOT 3
36359	$ 12,500.00	HILL COUNTRY BILLBOARD LEASING	SCHREINER BLK 48 LOT 299 PT
38603	$ 12,500.00	FRITZ FAMILY ENTERPRISES LTD	JA TIVY ADDN BLK 32 LOT 3
36302	$ 12,000.00	C K LEASING, LLC	SCHREINER BLK 35 LOT 208 & 209
36407	$ 11,787.00	POWELL, GEORGE CRAIG &	SCHREINER BLK 52 LOT 390 PT ACRES .0902
36491	$ 11,520.00	ZUBER, RUSTIN	SCHREINER BLK 60 LOT 438 PT ACRES 0.0661
36274	$ 11,280.00	HERRING FAMILY TRUST, THE	SCHREINER BLK 33 LOT 7
36432	$ 10,950.00	HEB GROCERY COMPANY, LP	SCHREINER BLK 54 LOT 360 PT
533431	$ 10,491.00	BOERNER, ROBERT W	JA TIVY ADDN BLK 14 LOT 4 PT ACRES .0348
69683	$ 9,627.00	KTC VILLAGE LTD	TOWN CREEK VILLAGE LOT 3 ACRES 1.3
36423	$ 8,658.00	MOSS, LESLYE AMICK	SCHREINER BLK 54 LOT 353 PT, 354 PT ACRES 0.0663
520055	$ 8,120.00	ARCADIA THEATRE, LLC	BROWN BLK 24 (RIVER WALK) LOT 5 PT
36422	$ 6,786.00	MOSS, LESLYE AMICK	SCHREINER BLK 54 LOT 353 PT, 354 PT ACRES 0.0519
36305	$ 6,000.00	MOSTY, HAROLD	SCHREINER BLK 35 LOT 213
36276	$ 6,000.00	HERRING FAMILY TRUST, THE	SCHREINER BLK 33 LOT 9
38483	$ 5,996.00	ABERNETHY, MIKE	JA TIVY ADDN BLK 15 LOT 4 PT (NE 65')
38529	$ 5,000.00	KERRVILLE APOSTOLIC CHURCH, INC	JA TIVY ADDN BLK 20 ALL
36317	$ 4,313.00	VILLARREAL, DANIEL	SCHREINER BLK 37 LOT 574 PT, 575 PT
38497	$ 2,768.00	BK INDEPENDENT PRODUCTION, LLC - SERIES FOUR	JA TIVY ADDN BLK 16 LOT 10 PT
529287	$ 2,091.00	UNKNOWN	SCHREINER BLK 53 LOT 393 PT, 394 PT ACRES 0.016
520014	$ 720.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 24 (RIVER WALK) LOT 3 PT
14713	$ 82.00	LCRA TRANSMISSION SRVS CORP	ABS A0182 HAYS, SUR 117,BLOCK (NW OF MCBRIDE PROP),ACRES .0137
38481	$ -	WATSON, FREDDIE R	JA TIVY ADDN BLK 15 LOT 3 PT ACRES .1607
38545	$ -	THOMPSON, JOHN E & MARILYN	JA TIVY ADDN BLK 25 LOT 1 & 2
532984	$ -	RIVERSIDE NATURE CENTER	LOWRY BLK 1 LOT 1 PT ACRES 0.39
23803	$ -	KERR COUNTY CHRISTIAN ACTION COUNCIL	BROWN BLK 4 LOT 28 PT
23822	$ -	KERRVILLE ISD	BROWN BLK 6 (KISD TAX OFFICE) LOT 52
23860	$ -	SCHREINER BUILDINGS, A SERIES	BROWN BLK 8 LOT 101-104,106,112-114(PTS OF ALL EXEMPT)
23867	$ -	ST PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT C, D, E, F, G, H, J PT
23869	$ -	ST PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT L, M
23871	$ -	ST PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT O, P
23879	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 2
23880	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 3
23882	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 5
23885	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 8
23887	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 19 LOT 77, 78, 79, 80, 81, 82, 83, 84

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
23888	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 19 LOT 85 PT, 86 PT
23890	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 19 LOT 87, 88
23892	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 19 LOT X, Y
24225	$ -	H E BUTT FOUNDATION	CAGE BLK J LOT 3 PT, 4 PT ACRES .312
36299	$ -	RIVERSIDE NATURE CENTER	SCHREINER BLK 34 LOT 204 PT, 205 PT
36307	$ -	CITY OF KERRVILLE	SCHREINER BLK 35 LOT 215 PT, 216
36313	$ -	CITY OF KERRVILLE	SCHREINER BLK 36 LOT 588
36412	$ -	KERRVILLE BOARD OF REALTORS	SCHREINER BLK 53 LOT 368
38454	$ -	CITY PARK	JA TIVY ADDN BLK 12 LOT 1-2-3 PTS
38505	$ -	KERR COUNTY CHRISTIAN ACTION COUNCIL	JA TIVY ADDN BLK 17 LOT 7 PT & 8 PT
47473	$ -	CITY OF KERRVILLE	BROWN BLK 1 (RADIATION THERAPY UNIT) LOT 118-130 PTS
14696	$ -	CITY OF KERRVILLE	ABS A0182 HAYS, SUR 117,BLOCK (ADJACENT T/BLK 64),ACRES 9.24
23774	$ -	CITY OF KERRVILLE	BROWN BLK 1 LOT 118-130 PTS
23777	$ -	CITY OF KERRVILLE	BROWN BLK 1 LOT 123-124 PTS
23796	$ -	CITY OF KERRVILLE	BROWN BLK 4 (POLICE STATION) LOT 17, 18, 19, 20 ACRES .9912
23808	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 35 PT(REAR)
23809	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 36
23810	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 37, 38
23811	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 39 PT, 40 PT(SE)
23812	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 40 PT
23813	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 (ALLEY ADJ TO LTS) LOT 35-38 & 39-42 ACRES .0801
23815	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 41
23816	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 42
23817	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 43, 44, 45, 46, 47, 48
23818	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 49 PT, 50 PT
23819	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 49 PT, 50 PT
23821	$ -	AMERICAN NATIONAL RED CROSS	BROWN BLK 6 (EXEMPT 5.17.95) LOT 51 PT, 52 PT
23861	$ -	KERR ARTS & CULTURAL CENTER INC	BROWN BLK 8 (US POST OFFICE) LOT 101 PT, 102 PT, 103 PT, 104 PT
23862	$ -	CAILLOUX FOUNDATION PROPERTIES, LLC	BROWN BLK I & 8 LOT PTS LTS ACRES 2.2538
23868	$ -	ST PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT K, J PT
23870	$ -	ST PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT N
23872	$ -	ST PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT R & S PTS
23878	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 1
23883	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 6 ACRES .48
23884	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 7
23886	$ -	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT B, C, R
23889	$ -	NOTRE DAME CHURCH & SCHOOL	BROWN BLK 19 LOT 85 PT, 86 PT, 87 PT
23913	$ -	CITY OF KERRVILLE	BROWN BLK 22A PT LOT 2 ACRES 1.32
23926	$ -	CITY OF KERRVILLE	BROWN BLK 24 LOT 5 PT
24242	$ -	H E BUTT FOUNDATION	CAGE BLK K LOT 1
36300	$ -	RIVERSIDE NATURE CENTER	SCHREINER BLK 35 LOT 206
36301	$ -	RIVERSIDE NATURE CENTER	SCHREINER BLK 35 LOT 207
36395	$ -	SALVATION ARMY	SCHREINER BLK 51 LOT 377, 378
36398	$ -	SALVATION ARMY	SCHREINER BLK 51 LOT 383, 384 & PT 382 ACRES .3696
38488	$ -	SID PETERSON MEMORIAL HOSPITAL	JA TIVY ADDN BLK 16 LOT 1, 2
38525	$ -	KERR COUNTY VINCENTIAN	JA TIVY ADDN BLK 19 (ST VINCENT DE PAUL SOCIETY) LOT 1-4
38526	$ -	SID PETERSON MEMORIAL HOSPITAL	JA TIVY ADDN BLK 19 LOT 5-6 & PTS 7-7 1/2
38536	$ -	K'STAR, INC	JA TIVY ADDN BLK 24 (SUNSHINE DAY CARE) LOT 1,2,3,4,5,6 PT + .027 AC OF CLOSED GILMER ST/ABST1
38548	$ -	NON-PROFIT CAMPUS, A SERIES OF	JA TIVY ADDN BLK 26 LOT 1-A (REPLAT)
38556	$ -	ST PETERS EPISCOPAL CHURCH	JA TIVY ADDN BLK 27 LOT 9 PT & 10 PT
38560	$ -	K-STAR, INC	JA TIVY ADDN BLK 27 LOT 13 & 14
38598	$ -	DELAROSA, ALEX, PABLO CASTILLO	JA TIVY ADDN BLK 31 LOT 5-6 PTS (IGLESIA DE CRISTO/LATIN AM CHURCH)
47472	$ -	CITY OF KERRVILLE	BROWN BLK 1 (CARDIAC THERAPY UNIT-IMP ONLY) LOT 118-130 PTS
47910	$ -	RAPHAEL COMMUNITY FREE	JA TIVY ADDN BLK 10 LOT 6-10
60188	$ -	CITY OF KERRVILLE	BROWN BLK 24 LOT PT 1 ACRES .01
60284	$ -	CITY OF KERRVILLE	BROWN BLK 26 LOT (PT RIVER WALK TRAIL) ACRES 0.9
62435	$ -	PETERSON FOUNDATION, HAL &	SCHREINER BLK 43 LOT PTS 325-326 ACRES .63
520082	$ -	CITY OF KERRVILLE	BROWN BLK 24 & 25 (RIVER WALK) LOT 1,2,4, & 6 PTS (OUT 3.0 AC TR I) ACRES .8826
520126	$ -	FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 39 PT, 40 PT ACRES .16
531724	$ -	FIRST ASSEMBLY OF GOD CHURCH	CAILLOUX CENTER ADDN BLK 1 LOT 1 ACRES 0.59
531725	$ -	PLAYHOUSE 2000, INC	CAILLOUX CENTER ADDN BLK 1 LOT 2 ACRES 0.97

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL_DESC
531726	$ -	PLAYHOUSE 2000, INC	CAILLOUX CENTER ADDN BLK 1 LOT 3 ACRES 0.32
531727	$ -	CITY OF KERRVILLE	CAILLOUX CENTER ADDN BLK 1 LOT 4 ACRES 2.83
531808	$ -	UNITY CHURCH OF THE HILL COUNTRY	UNITY CHURCH OF THE HILL COUNTRY BLK 1 LOT 1 ACRES 1.25
533469	$ -	CITY OF KERRVILLE	BROWN BLK 8 LOT 97-R (REPLAT) (CITY HALL BLDG) ACRES .77
534018	$ -	CITY OF KERRVILLE	BUTT-HOLDSWORTH MEMORIAL LIBRARY BLK 1 LOT 1 ACRES 3.009
534098	$ -	CITY OF KERRVILLE	BROWN BLK I & 8 LOT PTS LTS ACRES 0.0562
23919	$ -	CAILLOUX FOUNDATION PROPERTIES, LLC	BROWN BLK 23 PT LOT 3 PT (AKA B C PARSONS HS) ACRES .0516
23920	$ -	CAILLOUX FOUNDATION PROPERTIES, LLC	BROWN, BLOCK 23 (KERRVILLE TOWN HOUSE), LOT 3 PT, ACRES 1.067 (PORTION EXEMPT)
24244	$ -	H E BUTT FOUNDATION	CAGE BLK K LOT 3 ACRES .2296
24247	$ -	H E BUTT FOUNDATION	CAGE BLK K LOT 5 & PT 6 ACRES 0.2304
24248	$ -	H E BUTT FOUNDATION	CAGE BLK K LOT 6 PT ACRES 0.2718
24249	$ -	H E BUTT FOUNDATION	CAGE BLK K (HALLMARK I APTS) LOT 7 ACRES 0.43
36296	$ -	RIVERSIDE NATURE CENTER	SCHREINER BLK 34 LOT 1
36297	$ -	RIVERSIDE NATURE CENTER	SCHREINER BLK 35 LOT 201, 202, 203
36298	$ -	RIVERSIDE NATURE CENTER	SCHREINER BLK 35 LOT 204 PT, 205 PT
36451	$ -	ALAMO AREA COUNCIL OF GOVERNMENTS	SCHREINER BLK 56 PT ACRES 1.2515
36456	$ -	CITY OF KERRVILLE	SCHREINER BLK 57 (REPLAT) LOT 1 PT ACRES .56
36457	$ -	KERR COUNTY	SCHREINER BLK 57 PT LOT (COUNTY RECYCLING YARD)
36537	$ -	ALCORTA, INDALESIO (LIFE ESTATE)	SCHREINER HERZOG BLK 33 LOT 8, 9, 10 PT
38418	$ -	CITY OF KERRVILLE	JA TIVY ADDN BLK 2 LOT 1
38419	$ -	CITY OF KERRVILLE	JA TIVY ADDN BLK 2 LOT 2, 3, 4 & 5
38421	$ -	CITY OF KERRVILLE	JA TIVY ADDN BLK 2 LOT 7 (FIRE DEPT #1)
38423	$ -	CITY OF KERRVILLE	JA TIVY ADDN BLK 2 LOT 10 (FIRE DEPT/ADMIN BLDG)
38564	$ -	SUNRISE BAPTIST CHURCH, INC	JA TIVY ADDN BLK 28 LOT 3
38565	$ -	SUNRISE BAPTIST CHURCH, INC	JA TIVY ADDN BLK 28 LOT 4-5-6 (+ 1/2 ADJ ALLEY)

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

SUBJECT: Ordinance 2018-31 amending the FY2018 budget

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/2/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: Ordinance 2018-31
Attachment A – Budget Amendment Detail

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?		Yes: ☐	No: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

Consistent with prior years, the Finance department brings forward a budget amendment just after the close of the fiscal year for several routine or housekeeping items. FY2018's year-end budget amendment includes the following items:

1. Per previous discussion with City Council, the transfer of $900,000 in excess General Fund balance based on final FY2017 audited financial statements. The transfer will be distributed as follows:
    a. $550,000 to the General Asset Replacement fund to fund future asset replacements
    b. $200,000 to the Golf Fund to eliminate the Golf Fund negative cash balance position
    c. $150,000 to General Capital Projects to fund the Public Safety Complex study
2. Additional revenue and expenditure of $28,303.82 in the Grant Fund related to a rifle resistant body armor grant. This was a Department of Justice grant to the State of Texas administered through the Office of the Governor.
3. Additional revenue and expenditures of $54,064.11 in the General Fund to account for reimbursement received for hurricane and severe weather deployment ($37,594.88 from Southwest Texas Regional Advisory Council for Trauma, $4,002.04 from Texas Department of Emergency Management), a grant from the EMS Trauma Care System ($12,392.00), plus miscellaneous donations ($75.19). This revenue was used to fund the following expenditures: updated Knox Box

system, a storage building, unexpected generator repairs, medical equipment, EMS training and overtime.

4. A transfer of $5,128.28 to close the Main Street Fund into the General Fund as of the end of the fiscal year. The Holiday Parade that was previously accounted for in the Main Street Fund will be accounted for in the General Fund going forward.
5. Additional expenditures $26,913.00 for allowable HVAC, electrical and lighting repairs at the Cailloux Theater.
6. Additional $4,000,000 in FY2018 expenditures in the Water and Sewer Capital Projects Fund related to a timing difference with the reuse pond project. The overall project budget for this multi-year project has not changed, but the timing of the expenditures between FY2017 and FY2018 shifted so that more expenditures occurred in FY2018 and less in FY2017 than originally planned. The project is expected to finish at least $1.2 million under budget. The remaining funds will be allocated to the oxidation ditch rehabilitation and plant clarifier rehabilitation projects.
7. Additional $61,161.92 in expenditures in the Insurance Reserve Fund related to a timing difference. Insurance settlements were received in a prior year, but repairs were made in FY2018 at the golf course and Police Department building.
8. Additional expenditures of $32,885.93 in the Municipal Court Special Revenue Fund to account for the purchase of an automated kiosk at Municipal Court. This fund contains revenues from Municipal Court fines that can only be used to purchase technology equipment benefitting Municipal Court. A portion of the multi-year accumulated revenue was used to purchase an automated kiosk that meets the requirements of the technology restrictions.
9. A transfer of $414,621.98 from the Water and Sewer Debt Service Fund to the Water and Sewer Fund to account for the change in debt service requirements during the year related to the December 2017 General Obligation Refunding Bond issuance.
10. A transfer of $53,817.28 from the Insurance Reserve Fund to the Asset Replacement Funds to account for insurance proceeds received for totaled vehicles. Replacement vehicles were purchased in the Asset Replacement Funds.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-31 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-31

AN ORDINANCE AMENDING THE BUDGET FOR FISCAL YEAR 2018 TO AUTHORIZE THE TRANSFER OF FUNDS BETWEEN DIFFERENT FUNDS TO ACCOUNT FOR A GENERAL FUND BALANCE; AND TO MAKE OTHER AMENDMENTS AS PROVIDED HEREIN

WHEREAS, Ordinance No. 2017-17, as approved upon second reading on September 28, 2017, adopted the Fiscal Year 2018 Budget for the City of Kerrville, Texas; and

WHEREAS, the City Council finds that amending the City's Fiscal Year 2018 Budget is in the best interest of the citizens of the City of Kerrville;

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

In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2018 is amended as set forth in **Attachment A.**

PASSED AND APPROVED ON FIRST READING, this the _____ day of _____, 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:

_____
Cheryl Brown, Interim City Secretary

Attachment A
City of Kerrville
FY2018 Year End Budget Amendment

	Fund	Account #	Account Name	Debit	Credit
1.	General Fund	01-0100-9018	Transfer Out - Gen Asset Replacement	550,000.00	
	General Asset Replacement	18-7001	Transfer In - General Fund		550,000.00
	General Fund	01-0100-9014	Transfer Out - Golf	200,000.00	
	Golf Fund	14-7001	Transfer In - General Fund		200,000.00
	General Fund	01-0100-9070	Transfer Out - Gen Capital Projects	150,000.00	
	General Capital Projects	70-7001	Transfer In - General Fund		150,000.00

Note:
Per previous discussion with City Council, this amendment authorizes the transfer of $900,000 in excess fund balance based on final FY2017 audited financial statements to fund the following:

1. Future asset replacement purchases. These purchases will be approved as part of the annual budget process and any individual purchase > $50,000 will be approved by Council.
2. The $200,000 transfer to Golf will eliminate the Golf Fund's negative cash balance position.
3. The $150,000 transfer to General Capital Projects will be used to fund the Public Safety Complex study.

2.	Grant Fund	85-6713	Police - Grants/Donation	28,303.82	
	Grant Fund	85-8513-1100	Tools and Equipment		28,303.82

Note:
This amendment records the receipt and related expenditure in the Grant Fund for a rifle resistant body armor grant. This was a Department of Justice grant to the State of Texas administered through the Office of the Governor.

Attachment A
City of Kerrville
FY2018 Year End Budget Amendment

	Fund	Account #	Account Name	Debit	Credit
3.	General Fund	01-0121-2040	Building Maintenance (storage, generator)	13,479.34	
	General Fund	01-0130-1100	Tools & Equipment (EMS)	6,265.19	
	General Fund	01-0126-1100	Tools & Equipment (Knox)	8,365.00	
	General Fund	01-0130-0201	Training (EMS)	6,876.23	
	General Fund	01-0121-0001	Overtime (Fire)	19,078.35	
	General Fund	01-6721	Fire - Grants/Donations		37,670.07
	General Fund	01-6730	EMS - Grants/Donations		16,394.04

Note:
This amendment records revenue for reimbursement received for hurricane and severe weather deployment ($37,594.88 from Southwest Texas Regional Advisory Council for Trauma, $4,002.04 from Texas Department of Emergency Management), a grant from the EMS Trauma Care System ($12,392.00), plus miscellaneous donations ($75.19). This revenue was used to fund the following expenditures: updated Knox Box system, a storage building, unexpected generator repairs, medical equipment, EMS training and overtime.

4.	Main St. Fund	94-9400-9001	Transfer Out - General Fund	5,128.28	
	General Fund	01-7094	Transfer In - Main St		5,128.28

Note:
The Main St. Fund was closed into the General Fund as of the end of the fiscal year. The Holiday Parade previously accounted for in the Main St. Fund will be accounted for in the General Fund going forward.

5.	Cailloux Theater Endowment	84-8400-2040	Building Maintenance	26,913.00	

Note:
This amendment covers allowable HVAC, electrical and lighting repairs at the Cailloux Theater.

Attachment A
City of Kerrville
FY2018 Year End Budget Amendment

	Fund	Account #	Account Name	Debit	Credit
6.	Water & Sewer Capital Projects	71-7100-5600	Water Reclamation System	4,000,000.00	

Note:
This is a timing difference related to the reuse pond project. The overall project budget for this multi-year project has not changed, but the timing of expenditures between FY2017 and FY2018 shifted so that more expenditures occurred in FY2018 and less in FY2017 than originally planned. The project is expected to finish at least $1.2 million under budget. The remaining funds will be allocated to the oxidation ditch rehabilitation and plant clarifier rehabilitation projects.

7.	Insurance Reserve Fund	90-9000-2000	Building & Structure Maintenance	61,161.92	

Note:
This relates to a timing difference. Insurance settlements were received in a prior year, but repairs were made in FY2018 at the golf course and Police Department building.

8.	Municipal Court Special Revenue Fund	22-2201-5320	Technology Equipment	29,068.77	
	Municipal Court Special Revenue Fund	22-2201-2300	Software Maintenance Agreements	3,817.16	

Note:
This restricted fund receives revenues from court fines that must be used to purchase technology equipment benefitting Municipal Court. A portion of the multi-year accumulated revenue was used to purchase an automated kiosk that meets the requirements of the technology restrictions.

9.	Water & Sewer Debt Service	53-5300-9002	Transfer to Water & Sewer Fund	414,621.98	
	Water & Sewer Fund	02-7053	Transfer from Water & Sewer Debt Service		414,621.98

Note:
This adjustment accounts for the change in debt service required during the year due to the December 2017 General Obligation Refunding Bond issuance.

Attachment A
City of Kerrville
FY2018 Year End Budget Amendment

	Fund	Account #	Account Name	Debit	Credit
10.	Insurance Reserve Fund	90-9000-9018	Transfer Out - Gen Asset Replacement	34,168.37	
	Gen Asset Replacement	18-7090	Transfer In - Insurance Reserve		34,168.37
	Insurance Reserve Fund	90-9000-9019	Transfer Out - WS Asset Replacement	19,648.91	
	Water/Sewer Asset Replacement	19-7090	Transfer In - Insurance Reserve		19,648.91

Note:
This transfer moves insurance proceeds for totaled vehicles to the asset replacement funds that purchased the replacement vehicles.

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

SUBJECT: Ordinance 2018-29 authorizing the City Manager to execute a Special Warranty Deed for an approximate 0.078 acre tract of land out of the B.F. Cage Survey No. 116, Abstract No. 106, within the City of Kerrville, Kerr County, Texas; said property consists of part of the City Hall Site, located at 701 Main Street (SH27); authorizing the City Manager to take other reasonable and necessary action, if any, to convey the property, repealing all conflicting Ordinance, providing for severability and declaring an effective date.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/4/2018

SUBMITTED BY: E.A. Hoppe
Deputy City Manager

EXHIBITS: Ordinance No. 2018-29

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes: ☐	No: ☒
Key Priority Area		
Guiding Principle		
Action Item		

SUMMARY STATEMENT:

The City of Kerrville ("City") currently owns the property located at 701 Main Street, which is used as the site for City Hall (the "Property"). The general area owned by the City where City Hall facility is located was donated to the City in 2011. At that time, the exact footprint of the City Hall building and subsequent egress and ingress needs were not yet identified. Consequently, the City is currently undergoing the process of replatting the Property pursuant to the City's Subdivision Code, and as part of the platting process, the City determined there are several pieces of property that should be exchanged between the City and the adjacent property owner ("Owner") as a way of improving the use and functionality of both the City's Property and the Owner's property. A tract making up a part of the Property consists of an 0.078 acre tract ("Tract") which does not have any improvements upon it, and the City believes that the Owner would be a more appropriate owner of the Tract, particularly in exchange for the areas of property that will provide better egress and ingress to the City Hall building.

In December 2011, the Owner deeded the Property, which included the Tract, to the City as a gift for use as a City Hall. Chapters 253 and 272 of the Texas Local Government Code (the "Code") govern the process that a city must use with respect to the conveyance of property, and Section 253.001 of the Code gives a city the authority to convey land that it owns as a site for its city hall, and subsection (c) of Section 253.001 of the Code requires City Council to adopt an ordinance directing the City Manager to execute the conveyance.

RECOMMENDED ACTION:

Adopt Ordinance 2018-29 on first reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-29

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A SPECIAL WARRANTY DEED FOR AN APPROXIMATE 0.078 ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS; SAID PROPERTY CONSISTS OF PART OF THE CITY HALL SITE, LOCATED AT 701 MAIN STREET (SH 27); AUTHORIZING THE CITY MANAGER TO TAKE OTHER REASONABLE AND NECESSARY ACTION TO CONVEY THE PROPERTY, INCLUDING THE AUTHORITY TO EXECUTE A RELEASE AND TERMINATION AGREEMENT CONCERNING SAID PROPERTY; MAKING SUCH AUTHORITY CONTINGENT UPON THE CONVEYANCE OF PROPERTIES TO THE CITY AND THE CITY'S ACCEPTANCE THEREOF; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND DECLARING AN EFFECTIVE DATE

WHEREAS, the City of Kerrville ("City") currently owns the property located at 701 Main Street, which is used as the site for City Hall (the "Property"); and

WHEREAS, the City is currently undergoing the process of replatting the Property pursuant to the City's Subdivision Code; and

WHEREAS, as part of the platting process, the City has determined there are several pieces of property that should be exchanged between the City and the adjacent property owner ("Owner") as a way of improving the use and functionality of both the City's Property and the Owner's property; and

WHEREAS, as part of this "clean up" effort, Owner will convey several small pieces of property to the City as a way of clarifying and ensuring the City's and public's access to the Property, its driveway, and parking area, as well as connecting the Property to the stairs leading to the Clock Tower; and

WHEREAS, a tract making up a part of the Property consists of an 0.078 acre tract ("Tract"), which does not have any improvements upon it; and

WHEREAS, the City believes that the Tract is neither a functional nor a necessary part of the Property and the City's operation of its City Hall and that the Owner would be a more appropriate owner of the Tract; and

WHEREAS, in December 2011, the Owner deeded the Property, which included the Tract, to the City as a gift for use as a City Hall; and

WHEREAS, Chapters 253 and 272 of the Texas Local Government Code (the "Code") govern the process that a city must use with respect to the conveyance of property; and

WHEREAS, Section 253.001 of the Code gives a city the authority to sell and convey land that it owns as a site for its city hall; and

WHEREAS, subsection (c) of Section 253.001 of the Code requires City Council to adopt an ordinance directing the City Manager to execute the conveyance; and

WHEREAS, Section 272.001 of the Code authorizes a city to convey property without notice or a bid for specific types properties; and

WHEREAS, the City finds that the Tract is a narrow strip of land, or land that because of its shape, lack of access to public roads, or small area cannot be independently used under the City's current zoning or other development ordinances; and

WHEREAS, subsection (b) of Section 272.001 of the Code also authorizes a city to convey such property for less than fair market value where the conveyance or exchange is with an abutting property owner, such as the Owner; and

WHEREAS, pursuant to the original gift of the Property to the City, Owner's pending conveyance of other properties to the City as specified above, and the Owner's use and operation of its property, including the Tract, in ways that will continue to benefit the public, the City finds that the City is receiving sufficient and appropriate value in return for its conveyance of the Tract to Owner; and

WHEREAS, the City Council finds that it is in the public interest to authorize the City Manager to execute a special warranty deed for the Property and to take other reasonable and necessary action to convey the Property;

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

SECTION ONE. City Council hereby adopts the findings specified above.

SECTION TWO. The City Manager is authorized to execute the *Special Warranty Deed*, as attached as **Exhibit A**, for the tract of land containing approximately .078 acre out of the B.F. Cage Survey No. 116, Abstract No. 106, within

the City of Kerrville, Kerr County, Texas, and more commonly known as City Hall, located at 701 Main Street (SH 27). Such authority is contingent upon the City receiving and approving special warranty deeds for the properties described and depicted in the attachments found at **Exhibits B**, including improvements located thereon.

SECTION THREE. The City Manager may take any other reasonable and necessary action to execute the conveyance of the Property, to include executing a Release and Termination Agreement regarding the Property, said agreement found at **Exhibit C**.

SECTION FOUR. All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION FIVE. If any provision of the Ordinance, or the application thereof to any person or circumstances, shall be held invalid or unconstitutional by a Court of competent jurisdiction, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION SIX. The provisions of this Ordinance are effective upon final passage and approval by City Council.

PASSED AND APPROVED ON FIRST READING, this the ____ day of _____, 2018.

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

_____
Bill Blackburn, Mayor

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

ATTEST:

_____
Cheryl Brown, Interim City Secretary

T:\Legal\City Property\City Hall Campus\Deed for City Hall\Ord authorizing conveyance_platting_100118.docx

Exhibit A
Special Warranty Deed

"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."

SPECIAL WARRANTY DEED

Date: _____, 2018

Grantor: CITY OF KERRVILLE, a Texas home-rule municipal corporation

Grantor's Mailing Address: City Hall 701 Main Street, Kerrville, Kerr County, Texas 78028

Grantee: CAILLOUX FOUNDATION PROPERTIES, LLC, a Texas limited liability company

Grantee's Mailing Address: P.O. Box 291276, Kerrville, Texas 78029-1276

Consideration: Ten Dollars and other good and valuable consideration.

Property: All that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, more particularly described and depicted in **Exhibit A**, attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty: Property is sold AS IS and WITH ALL FAULTS INCLUDING HIDDEN OR LATENT DEFECTS. No warranty is extended nor intended other than the Special Warranty of title.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD the Property, subject as aforesaid, unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to and subject to the Exceptions to Conveyance and Warranty.

By acceptance of this Deed, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE PROPERTY; AND GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE

PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY LAWS, RULES, REGULATIONS, AND ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT BY ACCEPTANCE OF THIS DEED, GRANTEE IS NOT RELYING ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TRANSFER OF THE PROPERTY IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS.

When the context requires, singular nouns and pronouns include the plural.

CITY OF KERRVILLE, TEXAS,
GRANTOR

By:_____
Mark L. McDaniel, City Manager

ATTEST:

_____
Cheryl Brown, Interim City Secretary

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on _____, 2018, by MARK L. McDANIEL, City Manager of the CITY OF KERRVILLE, TEXAS, a Texas home-rule municipal corporation, on behalf of said municipality.

_____
Notary Public, State of Texas

MDS

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

FIELD NOTES FOR A 0.078 OF ONE ACRE TRACT

BEING A 0.078 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, BEING A PORTION OF A CALLED 0.66 OF ONE ACRE TRACT, RECORDED IN DOCUMENT NO. 11-7828, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, ALSO BEING A PORTION OF LOT 97-R, BLOCK 8, J.D. BROWN'S ADDITION, RECORDED IN DOCUMENT NO. 12-5698, PLAT RECORDS OF KERR COUNTY, TEXAS. SAID 0.078 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar found at the south corner of the called 0.66 of one-acre tract, the south corner of Lot 97-R, Block 8, J.D. Brown's Addition, the south corner of the herein described tract, said point also being an interior corner of the remaining portion of a called 2.31-acre tract recorded in Volume 1828, Page 87, Official Public Records of Kerr County, Texas;

(1) **Thence, N 45° 01' 29" W,** with the southwest boundary line of the called 0.66 of one-acre tract, a southwest boundary line of Lot 97-R, Block 8, the southwest boundary line of the herein described tract, the northeast boundary line of the remaining portion of the called 2.31-acre tract, **a distance of 28.96'** to a ½" rebar with "MDS" cap set for corner;

(2) **Thence,** departing the southwest boundary line of the called 0.66 of one-acre tract, a southwest boundary line of Lot 97-R, Block 8, the northeast boundary line of the remaining portion of the called 2.31-acre tract, severing the called 0.66 of one acre tract, and Lot 97-R, Block 8, the following 7 (seven) courses and distances:

a. **N 44° 53' 42" E, 95.31'** to an interior corner of a concrete sidewalk for corner;

b. **S 45° 44' 12" E, 16.59'** to a ½" rebar with "MDS" cap set for corner;

c. **N 44° 15' 48" E, 22.21'** to a ½" rebar with "MDS" cap set for corner;

d. **N 45° 44' 12" W, 16.49'** to an interior corner of a concrete sidewalk for corner;

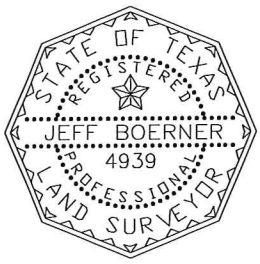
e. **N 44° 14' 34" E, 15.95'** to an interior corner of a concrete sidewalk for corner;

f. **S 46° 34' 33" E, 12.55'** to an interior angle of a concrete sidewalk for corner;

g. **S 00° 07' 08" W, 24.17'** to a ½" rebar with "MDS" cap set for corner in the southeast boundary line of the called 0.66 of one-acre tract, a southeast boundary line of Lot 97-R, Block 8, the northwest boundary line of the remaining portion of the called 2.31-acre tract,

(3) **Thence, S 45° 02' 06" W,** with the southeast boundary line of the called 0.66 of one-acre tract, a southeast boundary line of Lot 97-R, Block 8, the southeast boundary line of the herein described tract, the northwest boundary line of the remaining portion of the called 2.31-acre tract, **a distance of 116.67'** to the **PLACE OF BEGINNING** and containing **0.078 of one acre** of land, more or less.

Note: This description is based on an on the ground survey performed in June of 2018. The basis of bearings was derived from the Texas State Plane Coordinate System, South Central Zone.

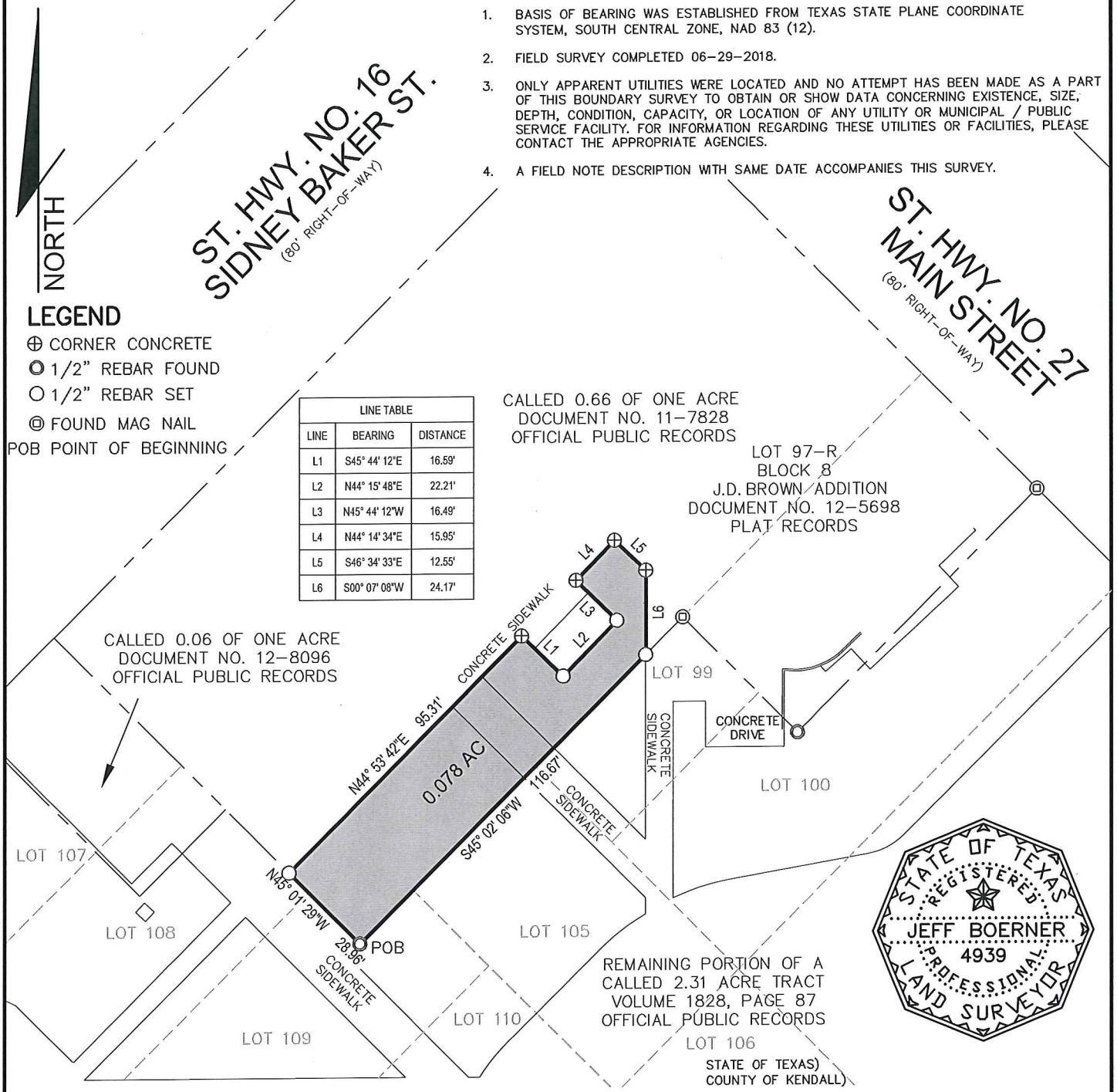


Jeff Boerner RPLS # 4939
Date: 06-29-2018 Job 18-150-01
0.078 ac.

SCALE: 1" = 40'

NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (12).
2. FIELD SURVEY COMPLETED 06-29-2018.
3. ONLY APPARENT UTILITIES WERE LOCATED AND NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
4. A FIELD NOTE DESCRIPTION WITH SAME DATE ACCOMPANIES THIS SURVEY.



LEGEND

- ⊕ CORNER CONCRETE
- ◎ 1/2" REBAR FOUND
- ○ 1/2" REBAR SET
- ◎ FOUND MAG NAIL

POB POINT OF BEGINNING

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45° 44' 12"E	16.59'
L2	N44° 15' 48"E	22.21'
L3	N45° 44' 12"W	16.49'
L4	N44° 14' 34"E	15.95'
L5	S46° 34' 33"E	12.55'
L6	S00° 07' 08"W	24.17'

STATE OF TEXAS
REGISTERED
JEFF BOERNER
4939
PROFESSIONAL
LAND SURVEYOR

PLAT SHOWING: A 0.078 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, BEING A PORTION OF A CALLED 0.66 OF ONE ACRE TRACT, RECORDED IN DOCUMENT NO. 11-7828, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, ALSO BEING A PORTION OF LOT 97-R, BLOCK 8, J.D. BROWN'S ADDITION, RECORDED IN DOCUMENT NO. 12-5698, PLAT RECORDS OF KERR COUNTY, TEXAS.

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
EMAIL: mdsinc@gvtc.com

STATE OF TEXAS)
COUNTY OF KENDALL)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION. THIS 2nd DAY OF JULY, 2018, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR

4939
TEXAS REGISTRATION NO.

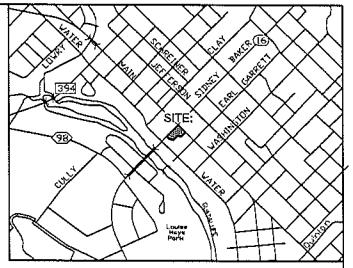
JOB #: 18-150-01

Exhibit B
Property Descriptions

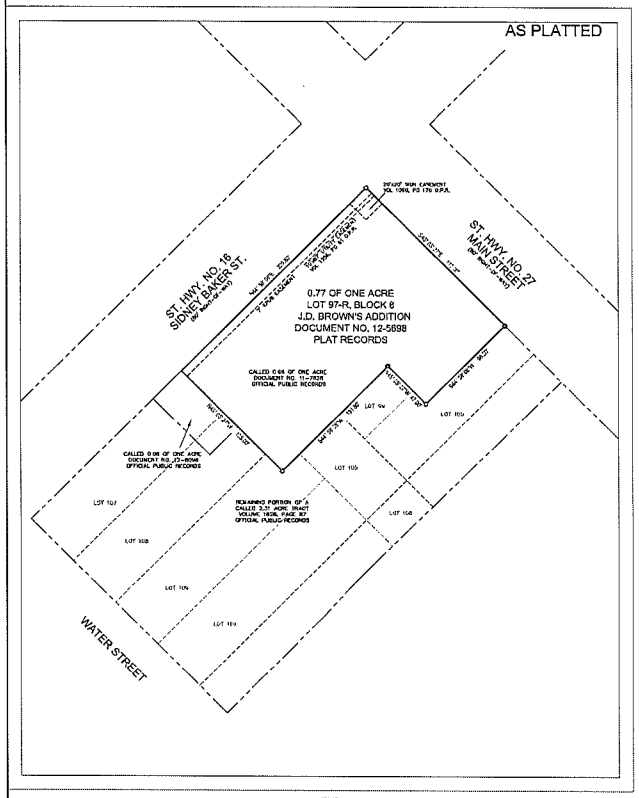
NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (12).
2. FIELD SURVEY COMPLETED 07-20-2018.

AMENDING PLAT OF:
ALL OF LOT 97-R, AND PARTS OF LOTS
99, 100, 107, AND 108,
BLOCK 8
J.D. BROWN'S ADDITION



LOCATION MAP:

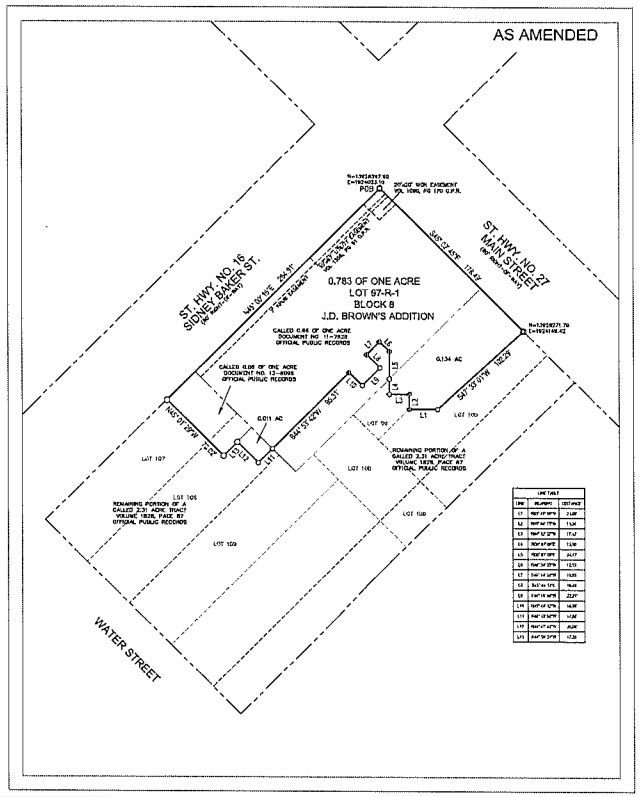


SCALE: 1" = 50'

NORTH

LEGEND
- O 1/2" REBAR FOUND
- O 1/2" REBAR SET WITH "MDS" CAP
- ⊙ MAG NAIL
- ⊕ CORNER CONCRETE

POB POINT OF BEGINNING
KPUB KERRVILLE PUBLIC UTILITY BOARD
OPR OFFICIAL PUBLIC RECORDS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N48°20'W 10'00"	13.00'
L2	N41°39'E 7'00"	11.50'
L3	N48°20'W 12'00"	17.42'
L4	N41°39'E 6'00"	13.50'
L5	N48°20'W 6'00"	24.17'
L6	N41°39'E 2'00"	13.50'
L7	S48°20'E 6'00"	15.00'
L8	S41°39'E 2'00"	16.50'
L9	S48°20'E 6'00"	22.67'
L10	N41°39'E 6'00"	16.50'
L11	N48°20'W 12'00"	17.42'
L12	N41°39'E 6'00"	16.50'
L13	S48°20'E 6'00"	17.25'

I HEREBY CERTIFY THAT THE STREETS, UTILITIES AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER ACCORDING TO THE CITY OF KERRVILLE STANDARD SPECIFICATIONS IN THE SUBDIVISION TITLED LOT 97-R-1, J.D. BROWN'S ADDITION.

DATE _____ KYLE BURCHAM
CITY ENGINEER, CITY OF KERRVILLE

I HEREBY CERTIFY THAT THIS REPLAT OF PART OF BLOCK 8, J.D. BROWN'S ADDITION MEETS WITH APPROVAL OF KERRVILLE PUBLIC UTILITY BOARD RECORDING UTILITIES.

DATE _____ K.P.U.B.

STATE OF TEXAS }{
COUNTY OF KERR }{

THAT THE CITY OF KERRVILLE CERTIFIES THAT IT IS THE OWNER OF THE LAND SHOWN AND PLATTED HEREON FOR SUBDIVISION, AND IT HEREBY ADOPTS THIS PLAT OF SUBDIVISION, ESTABLISHES THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATES ALL EASEMENTS FOR PURPOSES NOTED.

_____ _____
CITY OF KERRVILLE, OWNER DATE
BY: MARK McDANIEL, CITY MANAGER

STATE OF TEXAS }{
COUNTY OF KERR }{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LLOYD J. WILLIAMS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

_____
NOTARY PUBLIC
KERR COUNTY, TEXAS

IN ACCORDANCE WITH ARTICLE 10-IV-2 OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, AND IN CONSIDERATION OF THE APPROVAL OF THE FINAL PLAT, FOR LOT 97-R-1, BLOCK 8, J.D. BROWN'S ADDITION TO THE CITY OF KERRVILLE, HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, OCCASIONED BY THE ESTABLISHMENT OR GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF EXISTING STREETS, AND ALLEYS TO CONFORM TO THE GRADES ESTABLISHED IN THE J.D. BROWN'S ADDITION.

_____ _____
CITY OF KERRVILLE, OWNER DATE
BY: MARK McDANIEL, CITY MANAGER

I HEREBY CERTIFY THIS SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF KERRVILLE, TEXAS, WITH THE EXCEPTION OF SUCH WAIVERS OR VARIANCES IF ANY, AS ARE NOTED IN THE MINUTES OF THE CITY PLANNING AND ZONING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE KERR COUNTY CLERK.

DATED THIS _____ DAY OF _____.

_____
CHAIRMAN, CITY OF KERRVILLE PLANNING AND ZONING

STATE OF TEXAS }{
COUNTY OF KERR }{

I DO HEREBY CERTIFY,

THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE PROPERTY DESCRIBED AND PLATTED HEREON, AS DETERMINED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION;

THIS LOT IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN, ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48265C0470 F, DATED MARCH 3, 2011, FOR KERR COUNTY, TEXAS.

_____
DATE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4939

STATE OF TEXAS
JEFF BOERNER
4939
REGISTERED
PROFESSIONAL
LAND SURVEYOR

AMENDING PLAT OF:
ALL OF LOT 97-R, AND PARTS OF
LOTS 99, 100, 107, AND 108, BLOCK 8
J.D. BROWN'S ADDITION
INTO
LOT 97-R-1, BLOCK 8
J.D. BROWN'S ADDITION

APPROVED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, ON THE ____ DAY OF _____, ____ A.D.

BY ORDER NO. _____ OF SAID COURT.

FILED FOR RECORD ON THE ____ DAY OF _____, 2019 A.D., AT _____ O'CLOCK ___ M.

RECORDED ON THE ____ DAY OF _____, 2019 A.D., AT _____ O'CLOCK ___ M.

IN DOCUMENT NO. _____ OF THE OFFICIAL
PUBLIC RECORDS OF KERR COUNTY, TEXAS.

_____
REBECCA DUBIN
COUNTY CLERK OF KERR COUNTY, TEXAS

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

MDS

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

FIELD NOTES FOR A 0.011 OF ONE ACRE TRACT

BEING A 0.011 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 2.31 ACRE TRACT, RECORDED IN VOLUME 1828, PAGE 87, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS. SAID 0.011 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" rebar with "MDS" cap set in the northeast boundary line of a remaining portion of the called 2.31 acre tract, the southwest boundary line of a called 0.66 of one-acre tract, recorded in Document No. 11-7828, Official Public Records of Kerr County, Texas, a southwest boundary line of Lot 97-R, Block 8, J.D. Brown's Addition, recorded in Document No. 12-5698, Plat Records of Kerr County, Texas, said point bears **N 45° 01' 29" W, a distance of 28.96'** from a ½" rebar found at a south corner of Lot 97-R, Block 8, the south corner of the called 0.66 of one acre tract, an interior corner of the remaining portion of the called 2.31 acre tract;

(1) **Thence,** severing the remaining portion of the called 2.31-acre tract, the following 2 (two) courses and distances:

a. **S 44° 53' 54" W, 17.84'** to a concrete corner for corner;

b. **N 44° 47' 44" W, 26.06'** to a ½" rebar with "MDS" cap set for corner in the southeast boundary line of a called 0.06 of one-acre tract, recorded in Document No. 12-8096, Official Public Records of Kerr County, Texas;

(2) **Thence, N 44° 58' 31" E,** with the southeast boundary line of the called 0.06 of one-acre tract, the northwest boundary line of the remaining portion of the called 2.31-acre tract, the northwest boundary line of the herein described tract, **a distance of 17.74'** to a ½" rebar with "MDS" cap set for corner in the southwest boundary line of the called 0.66 of one-acre tract, a southwest boundary line of Lot 97-R, Block 8;

(3) **Thence, S 45° 01' 29" E,** with a northeast boundary line of the remaining portion of the called 2.31-acre tract, the southwest boundary line of the called 0.66 of one-acre tract, a southwest boundary line of Lot 97-R, Block 8, **a distance of 26.04'** to the **PLACE OF BEGINNING** and containing **0.011 of one acre** of land, more or less.

Note: This description is based on an on the ground survey performed in June of 2018. The basis of bearings was derived from the Texas State Plane Coordinate System, South Central Zone.

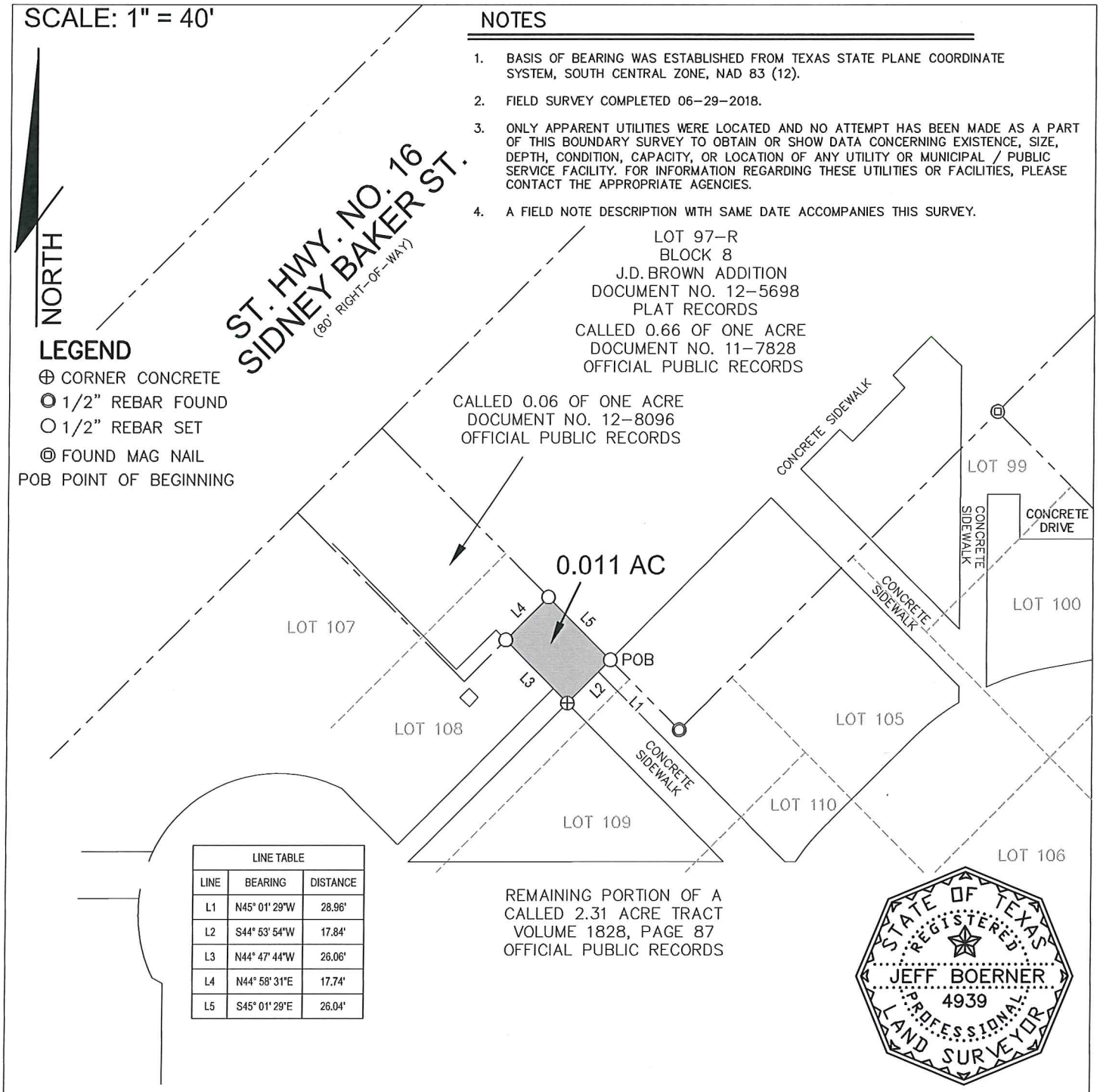
STATE OF TEXAS
REGISTERED
JEFF BOERNER
4939
PROFESSIONAL
LAND SURVEYOR

Jeff Boerner RPLS # 4939
Date: 06-29-2018 Job 18-150-02
0.011 ac.

SCALE: 1" = 40'

NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (12).
2. FIELD SURVEY COMPLETED 06-29-2018.
3. ONLY APPARENT UTILITIES WERE LOCATED AND NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
4. A FIELD NOTE DESCRIPTION WITH SAME DATE ACCOMPANIES THIS SURVEY.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N45° 01' 29"W	28.96'
L2	S44° 53' 54"W	17.84'
L3	N44° 47' 44"W	26.06'
L4	N44° 58' 31"E	17.74'
L5	S45° 01' 29"E	26.04'

STATE OF TEXAS REGISTERED JEFF BOERNER 4939 PROFESSIONAL LAND SURVEYOR

PLAT SHOWING: A 0.011 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 2.31 ACRE TRACT, RECORDED IN VOLUME 1828, PAGE 87, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
EMAIL: mdsinc@gvtc.com

STATE OF TEXAS)
COUNTY OF KENDALL)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION. THIS 2nd DAY OF JULY, 2018, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR

4939
TEXAS REGISTRATION NO.

JOB #: 18-150-02

MDS

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

FIELD NOTES FOR A 0.134 OF ONE ACRE TRACT

BEING A 0.134 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 2.31 ACRE TRACT, RECORDED IN VOLUME 1828, PAGE 87, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND BEING A PORTION OF LOT 97-R, BLOCK 8, J.D. BROWN'S ADDITION, RECORDED IN DOCUMENT NO. 12-5698, PLAT RECORDS OF KERR COUNTY, TEXAS. SAID 0.134 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Mag nail found at the north corner of the remaining portion of the called 2.31 acre tract, said point being the east corner of a called 0.66 of one-acre tract, recorded in Document No. 11-7828, Official Public Records of Kerr County, Texas, said point also being in the northeast boundary line of Lot 97-R, Block 8, the southwest right-of-way line of State Highway No. 27 (Main Street, 80' right-of-way), said point also bears **S 45° 02' 45" E, a distance of 125.12'** from a ½" rebar found at the intersection of the southwest right-of-way line of State Highway No. 27, with the southeast right-of-way line of State highway No. 16 (Sidney Baker Street, 80' right-of-way);

(1) **Thence, S 45° 02' 45" E,** with the northeast boundary line of the remaining portion of the called 2.31-acre tract, the northeast boundary line of the herein described tract, the southwest right-of-way line of State Highway No. 27, **a distance of 53.37'** to a Mag nail set for corner;

(2) **Thence,** departing the southwest right-of-way line of State Highway No. 27, the northeast boundary line of the remaining portion of the called 2.31-acre tract, severing the remaining portion of the called 2.31-acre tract, the following 5 (five) courses and distances:

a. **S 47° 33' 01" W, 102.29'** to a ½" rebar with "MDS" cap set for corner;

b. **N 89° 47' 16" W, 25.06'** to corner concrete for corner;

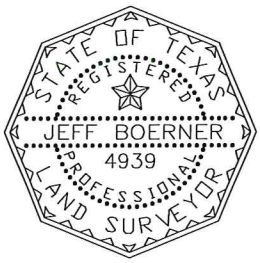
c. **N 00° 04' 13" W, 13.04'** to corner concrete for interior corner;

d. **N 89° 52' 52" W, 17.42'** to a ½" rebar with "MDS" cap set for corner;

e. **N 00° 07' 08" E, 13.50'** to a ½" rebar with "MDS" cap set for angle in the southeast boundary line of the called 0.66 of one-acre tract, the southeast boundary line of Lot 97-R, Block 8, the northwest boundary line of the remaining portion of the called 2.31-acre tract;

(3) **Thence, N 45° 02' 06" E,** with a northwest boundary line of the remaining portion of the called 2.31-acre tract, the southeast boundary line of the called 0.66 of one-acre tract, the northwest boundary line of the herein described tract, at a distance of **15.13'** pass a Mag nail found for a point on line, a total distance of **113.32'** to the **PLACE OF BEGINNING** and containing **0.134 of one acre** of land, more or less.

Note: This description is based on an on the ground survey performed in June of 2018. The basis of bearings was derived from the Texas State Plane Coordinate System, South Central Zone.



Jeff Boerner RPLS # 4939
Date: 06-29-2018 Job 18-150-05
0.134 ac.

SCALE: 1" = 40'

NORTH

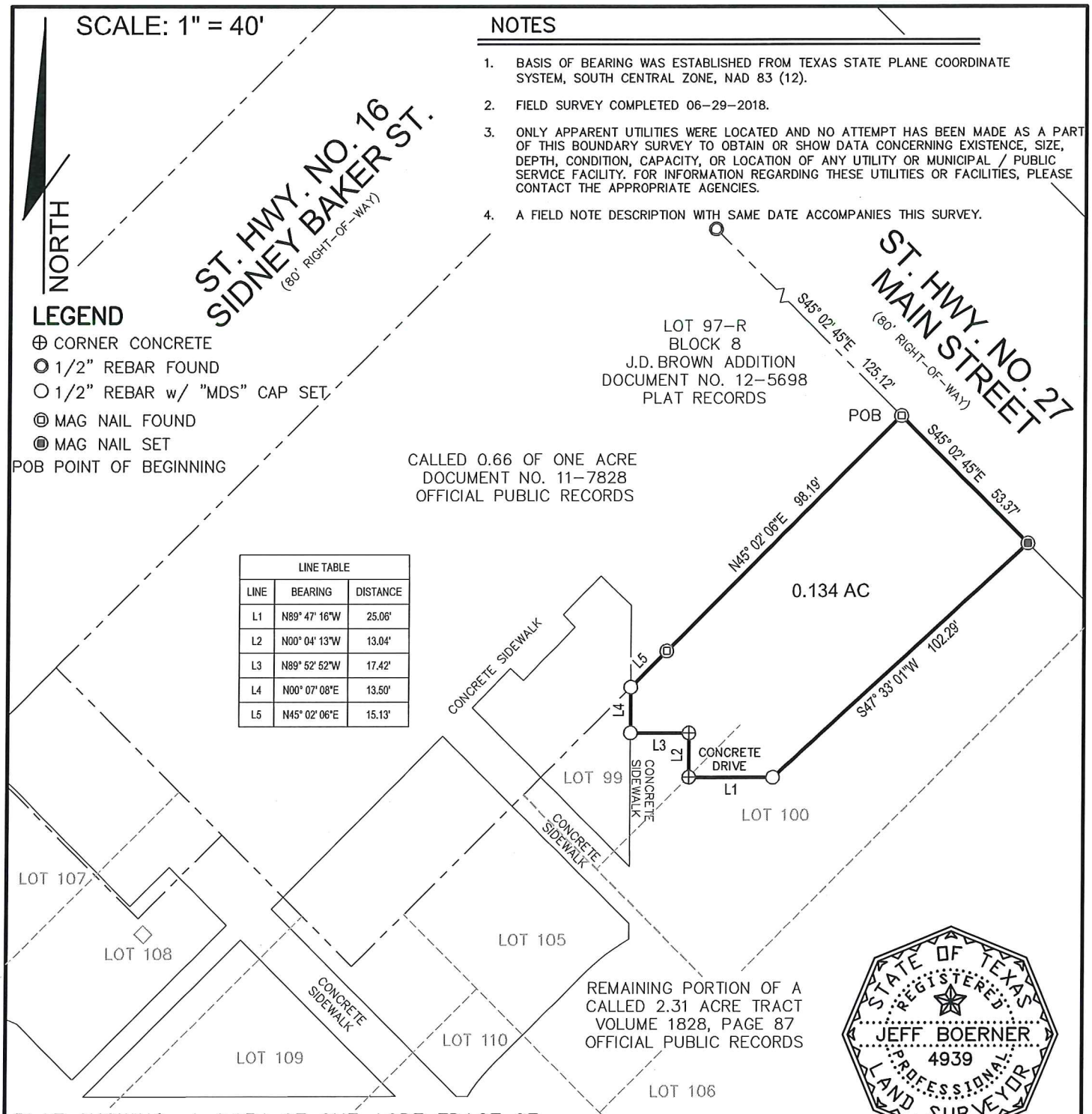
NOTES

1. BASIS OF BEARING WAS ESTABLISHED FROM TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (12).
2. FIELD SURVEY COMPLETED 06-29-2018.
3. ONLY APPARENT UTILITIES WERE LOCATED AND NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.
4. A FIELD NOTE DESCRIPTION WITH SAME DATE ACCOMPANIES THIS SURVEY.

LEGEND

- ⊕ CORNER CONCRETE
- ◎ 1/2" REBAR FOUND
- ○ 1/2" REBAR w/ "MDS" CAP SET
- ◎ MAG NAIL FOUND
- ◉ MAG NAIL SET

POB POINT OF BEGINNING



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 47' 16"W	25.06'
L2	N00° 04' 13"W	13.04'
L3	N89° 52' 52"W	17.42'
L4	N00° 07' 08"E	13.50'
L5	N45° 02' 06"E	15.13'

STATE OF TEXAS REGISTERED JEFF BOERNER 4939 PROFESSIONAL LAND SURVEYOR

PLAT SHOWING: A 0.134 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 2.31 ACRE TRACT, RECORDED IN VOLUME 1828, PAGE 87, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
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STATE OF TEXAS)
COUNTY OF KENDALL)

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION. THIS 2nd DAY OF JULY, 2018, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR

4939
TEXAS REGISTRATION NO.

JOB #: 18-150-04

Exhibit C
Release and Termination Agreement

RELEASE AND TERMINATION AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

The undersigned, being the owners and parties ("Owners") to the conveyance and provisions regarding that property ("Property") more particularly described in and made the subject of the Special Warranty Deed ("Deed"), dated December 23, 2011, and recorded under clerk file number 11-07828, Real Property Records, Kerr County, Texas, desire to release and irrevocably relinquish the Restrictions and Fee Simple Determinable Condition set forth in the Deed as to the portion of the Property described in Exhibit "A", attached hereto and made a part hereof for all purposes ("Release Tract") which is being conveyed concurrently to City of Kerrville ("Restrictions and Condition").

NOW, THEREFORE, Owners, in consideration of the premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, and as an inducement to the parties to enter into the referenced conveyance and related conveyances by and between the parties being entered into concurrently in order to set forth the area occupied and used by City of Kerrville for its City Hall, which was the intention and agreement between the Owners at the time of the original conveyance and subsequent owners and purchasers of the Release Tract who are and will rely upon this RELEASE AND TERMINATION, have this day and do by these presents IRREVOCABLY RELEASE, TERMINATE, ABOLISH, and RELINQUISH the Restrictions and Condition as to the Release Tract, so that by this RELEASE and TERMINATION the Release Tract shall cease to be burdened by the Restrictions and Condition; provided that the Owners and parties hereto confirm and agree that this RELEASE AND TERMINATION shall be limited to the Release Tract and shall not release or modify the Restrictions and Condition as to the Property other than the Release Tract and that the other tracts being conveyed to the City of Kerrville concurrently by Deed containing the Restrictions and Condition shall be and remain encumbered by the Restrictions and Condition, which shall encumber and shall be enforceable as to all of the Property and such other tracts being conveyed concurrently, except only the Release Tract.

IN WITNESS WHEREOF, this RELEASE has been duly executed on this _____ day of _____, 2018.

City of Kerrville, TX

By: _____
Mark L. McDaniel, City Manager

Cailloux Foundation Properties, LLC, a Texas limited liability company

By:_____

_____

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this _____ day of _____, 2018 by Mark L. McDaniel, City Manager of City of Kerrville, on behalf of City of Kerrville.

_____
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on this _____ day of _____, 2018 by _____, _____ of Cailloux Foundation Properties, LLC, on behalf of Cailloux Foundation Properties, LLC.

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

SUBJECT: Ordinance 2018-22 amending in part Ordinance No. 99-18, as amended by adopting revised rate schedules for residential services, miscellaneous service charges, miscellaneous service charges, distributed generation rider, power cost adjustment factor rider, outdoor area lighting, and a new community solar lmi household rider; containing a cumulative clause; and establishing an effective date.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/2/2018

SUBMITTED BY: Amy Dozier, CFO

EXHIBITS: Ordinance 2018-22
Rate Design Study
Cost of Service Study
Proposed Fee Schedule
Economic Development Rate
KPUB Fee Resolution
KPUB Rate Increase Presentation

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?		Yes: ☐	No: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

In 2018, KPUB contracted with Utility Financial Solutions (USF) to perform a rate study, including a cost of service study and rate design reports. The final reports were presented to the KPUB board on 8/28/18 along with recommendations on rate and fee changes. Based on the study, KPUB is proposing a 2.2% average increase across all customer classes. The proposed increase for residential rates is 2.6%.

The KPUB Board passed Resolution No. 18-12 adopting the proposed rate changes on 8/28/18. The next step in the rate setting process is for the Kerrville City Council to adopt an ordinance approving KPUB's proposed rate changes.

The rate study and proposal are attached.

The ordinance passed 5-0 on first reading on September 25, 2018.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-22 on second reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-22

AN ORDINANCE AMENDING IN PART ORDINANCE NO. 99-18, AS AMENDED, BY ADOPTING REVISED RATE SCHEDULES FOR RESIDENTIAL SERVICES, MISCELLANEOUS SERVICES CHARGES, DISTRIBUTED GENERATION RIDER, POWER COST ADJUSTMENT FACTOR RIDER, OUTDOOR AREA LIGHTING, AND A NEW COMMUNITY SOLAR LMI HOUSEHOLD RIDER; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Kerrville, Texas, owns an electric system and manages and operates its system through its duly appointed board of trustees, the Kerrville Public Utility Board ("KPUB"), a body created pursuant to Texas law (Tex. Rev. Civ. Stat. Ann. art 1115, as amended) and Resolution No. 87-106; and

WHEREAS, KPUB, pursuant to the authority granted under Resolution No. 87-106, recently reviewed the current schedule of rates and charges for electric service and determined that various rates and charges should be adjusted to reflect current conditions and to maintain its service and bond obligations; and

WHEREAS, prior to making its recommendations, KPUB considered the report on the electric revenue requirements, cost of service, and rate design prepared by the independent consulting firm of Utility Financial Solutions ("UFS"), which was previously retained by KPUB to perform a Cost of Services Study; and

WHEREAS, City Council finds that the current schedule of electric rates and charges should be adjusted as recommended by UFS and KPUB to provide for the continued preservation of the public health, safety, and welfare of the people through the provision of energy services to the community;

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

SECTION ONE. Ordinance No. 99-18, as amended, and as it applies to various rates and charges applicable to electric service provided by the electric system owned by the City of Kerrville and managed and operated on the City's behalf by the Kerrville Public Utility Board is amended as follows:

The revised Residential Rate Tariff, Residential Service Rate Schedule–RS, including the appropriate Miscellaneous Service Charges Rate Schedule–MSC, Distributed Generation Rider DG, Power Cost Adjustment Factor Rider PCAF, and Outdoor Area Lighting Rate Schedule-OAL, attached to this Ordinance as **Exhibit A** and incorporated herein by reference, are hereby adopted and are applicable to all residential customers of the City's

to all residential customers of the City's electric system managed and controlled by the Kerrville Public Utility Board, effective November 1, 2018.

B. The new Community Solar LMI Household Rider–CSLMIH, attached to this Ordinance as **Exhibit B** and incorporated herein by reference, is hereby adopted and is applicable to all residential customers of the City's electric system managed and controlled by the Kerrville Public Utility Board, effective October 10, 2018.

SECTION TWO. Except as specifically amended by Section One above as to rates and charges, Ordinance No. 99-18, as amended, remains in full force and effect.

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

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

SECTION FIVE. This Ordinance shall become effective from and after the date of final passage on second reading.

PASSED AND APPROVED ON FIRST READING, this the 25th day of September, 2018.

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

_____
Bill Blackburn, Mayor

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

ATTEST:

_____
Cheryl Brown, Interim City Clerk

T:\LEGAL\KPUB\ORD\RATE ADJUSTMENT_091718.DOCX

RESIDENTIAL SERVICE
RATE SCHEDULE - RS

APPLICATION
Applicable throughout the service area for all electric service supplied at one point of delivery and measured through one meter required exclusively for domestic purposes by individual (single family) private residents, individually metered apartment units and farm homes.

Not applicable to businesses, licensed boarding or rooming houses, camps, fraternity or sorority houses advertised as such, educational institutions, churches or facilities, or apartment houses, whose units are not individually metered, including the common facility requirements of residence also used for business purposes, evidenced by any form of advertising, including separate white page telephone listing, which will be served under the appropriate commercial service rate schedule. Not applicable to shared, standby, or resale service.

CHARACTER OF SERVICE
Service under this rate schedule shall be alternating current, 60 Hertz, single phase, at the customer's option of standard available voltages. KPUB may, at its option, provide three-phase service when individual motors rated at 7.5 horsepower or larger are connected.

MONTHLY RATE

CHARGE		*AMOUNT*
CUSTOMER CHARGE: Meter, Meter Reading, and Billing Charge		$10.25
DISTRIBUTION	All kWh	$0.01930 per kWh
POWER SUPPLY	All kWh	$0.04060 per kWh

Plus an amount calculated in accordance with Rider PCAF.

Plus any taxes, assessments, or surcharges imposed by any governmental authority, which are assessed on the basis of revenues from electric service or volume of electricity purchased or sold.

MINIMUM CHARGE
The monthly minimum charge shall be the sum of the "Customer Charge" and all applicable rate adjustments.

PAYMENT

Bills are due when rendered and become past due if not paid within sixteen (16) days thereafter. Past due bills shall be assessed a one time penalty charge of 5% of the unpaid amount. Upon proof of age of over 60 years the penalty for past due bills shall be waived.

MISCELLANEOUS SERVICE CHARGES
RATE SCHEDULE - MSC

APPLICATION
Applicable to all retail customers served by KPUB.

The charges listed herein are in addition to any other charges made under KPUB's Tariff for Electric Service, and will be applied for the appropriate condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the actual costs plus overhead adders.

CHARGES

NAME AND DESCRIPTION	*AMOUNT*
NEW ACCOUNT CHARGE: made to set a meter and to do the other work necessary to initiate a new account.	
During normal business hours	$45.00
Outside normal business hours	$157.00
NEW SERVICE CHARGE: made in addition to the new account charge when service conductors are installed for the first time to a new building or to a new point of service.	
During normal business hours	$95.00
Outside normal business hours	$500.00
TRANSFER FEE: made to establish Customer account at address with existing meter and service.	$10.00
RECONNECT CHARGE: made when customer requests reconnection of electric service that has been disconnected in accordance with Tariff for Electric Service (no field response required).	
During normal business hours	$14.00
Outside normal business hours	$28.00
TEMPORARY CONNECTION CHARGE: made for 120/240 volt, single phase, three wire, 60 Hertz. Charges for temporary service not covered by these standard conditions will be provided only when customer pays in advance to KPUB the estimated cost of installing and removing the necessary facilities.	
a. install and remove meter and service wires	$240.00
b. install and remove transformer on existing pole	$455.00
RETURNED CHECK OR BANK DRAFT CHARGE: made for each customer's check or bank draft returned unpaid by a financial institution for any reason.	$27.00

METER TEST CHARGE: made when residential customer requests, and KPUB performs, a meter test and the meter is found to be within the accuracy standards of the American National Standards Institute and meter has been tested previously on request of customer within the past four years. Other classes of customers shall pay the actual cost of the test, including appropriate overheads.	$71.25
TAMPERING CHARGE: made for unauthorized reconnection or other tampering with KPUB metering facilities or any theft of electric service by any person on customer's premises or any evidence thereof by whomsoever done at customer's premises. An additional charge for any costs of repairs and/or replacement of damaged facilities, installing protective facilities, and the estimated amount of electric service not recorded by the meter, if any, is also made.	$300.00
TRIP CHARGE: made for each trip to customer's premises for the collection of a delinquent account, disconnection, or reconnection.	
During normal business hours	$38.00
Outside normal business hours	$175.00
COLLECTION PROCESSING CHARGE: made for processing a delinquent account when payment is not received by 5:00 pm on final payment date.	$3.00
BAD DEBT COLLECTION CHARGE: made on the basis of actual charges incurred by KPUB from a collection agency for services rendered to collect an outstanding bill.	Actual fee
CUSTOMER EQUIPMENT CHARGE: made when Customer reports outage and KPUB finds that Customer equipment is the cause of the outage (Customers are asked to check their breakers before reporting an outage).	
During normal business hours	$50.00
Outside normal business hours	$75.00
AMI OPT OUT CHARGE: made monthly per meter to manually read and bill non-communicating meter.	$20.00
NON-COMMUNICATING METER INSTALLATION CHARGE: made when customer requests removal of an AMI meter.	$150.00
ADDITIONAL SERVICES: made monthly for services offered by KPUB and not covered by other rate schedules. Charges for these services are calculated based on the installed cost of the equipment, capital recovery factor, applicable overhead adders, operations and maintenance costs, and power supply costs.	As calculated

PAYMENT

Bills are due when rendered and become past due if not paid within sixteen (16) days thereafter.

DISTRIBUTED GENERATION
RIDER DG

AVAILABILITY
Customers requesting interconnection and parallel operation of Distributed Generation("DG") shall complete the Application for Interconnection and Parallel Operation of Distributed Generation ("Application") with the KPUB System contained in these Tariffs. For purposes of this rate schedule, Distributed Generation refers to an electrical generating facility located at a Customer's point of delivery of ten megawatts (10 MW) or less and connected to the KPUB distribution system at a standard available voltage less than or equal to 60 kilovolts (kV) and 60 Hertz alternating current.

AGREEMENT
Upon determination by KPUB that the Customer's facility is consistent with the safe and reliable operation of the KPUB's distribution system, KPUB and Customer shall enter into an Agreement for Interconnection and Parallel Operation of Distributed Generation ("Interconnection Agreement") contained in this Tariff, which sets forth the contractual conditions under which KPUB and Customer agree that one or more facilities may be interconnected with KPUB's distribution system.

DISTRIBUTION SERVICE TO DG
Distribution service provided to a Customer operating Distributed Generation in parallel with the KPUB's distribution system is available pursuant to this Tariff and agreements for such distribution service.

SPECIAL CONDITIONS
1. **Pre-Interconnection studies** - KPUB may perform pre-interconnection studies, which shall include service study, coordination study, and utility system impact study, as needed and determined in the sole discretion of KPUB. In instances where such studies are deemed necessary, the scope of such studies shall be based on the characteristics of the particular distributed generation facility to be interconnected and the KPUB's distribution system at the specific proposed location. KPUB may charge Customer fees for Pre Interconnection Studies that recover the costs of performing such studies. Any modifications or additions to KPUB's Electric System identified through the pre-interconnection study as required for the safe and reliable interconnection of Customer's facility shall be solely at the Customer's expense. Customer shall not acquire any ownership in such modifications or additions to KPUB's Electric System.

2. **Technical Requirements** - Customer's installation must comply with the technical requirements and procedures set forth in The Public Utility Commission of Texas Substantive Rule 25.212 for safe and effective connection and operation of Distributed Generation, which describes typical interconnection requirements. KPUB may require Customer to install and use more sophisticated protective devices and operating schemes when the DG facility is exporting power to KPUB's system or when otherwise required due to specific interconnection location and condition.

3. **Disconnection and reconnection** – KPUB may disconnect a distributed generation unit from the KPUB system under the following conditions:
   1) **Expiration or termination of Interconnection Agreement** – The Interconnection Agreement specifies the effective term and termination rights of KPUB and Customer.

Upon expiration or termination of the Interconnection Agreement with a Customer, in accordance with the terms of the agreement, KPUB may disconnect Customer's facilities.

2) **Non-compliance with the Technical Requirements** - KPUB may disconnect a distributed generation facility if the facility is not in compliance with the Technical Requirements specified herein. Within two business days from the time the Customer notifies KPUB that the facility has been restored to compliance with the Technical Requirements, KPUB shall have an inspector verify such compliance. Upon such verification, the Customer in coordination with KPUB may reconnect the facility.
3) **System emergency** - KPUB may temporarily disconnect a Customer's facility without prior written notice in cases where continued interconnection will endanger persons or property. During the forced outage of KPUB's system, KPUB shall have the right to temporarily disconnect a Customer's facility to make immediate repairs on the KPUB system.
4) **Routine maintenance, repairs, and modification** - KPUB may disconnect a Customer or a Customer's facility with prior notice of a service interruption for routine maintenance, repairs, and KPUB system modifications. KPUB shall reconnect the Customer as quickly as reasonably possible following any such service interruption.
5) **Lack of approved Application and Interconnection Agreement** - In order to interconnect distributed generation to the KPUB system, a Customer must first submit to KPUB an Application for interconnection and parallel operation with the KPUB system and execute an Interconnection Agreement. KPUB may refuse to connect or may disconnect the Customer's facility if such application has not been received and approved and an Interconnection Agreement executed.

MONTHLY RATE

A. If the Customer's DG requires the installation of an additional meter, the Customer shall pay Kerrville Public Utility Board a charge to cover administrative, billing and metering cost as follows:

CHARGE	*AMOUNT (based on standard service rate schedule)*			
	Rate RS	**Rate CS**	**Rate LCS-S**	**Rate LCS-P**
CUSTOMER CHARGE: Meter, Meter Reading, and Billing Charge	$10.25	$22.00	$180.00	$180.00

B. Kerrville Public Utility Board shall pay Customer for all energy received from Customer as follows:

CHARGE	*AMOUNT (based on standard service rate schedule)*			
	Rate RS	**Rate CS**	**Rate LCS-S**	**Rate LCS-P**
Energy (per all kWh received)	$0.04060	$0.04228	$0.02971	$0.02720

Plus an amount calculated in accordance with Rider PCAF.

POWER COST ADJUSTMENT FACTOR
RIDER PCAF

APPLICATION
Applicable to all rate schedules which include sales of electric energy through kWh billing.

The monthly bill for power supply charges computed in accordance with the appropriate electric rate schedule shall be increased or decreased to account for variances in purchased power expense from that amount included in each electric rate schedule. The Power Supply Charge in each rate schedule shall be multiplied by the Power Cost Adjustment Factor (PCAF) as calculated below on a monthly basis.

METHOD OF CALCULATION
The Power Cost Adjustment Factor (PCAF) is calculated for the current billing month for the system. The formula for determining the PCAF is:

$$PCAF = \frac{((C \pm A)/S)}{0.03969}$$

C = Total Purchased Power Supply costs for the preceding month.

S = Total estimated retail energy sales in kWh for the current month as approved in the annual budget.

A = Adjustment to:

1. Correct for the difference between the actual Purchase Power Supply costs and Power Supply Charge revenues of the previous month;
2. Stabilize rates through over- or under-collection of power supply costs and transfers to and from the Rate Stabilization Fund within limits established by Resolution of the Kerrville Public Utility Board.

The PCAF is calculated to the nearest .000001.

The Power Supply Charge adjusted by the PCAF shall be calculated to the nearest .00001.

OUTDOOR AREA LIGHTING
RATE SCHEDULE -OAL

APPLICATION
Applicable throughout the service area to year-round unmetered outdoor security lighting of areas not covered by any other rate schedule.

Not applicable to street lighting, standby, shared, or resale service.

CHARACTER OF SERVICE
Service under this rate schedule shall be alternating current, 60 Hertz, single phase. Lamps will be operated from dusk to dawn, or approximately 4,300 hours per year per lamp, and controlled by photoelectric control.

MONTHLY RATE

Area Lights

TYPE	*WATTS*	*LUMENS*	*kWh*	*AMOUNT*
LED	48	5,000	17	$5.35
POWER SUPPLY			All kWh	$0.03162 per kWh

Flood Lights

TYPE	*WATTS*	*LUMENS*	*kWh*	*AMOUNT*
LED	56	5,000	20	$7.49
	157	15,000	56	$12.46
	315	30,000	113	$16.51
POWER SUPPLY			All kWh	$0.03162 per kWh

Plus an amount calculated in accordance with Rider PCAF.

Plus any taxes, assessments, or surcharges imposed by any governmental authority, which are assessed on the basis of revenues from electric service or volume of electricity purchased or sold.

MINIMUM CHARGE
The monthly minimum charge shall be the sum of the stated charge per lamp and all applicable rate adjustments.

PAYMENT
Bills are due when rendered and become past due if not paid within sixteen (16) days thereafter. Past due bills shall be assessed a one time penalty charge of 5% of the unpaid amount.

AGREEMENT
Service under this rate schedule requires that the customer execute a contract for a minimum term of 36 months.

SPECIAL CONDITIONS
The following conditions will apply to all facilities installed by KPUB under this rate schedule:

a. Lighting to be provided under this rate schedule shall be on KPUB poles at locations which are easily and economically accessible to KPUB equipment and personnel for construction and maintenance.

b. KPUB will maintain all facilities incidental to providing this service, including replacement of burned-out lamps.

c. Service at locations where existing KPUB-owned poles and facilities are not available will be made at the discretion of KPUB and at an additional charge to cover the cost of installing and maintaining poles, transformers, and conductor.

d. KPUB reserves the right to refuse or discontinue service at locations where excessive maintenance and/or lamp replacements are, in KPUB's sole judgment, likely to or actually do occur.

e. The cost of repairing facilities damaged by acts of vandalism shall be billed to the customer receiving service under this rate schedule at the actual cost to KPUB, including all appropriate overheads.

f. KPUB shall, at the request of the customer, relocate or change existing equipment and the customer shall reimburse KPUB for any and all such relocations or changes at actual cost to KPUB, including all appropriate overheads.

g. New area lighting facilities shall be of a form and substance consistent with KPUB's approved standard configuration for area lighting at the time of the customer's application for service. Where a nonstandard lighting configuration is requested by the customer, all maintenance and replacement costs shall be borne by the customer, should KPUB agree to the installation of the nonstandard facilities.

COMMUNITY SOLAR for LOW and MODERATE INCOME HOUSEHOLDS RIDER CSLMIH

AVAILABILITY

This rider is available only in conjunction with full service electric residential accounts for meters serving Low- and Moderate-Income (LMI) households meeting the following eligibility requirements:

1. Households must meet the guidelines established by the U.S. Department of Housing and Urban Development (HUD) to qualify as a LMI household.
2. Owner occupied housing and rental housing are eligible for the Program.
3. Property owner shall complete the Community Solar LMI Household Application and provide necessary documentation. Owner occupants shall provide documentation of income levels. Property owners of rental housing shall provide documentation from appropriate government entity that establishes the housing as LMI qualified.

CONDITIONS

The current rules and regulations shall apply to the Program, including the payment and collection process.

Households enrolled in this Program will not be allowed to install Distributed Generation. Installation of any Distributed Generation system may result in the disqualification and removal of the household from this Program at KPUB's sole discretion.

KPUB reserves the right to discontinue the Program at any time.

KPUB will install Community Solar System(s) connected to the KPUB System and dedicate a portion of the output for serving LMI households. KPUB may establish additional program rules and open enrollment periods from time to time. For each enrollment period KPUB will allocate shares of solar energy to each household based on the number of qualified applicants, the quantity of solar energy available, and the energy requirements of the eligible LMI households. KPUB may establish additional evaluation and selection criteria including evaluating the energy efficiency of the housing units and efforts taken by the property owner to make energy efficiency improvements.

MONTHLY RATE

The monthly bill will be calculated in accordance with the corresponding full service electric rate.

KPUB will calculate a per kWh solar discount equal to the Community Solar kWh rate minus the total Distribution, Power Supply and PCAF kWh rate. The Community Solar kWh rate will be calculated to recover the solar rate paid by KPUB, ground lease costs, one half of line extension costs and the transfer to the City of Kerrville.

On a separate line item the Customer will receive a credit based on the allocated solar energy times the per kWh solar discount. If the calculation were to result in a charge, no charge will be applied.

Example:

Community Solar kWh Rate Calculation:

	Amount per kWh
Indicative KPUB Solar Purchase Rate	$0.06500
Ground Lease Cost	$0.00380
Half of Line Extension Cost	$0.00170
Subtotal	$0.07050
City Transfer (3%)	$0.00220
Total	$0.07270

Solar Credit Calculation:

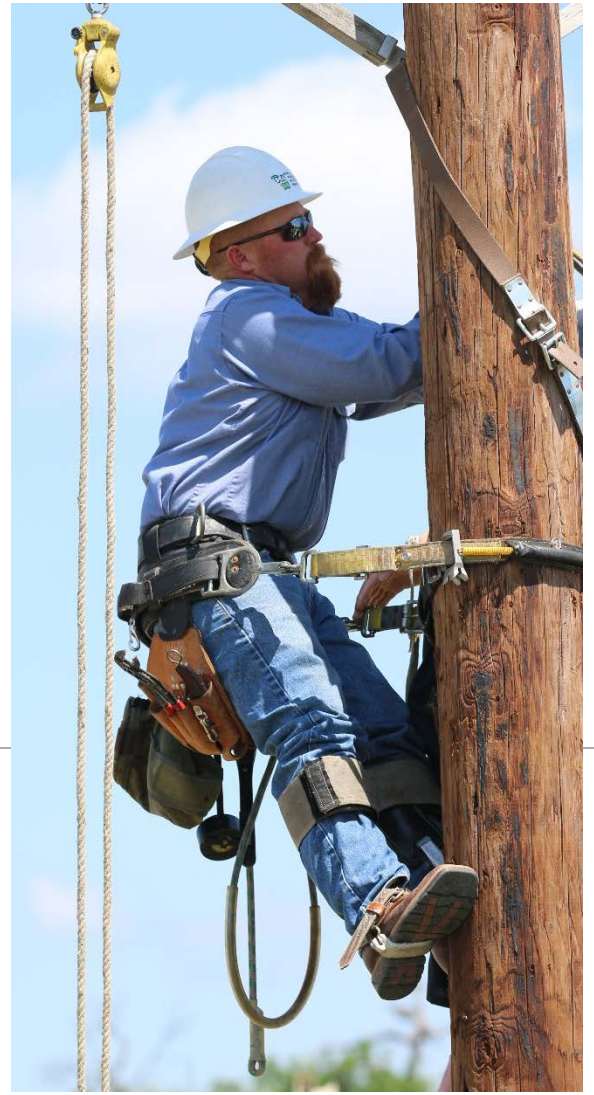
	Amount per kWh
Distribution Rate	$0.01930
Power Supply Rate	$0.04060
PCAF	$0.02030
Total Distribution, Power Supply, and PCAF kWh Rate	$0.08020

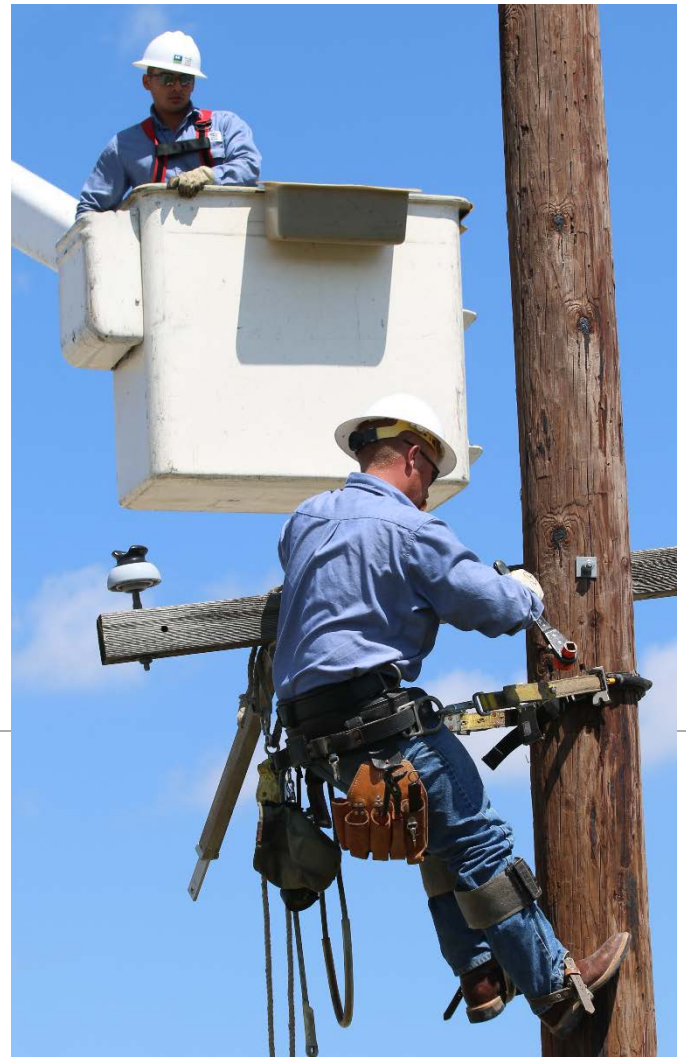
Solar Discount per kWh = $0.07270 - $0.08020 = -$0.00750

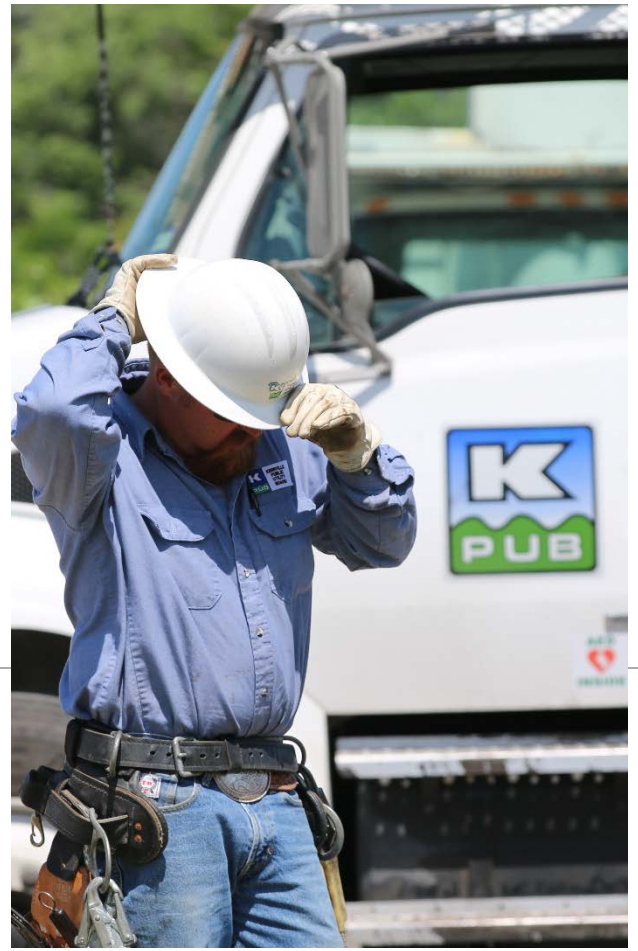
Example Customer Bill Calculation (750 kWh Consumed and 500 kWh Solar credit)

	kWh	Amount per kWh	Amount
Customer Charge			$10.25
Distribution Charge	750	$0.01930	$14.48
Power Charge	750	$0.04060	$30.45
PCAF	750	$0.02030	$15.23
Solar Credit	500	-$0.00750	-$3.75
Total			$66.65

Kerrville Public Utility Board







Safety. Our Way of Life.

Proposed Residential Rate Increase

KERRVILLE PUBLIC UTILITY BOARD

SEPTEMBER 25, 2018

Cost of Service Study

- Analyze cost to serve each class
- Five year financial projection of operating income, cash balance, and debt service coverage
- Declining operating income
- Recommended 2.2% Overall Rate Increase in first year with a projected 2% increase in the future

Rate Design

- Detailed Analysis of the Current Rate Structure
- Recommends New Rates to meet cost of service and correct rate class cross subsidization

Proposed Rate Adjustments

Kerrville Public Utility Board
Final 2019 Rate Design

Customer Class	Current Revenues	Proposed Revenue	Percent Change
Residential	$ 19,795,879	$ 20,309,870	2.6%
Outdoor Area Lighting	245,730	248,187	1.0%
Street Lighting	264,529	269,820	2.0%
Commercial Service	12,503,020	12,689,864	1.5%
Large Commercial Service Secondary	930,180	948,361	2.0%
Large Commercial Service Primary	484,673	495,341	2.2%
Contract Secondary	1,844,039	1,921,134	4.2%
Contract Primary	360,462	368,260	2.2%
Total	**36,428,514**	**$ 37,250,837**	**2.2%**

Customer Service Charge

- Currently at $5.26
- Cost of service is $14.88
- KPUB plans getting to Cost of Service in two steps
- Proposed Customer Charge is $10.25
- Total kWh charges going down from $0.08224 to $0.08014
- Low usage customers paying less than their fair share to serve them

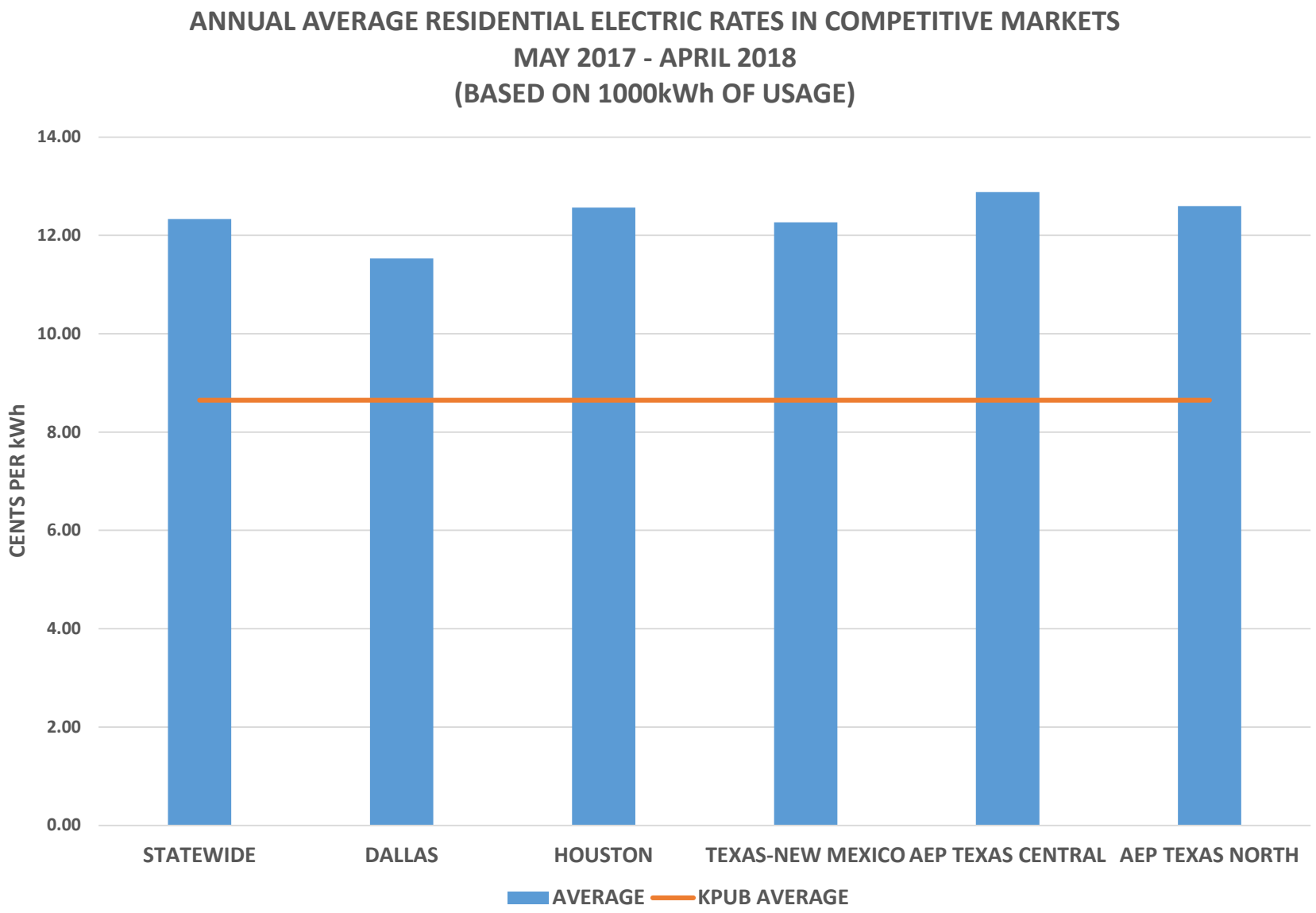
Residential Average Monthly Dollar Impact

Usage	From	To	Current Increase
100	$ 13.48	$ 18.26	$ 4.78
300	29.93	34.29	4.36
500	46.38	50.32	3.94
700	62.83	66.35	3.52
900	79.28	82.38	3.10
1100	95.72	98.40	2.68
1300	112.17	114.43	2.26
1500	128.62	130.46	1.84
1700	145.07	146.49	1.42
1900	161.52	162.52	1.00
2100	177.96	178.54	0.58
2300	194.41	194.57	0.16
2500	210.86	210.60	(0.26)
2700	227.31	226.63	(0.68)
2900	243.76	242.66	(1.10)
3100	260.20	258.68	(1.52)

City of Kerrville Ordinance No. 2018-22

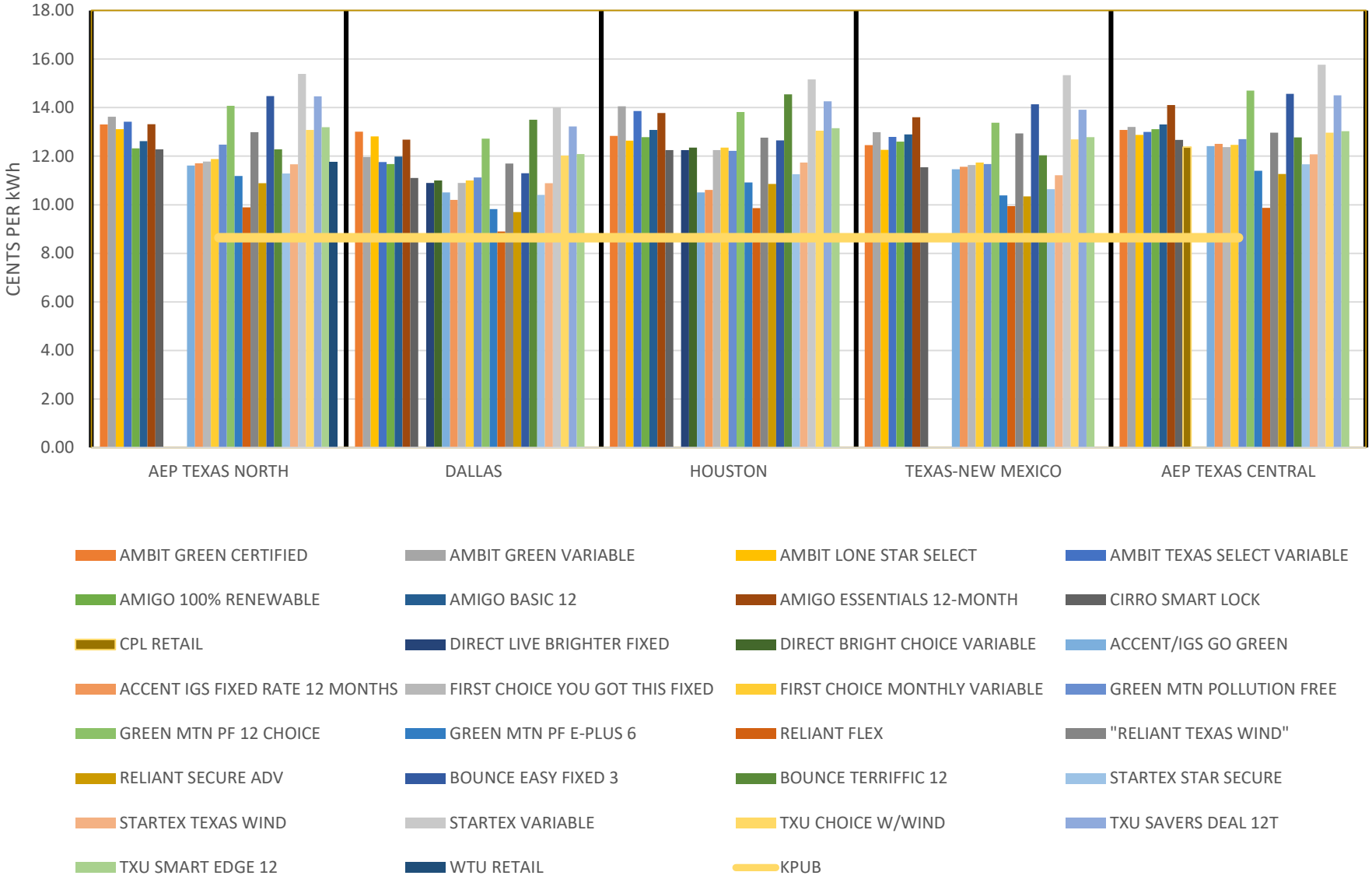
- 2.6% Residential Rate Increase
- 1% Outdoor Area Lighting Rate Increase
- Revised Miscellaneous Service Fees
- LMI Solar
- Minor adjustments to Rider PCAF, Rider DG

Questions?

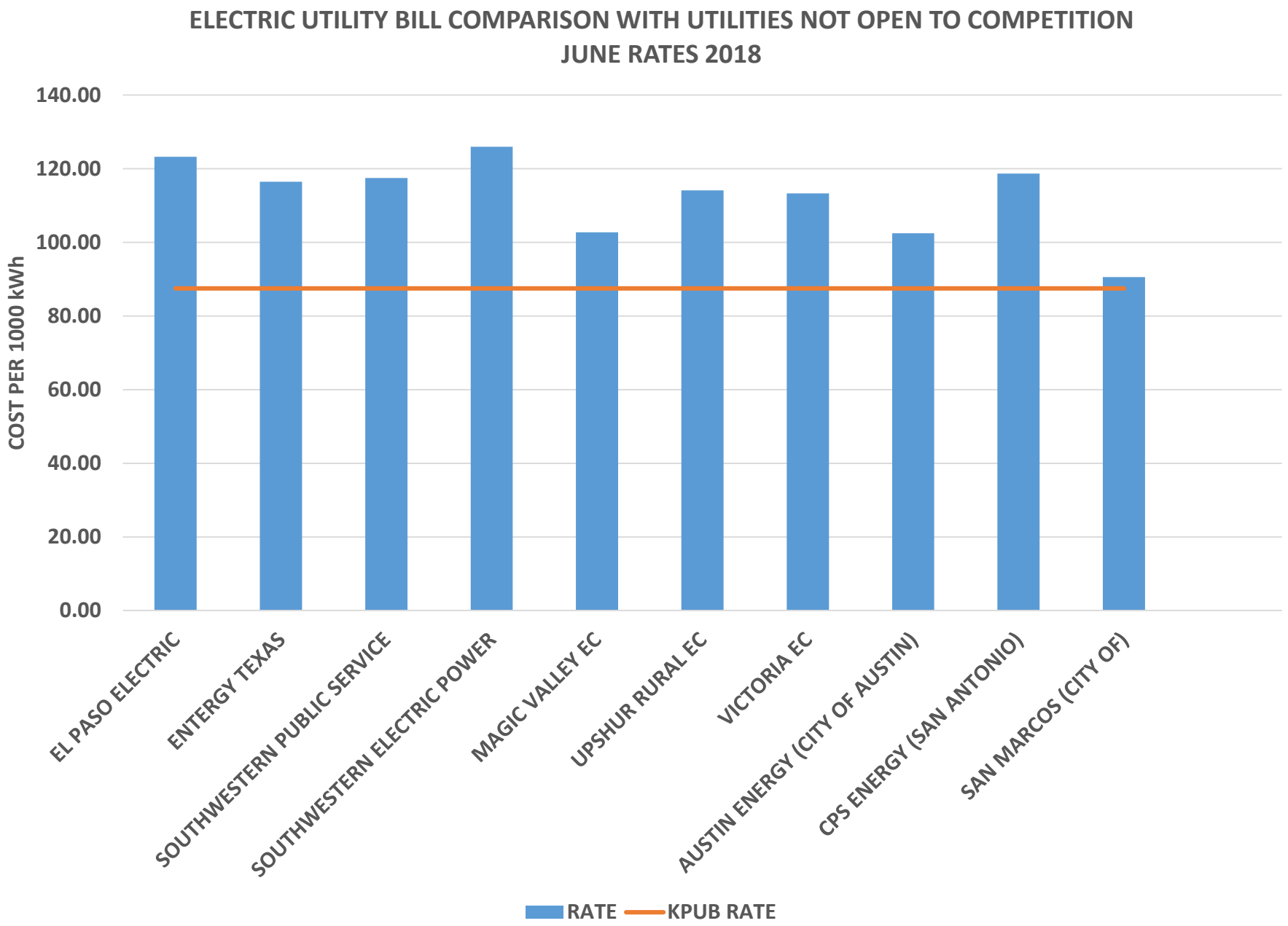


DATA SOURCE: PUBLIC UTLITY COMMISSION OF TEXAS COMPETITIVE MARKETS DIVISION RETAIL ELECTRIC SERVICE RATE COMPARISON JUNE 2016.
KPUB DATA REPORTED AS ANNUAL AVERAGE RESIDENTIAL RATE FOR MAY 2017 - APRIL 2018.

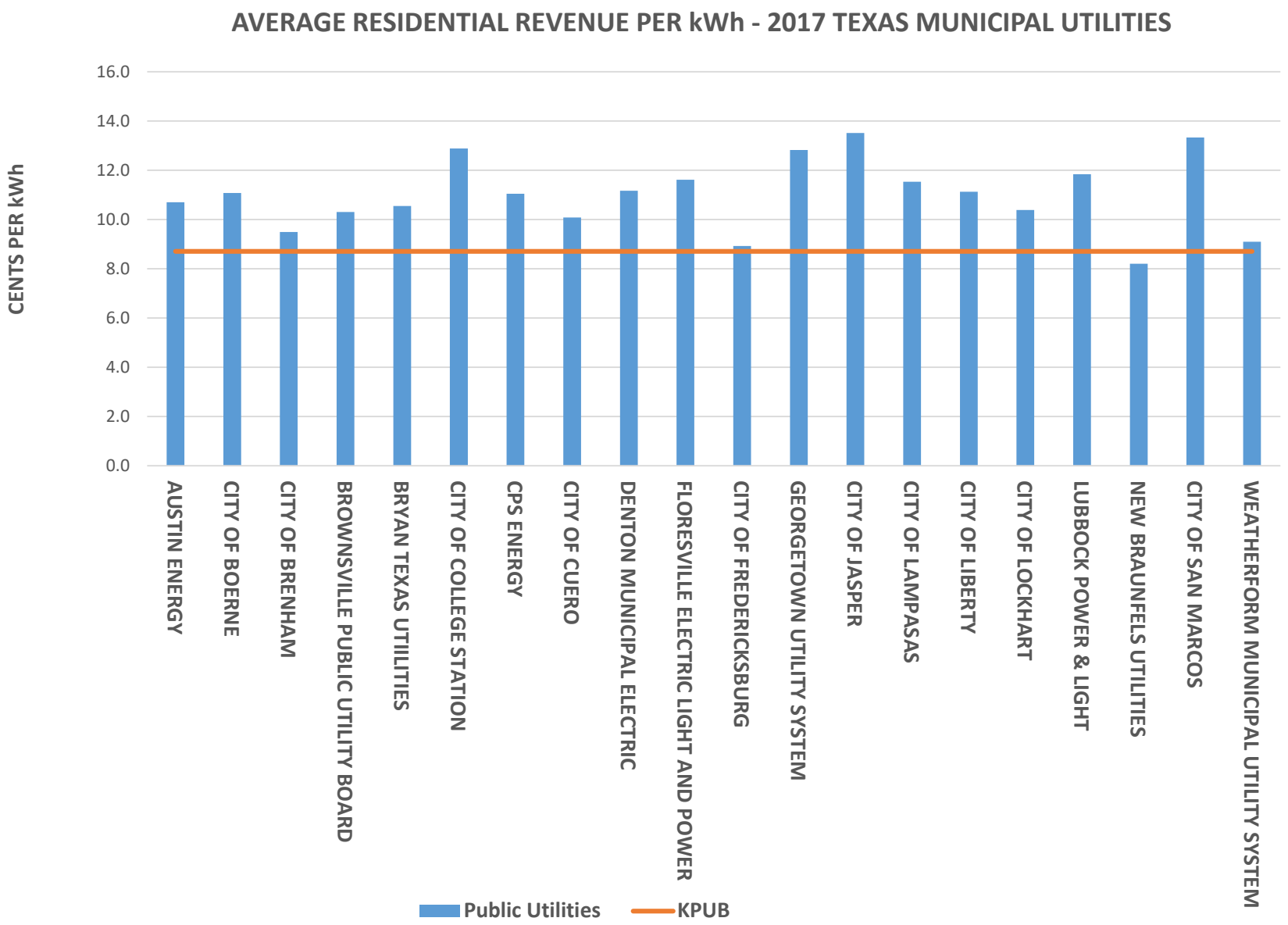
ANNUAL RESIDENTIAL ELECTRIC RATES IN COMPETITIVE MARKETS
MARCH 2017 THROUGH APRIL 2018
(BASED ON 1000 kWh OF USAGE)



DATA SOURCE: PUBLIC UTILITY COMMISSION OF TEXAS COMPETITIVE MARKETS DIVISION RETAIL ELECTRIC SERVICE RATE COMPARISONS.
KPUB DATA REPORTED AS ANNUAL AVERAGE RESIDENTIAL RATE – APRIL 2018 BILL COMPARISON.



DATA SOURCE: PUBLIC UTILITY COMMISSION OF TEXAS RATE REGULATION DIVISION ELECTRIC UTILITY BILL COMPARISON JUNE 2018



DATA SOURCE: U.S. DEPARTMENT OF ENERGY, ENERGY INFORMATION ADMINISTRATION, FORM E1A-861, 2017 DATA. **This is an early release of the final EIA-861 data for calendar year 2017.** The early release is provided for the express purpose of providing immediate access to individual utility data for analysts who use this type of information. The data has not been fully edited and is inappropriate for aggregation, such as to state or national totals.

RESOLUTION NO. 18-12

A RESOLUTION OF THE KERRVILLE PUBLIC UTILITY BOARD APPROVING THE REVISION OF THE ELECTRIC RATES AND MISCELLANEOUS SERVICE FEES CHARGED BY KPUB TO ITS RESIDENTIAL CUSTOMERS AND FORWARDING THE PROPOSED RESIDENTIAL TARRIFF TO THE CITY OF KERRVILLE FOR ACTION AND APPROVAL BY THE CITY COUNCIL.

WHEREAS, the KPUB staff recommended and the Board approved the hiring of the firm Utility Financial Solutions (UFS) to perform a Cost of Service Study; and

WHEREAS, on January 24, 2018, Mrs. Dawn Lund of Utility Financial Solutions (UFS) presented the company's Draft Cost of Service Study and Rate Design Reports to the Board with her recommended changes; and

WHEREAS, on August 28, 2018, KPUB Staff presented the Final Cost of Service Study and Rate Design Reports from UFS to the Board along with Staff's recommendations regarding rate and miscellaneous service fee changes; now, therefore,

BE IT RESOLVED BY THE KERRVILLE PUBLIC UTILITY BOARD THAT:

Section 1. The above recitals are true and correct.

Section 2. The Board approves the revised Residential Rate Tariff, Rate Schedule RS, including the appropriate Miscellaneous Service Charges, Rate Schedule MSC, Distributed Generation Rider DG, Power Cost Adjustment Factor Rider PCAF, and Outdoor Area Lighting Rate Schedule – OAL and the new Community Solar LMI Household Rider CSLMIH, attached hereto as Exhibit "A", as recommended by Staff, and the General Manager is authorized to forward the revised residential rate tariff described herein to the Kerrville City Council for its consideration and action.

PASSED, APPROVED AND ADOPTED on this 28th day of August, 2018

_____

John E. Sample, Chairman

ATTEST:

_____

Bill Thomas, Secretary

KERVILLE PUBLIC UTILITY BOARD

Economic Development Rate

August 21, 2018

Utility Financial Solutions, LLC

Specializing in Cost of Service,
Rate Design, and Financial Analysis

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August 21, 2018

Mr. Mike Wittler
Kerrville Public Utility Board
Kerrville, TX

Dear Mr. Wittler:

We are pleased to present this executive summary for an economic development rate for the City of Kerrville, TX (KPUB). This report was prepared to provide KPUB with an economic rate design using projected 2019 costs. The specific purpose of this economic development rate study is the Identification of potential discounts to promote business development.

This report includes results of the study and recommendations concerning:

1) Economic development discounts
2) Time-line of discounts

This report is intended for information and use by management and the Utility Board for purposes stated above and is not intended to be used by anyone except the specified parties.

Sincerely,

Dawn Lund

Dawn Lund
Vice-President
Utility Financial Solutions, LLC

1. Introduction

KPUB is considering offering an Economic Development Rate for potential new customers. This report discusses the development of the new rate and the potential economic development discounts. The rate is structured using the contribution margin discussed in the section below.

2. Contribution Margin

To help ensure existing customers are not adversely impacted through offering a discounted rate to a new customer or increased loads by existing customers the analysis identified the anticipated contribution margin of any potential new customer. To determine the contribution margin the following steps were taken:

1) Identification of revenue from commercial, large commercial secondary and large commercial primary rate classes.
2) Identification of variable costs for power supply and city contributions
3) Projected revenues less variable costs is the contribution margin to recover fixed distribution costs. Table 1 details the contribution margin calculation.

Table 1 – Contribution Margins

	Commercial Service	Large Commercial Service Primary	Large Commercial Service Secondary
Power Supply	9,864,892	450,297	822,098
PILOT	403,593.41	15,051.79	27,535.07
Fixed Costs	4,686,565.17	78,888.76	185,857.02
Fixed % of RR	31.34%	14.50%	17.95%

Fixed cost contribution as a percent of revenues = Fixed cost contribution divided by the cost of service revenues

The fixed cost contribution is the maximum discount allowed without impacting existing customers. The discount assumes adequate capacity exists throughout the system and the new customer will have minimal impact on the backbone infrastructure, at some point the new customer combined with normal growth of the system would result in the need for increased capacity in the backbone infrastructure. When this occurs the rates charged under the economic development rate would not adequately recover costs and lead to increased rates for existing customers. It is standard practice in the industry to phase out the discount over a five-year period.

Table 2 is the recommended discount for new customer or additional load growth for existing customers.

Table 2 – Economic Development Rate Discounts

	Commercial Service	Large Commercial Service Primary	Large Commercial Service Secondary
Proposed Year 1	30.0%	14.50%	18.0%
Proposed Year 2	24%	11.60%	14.4%
Proposed Year 3	18%	8.70%	10.8%
Proposed Year 4	12%	5.80%	7.2%
Proposed Year 5	6%	2.90%	3.6%
Proposed Year 6	Regular Schedule	Regular Schedule	Regular Schedule

Discount Qualifications

New customers or existing customers whose load will grow by a specified amount in the rate schedule would be eligible for the discount. The customer must apply for the discount prior to the new load occurring and the discount applies only to the customers new load, existing customer usage will be billed on the appropriate rate schedule. KPUB has the right to discontinue the economic development rate if agreed upon conditions are not met.

Kerrville Public Utility Board
Fee Schedule COS - 2018

8/21/2018

Utility Financial Solutions, LLC

Kerrville Public Utility Board

Fee Schedule COS - 2018

Summary

Service Provided	COS	Current Fee	Proposed Fee	Percent Inc/Dec	NOTES
New Account Charge - During Normal Business Hours **(set a meter)**	$ 71.49	$ 30.00	$ 45.00	50%	includes cost of meter $30.80
New Account Charge - Outside Normal Business Hours **(set a meter)**	$ 156.57	$ 150.00	$ 157.00	5%	
New Account Charge - During Normal Business Hours **(update billing)**	$ 7.65				This charge is added in the New Account Charge to set a meter
New Service Charge - During Normal Business Hours **(install service conductors)**	$ 297.58	$ 65.00	$ 95.00	46%	Materials cost $68.81
New Service Charge - Outside Normal Business Hours **(install service conductors)**	$ 499.70	$ 500.00	$ 500.00	0%	
Reconnect Charge - During Normal Business Hours	$ 38.10	$ 36.00	$ 38.00	6%	
Reconnect Charge - Outside Normal Business Hours	$ 172.32	$ 170.00	$ 175.00	3%	
Temporary Connection Charge **(install & remove meter and service wires)**	$ 237.24	$ 230.00	$ 240.00	4%	
Temporary Connection Charge **(install & remove transformer on existing pole)**	$ 456.47	$ 450.00	$ 455.00	1%	
Returned Check or Bank Draft Charge	$ 26.60	$ 25.00	$ 27.00	8%	
Meter Test Charge **(Residential meter test)**	$ 71.24	$ 60.00	$ 71.25	19%	(Waived if meter fails test)
Tampering Charge **(Investigate tampering)**	$ 96.29	$ 300.00	$ 300.00	0%	
Trip Charge **(trip to customer's premise)**	$ 23.51	$ 20.00	$ 24.00	20%	
Bad Debt Collection Charge **(process of delinquent account)**	$ 41.20	Actual fee	Actual fee		
Collection Processing Fee **(processing payment after due date)**	$ 1.02	$ 3.00	$ 3.00	0%	To be applied to bill as a late fee
Additional Service Charge	$ -	As Calculated	As Calculated		

Kerrville Public Utility Board
Fee Schedule COS - 2018
Fees (as provided by Kerrville)

		C	D	E	F	G	H	I	J	K	L	M
		Labor										
		# persons	pay band (Low - High)	Benefits as a %	Average time w/ travel (Hours)	Overtime rate	Call out rate	Call-out Minimum time req's (Hours)	Material costs	Vehicle type (see types below)	Average mileage per service call	Average bank charges
6	New Account Charge (set a meter)	1	$ 18.43	30%	0.5	1.5	1.5	2	$ 30.80	pickup	20	
7	New Account Charge (update billing)	1	$ 17.65	30%	0.25	assuming this is only done on regurlar hours			$ -	no vehicle required		
8	New Service Charge (install service conductors)	2	$ 29.24	30%	2	1.5	1.5	2	$ 68.81	bucket	20	
9	Reconnect Charge	1.5	$ 18.43	30%	0.5	1.5	1.5	2	$ -	pickup	20	
10	Temporary Connection Charge (install & Remover meter and service wires)	2	$ 29.24	30%	2	assuming this is only done on regurlar hours			$ 10.16	bucket -boom	20	
11	Temporary Connection Charge (install & remove transformer on existing pole)	4	$ 31.40	30%	2	assuming this is only done on regurlar hours			$ 9.61	bucket -boom	20	
12	Returned Check or Bank Draft Charge	1	$ 17.48	30%		assuming this is only done on regurlar hours			$ -	no vehicle required		$X / returned ck avg. 7 cks/mo
13	Meter Test Charge (Residential meter test)	1	$ 34.26	30%	1	assuming this is only done on regurlar hours			$ -	pickup	20	
14	Tampering Charge (Investigate tampering)	1	$ 40.82	30%	1	assuming this is only done on regurlar hours			$ -	pickup	20	
15	Trip Charge (trip to customer's premise)	1	$ 18.43	30%	0.5	assuming this is only done on regurlar hours			$ -	pickup	20	
16	Collection Processing Charge (process of delinquent account)	1	$ 21.01			assuming this is only done on regurlar hours			$ -	no vehicle required		

VEHICLE COST BREAKDOWN:

	Pickup Truck	Service Truck	Small Bucket Truck	Large Bucket Truck	Backhoe
* Cost per vehicle per hour	$ 6.15	$ 15.99	$ 15.99	$ 19.68	$ 12.30

Kerrville Public Utility Board

Fee Schedule COS - 2018

Calculations

Assumptions		NOTES:
MARGIN	7.0%	Service requested after noon is consider after hours,
Overhead	10.0%	reconnect non pay after hours is 4pm
Overtime rate multiplier (1.5x)	50.0%	
Electric Benefits	30.0%	
Admin Benefits	30.0%	
Call-out mimimum time (Hours)	2.00	

A	**New Account Charge - During Normal Business Hours (set a meter)**		
	Personnel needed	1.00	
	Pay	23.77	
	Average length of time	0.50	
	Total Labor	11.89	
	Total labor and benefits	15.45	
	Cost of materials	30.80	
	Vehicle cost per trip	7.99	service truck
	Overhead	5.42	
	Margin	4.18	
	Total Fee per application	**$ 63.84**	
B	**New Account Charge - Outside Normal Business Hours (set a meter)**		
	Personnel needed	1.00	
	Pay (/hr)	23.77	
	Over-time pay (additional $/hr)	11.89	
	Average length of time (2hr min after normal hrs)	2.00	
	Vehicle length of time	0.50	
	Total Labor	47.54	
	Total Overtime	23.77	
	Total labor and benefits	85.57	
	Cost of materials	30.80	
	Vehicle cost per trip	7.99	service truck
	Overhead	14.81	Overhead is charged on all hours including overtime
	Margin	9.74	
	Total Fee per application	**$ 148.92**	
C	**New Account Charge - During Normal Business Hours (update billing)**		
	Personnel needed	1.00	
	Pay	20.00	
	Average length of time	0.25	
	Total labor	5.00	
	Total labor and benefits	6.50	
	Overhead	0.65	
	Margin	0.50	
	Total Fee per application	**$ 7.65**	

Kerrville Public Utility Board

Fee Schedule COS - 2018

Calculations

D	**New Service Charge - During Normal Business Hours (install service conductors)**			
	Personnel needed		2.00	
	Pay		29.24	
	Average length of time		2.00	
	Total labor		116.96	
	Total labor and benefits		152.05	
	Cost of materials		68.81	
	Vehicle cost per trip		31.98	small bucket truck
	Overhead		25.28	
	Margin		19.47	
	Total Fee per application	**$**	**297.58**	
E	**New Service Charge - Outside Normal Business Hours (install service conductors)**			
	Personnel needed		2.00	
	Pay		29.24	
	Over-time pay (additional $/hr)		14.62	
	Average length of time (2hr min after normal hrs)		3.00	add 0.5 hr's for employee to drive in to utility
	Vehicle length of time		2.00	
	Total Labor		175.44	
	Total Overtime		87.72	
	Total labor and benefits		315.79	
	Cost of materials		68.81	
	Vehicle cost per trip		31.98	small bucket truck
	Overhead		50.43	Overhead is charged on all hours including overtime
	Margin		32.69	
	Total Fee per application	**$**	**499.70**	
F	**Reconnect Charge - During Normal Business Hours**			
	Personnel needed		1.50	
	Pay		25.00	
	Average length of time		0.50	
	Total Labor		18.75	
	Total labor and benefits		24.38	
	Vehicle cost per trip		7.99	service truck
	Overhead		3.24	
	Margin		2.49	
	Total Fee per application	**$**	**38.10**	
G	**Reconnect Charge - Outside Normal Business Hours**			
	Personnel needed		1.50	
	Pay		25.00	
	Over-time pay (additional $/hr)		12.50	
	Average length of time (2hr min after normal hrs)		2.00	add 0.5 hr's for employee to drive in to utility
	Vehicle length of time		0.50	
	Total Labor		75.00	
	Total Overtime		37.50	
	Total labor and benefits		135.00	
	Vehicle cost per trip		7.99	service truck
	Overhead		18.05	Overhead is charged on all hours including overtime
	Margin		11.27	
	Total Fee per application	**$**	**172.32**	

Kerrville Public Utility Board

Fee Schedule COS - 2018

Calculations

H	**Temporary Connection Charge (install & remove meter and service wires)**			
	Personnel needed		2.00	
	Pay		29.24	
	Average length of time		2.00	
	Total labor		116.96	
	Total labor and benefits		152.05	
	Cost of materials		10.16	
	Vehicle cost per trip		39.36	bucket truck
	Overhead		20.16	
	Margin		15.52	
	Total Fee per application	**$**	**237.24**	
I	**Temporary Connection Charge (install & remove transformer on existing pole)**			
	Personnel needed		4.00	
	Pay		31.40	
	Average length of time		2.00	
	Total labor		251.20	
	Total labor and benefits		326.56	
	Cost of materials		9.61	
	Vehicle cost per trip		51.65	bucket truck, pickup truck
	Overhead		38.78	
	Margin		29.86	
	Total Fee per application	**$**	**456.47**	
J	**Returned Check or Bank Draft Charge**			
	Personnel needed		1.00	
	Pay		20.00	
	Average length of time		0.10	
	Total labor		2.00	
	Total labor and benefits		2.60	
	Average Bank Charges		20.00	
	Overhead		2.26	
	Margin		1.74	
	Total Fee per returned check	**$**	**26.60**	
K	**Meter Test Charge (Residential meter test)**			
	Personnel needed		1.00	
	Pay		34.26	
	Average length of time		1.00	
	Total labor		34.26	
	Total labor and benefits		44.54	
	Vehicle cost per trip		15.99	service truck
	Overhead		6.05	
	Margin		4.66	
	Total Fee per application	**$**	**71.24**	(Waived if meter fails test)

Kerrville Public Utility Board

Fee Schedule COS - 2018

Calculations

L	**Tampering Charge (Investigate tampering)**			
	Personnel needed		1.00	
	Pay		31.40	
	Average length of time		1.00	
	Total labor		31.40	
	Total labor and benefits		40.82	
	Cost of materials		25.00	
	Cost of Law Enforcement (if required)		-	
	Cost of Energy		-	
	Vehicle cost per trip		15.99	service truck
	Overhead		8.18	
	Margin		6.30	
	Total Fee per application	**$**	**96.29**	
M	**Trip Charge (trip to customer's premise)**			
	Personnel needed		1.00	
	Pay		$18.43	
	Average length of time		0.50	
	Total labor		9.22	
	Total labor and benefits		11.98	
	Vehicle cost per trip		7.99	service truck
	Overhead		2.00	
	Margin		1.54	
	Total Fee per application	**$**	**23.51**	
N	**Bad Debt Collection Charge (process of delinquent account)**			
	Average Collection Charges		35.00	
	Overhead		3.50	
	Margin		2.70	
	Total Fee per returned check	**$**	**41.20**	
O	**Late Fee for reminder notices**			
	Process is outsourced		0.17	3,000/month - $500 cost for outsourced work
	# of notices sent before shut-off		1.00	
	Postage		0.49	
	Material Costs		1.25	paper/envelopes/address labels
	Overhead		0.17	
	Margin		0.13	
	Total Fee per notice	**$**	**1.02**	

Kerrville Public Utility Board

Fee Schedule COS - 2018

Current Fees Schedule

NAME AND DESCRIPTION	Current Rate	COS Rate
NEW ACCOUNT CHARGE: made to set a meter and to do the other work necessary to initiate a new account		
During normal business hours	$ 30.00	$ 71.49
Outside normal business hours	$ 150.00	$ 156.57
NEW SERVICE CHARGE: made in addition to the new account charge when service conductors are installed for the first time to a new building or to a new point of service		
During normal business hours	$ 65.00	$ 297.58
Outside normal business hours	$ 500.00	$ 499.70
RECONNECT CHARGE: made when customer requests reconnection of electric service that has been disconnected in accordance with Tariff for Electric Service.		
During normal business hours	$ 36.00	$ 38.10
Outside normal business hours	$ 170.00	$ 172.32
TEMPORARY CONNECTION CHARGE: made for 120/240 volt, single phase, three wire, 60 Hertz. Charges for temporary service not covered by these standard conditions will be provided only when customer pays in advance to KPUB the estimated cost of installing and removing the necessary facilities.		
a. install and remove meter and service wires	$ 230.00	$ 237.24
b. install and remove transformer on existing pole	$ 450.00	$ 456.47
RETURNED CHECK OR BANK DRAFT CHARGE: made for each customer's check or bank draft returned unpaid by a financial institution for any reason.	$ 25.00	$ 26.60
METER TEST CHARGE: made when residential customer requests, and KPUB performs, a meter test and the meter is found to be within the accuracy standards of the American National Standards Institute and meter has been tested previously on request of customer within the past four years. Other classes of customers shall pay the actual cost of the test, including appropriate overheads.	$ 60.00	$ 71.24 (Waived if meter fails test)
TAMPERING CHARGE: made for unauthorized reconnection or other tampering with KPUB metering facilities or any theft of electric service by any person on customer's premises or any evidence thereof by whomsoever done at customer's premises. An additional charge for any costs of repairs and/or replacement of damaged facilities, installing protective facilities, and the estimated amount of electric service not recorded by the meter, if any, is also made.	$ 300.00	$ 96.29
TRIP CHARGE: made for each trip to customer's premises for the collection of a delinquent account.	$ 20.00	$ 23.51
COLLECTION PROCESSING CHARGE: made for processing a delinquent account when payment is not received by 5:00 pm on final payment date.	$ 3.00	$ 1.02 (Late Payment Fee)
BAD DEBT COLLECTION CHARGE: made on the basis of actual charges incurred by KPUB from a collection agency for services rendered to collect an outstanding bill.	Actual fee	$ 41.20
ADDITIONAL SERVICES: made monthly for services offered by KPUB and not covered by other rate schedules. Charges for these services are calculated based on the installed cost of the equipment, capital recovery factor, applicable overhead adders, operations and maintenance costs, and power supply costs.	As Calculated	

Kerrville Public Utility Board
Final 2019 Rate Design

Customer Class	Current Revenues	Proposed Revenue	Percent Change
Residential	$ 19,795,879	$ 20,309,870	2.6%
Outdoor Area Lighting	245,730	248,187	1.0%
Street Lighting	264,529	269,820	2.0%
Commercial Service	12,503,020	12,689,864	1.5%
Large Commercial Service Secondary	930,180	948,361	2.0%
Large Commercial Service Primary	484,673	495,341	2.2%
Contract Secondary	1,844,039	1,921,134	4.2%
Contract Primary	360,462	368,260	2.2%
Total	**36,428,514**	**$ 37,250,837**	**2.2%**
Total Without Contract Rates	**34,224,012**	**34,961,444**	**2.0%**

UFS
Utility Financial Solutions, LLC

Kerrville Public Utility Board
2019 Rate Design
Residential

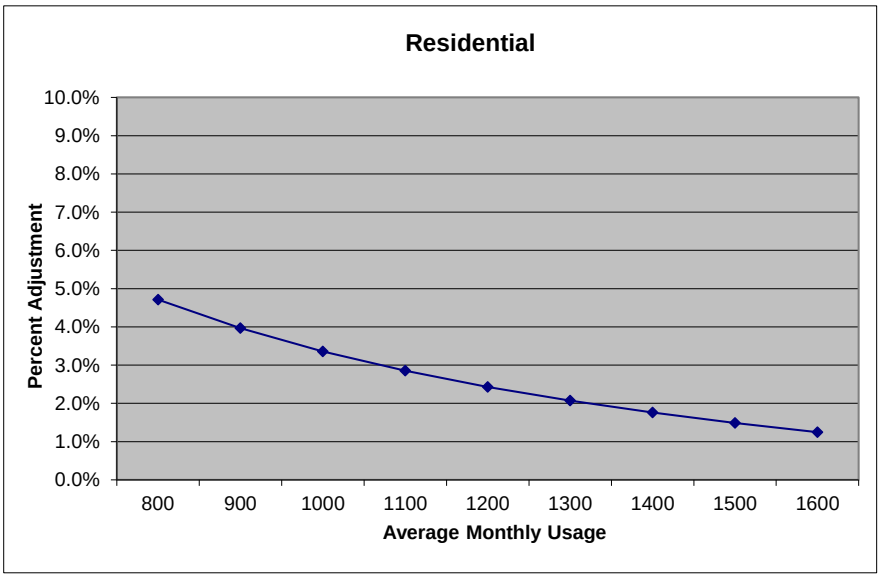
Current Rate		**Customer Charge**	**Distribution All KWh's**	**Power Supply All KWh's**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 0.77	$ 0.0169	$ 0.0451	$ 0.02024
Summer	Meter Reading Charge	$ 1.10	$ 0.0169	$ 0.0451	$ 0.02024
	Billing Charge	$ 3.39			
	Total	**$ 5.26**			

Proposed Rate		**Customer Charge**	**Distribution All KWh's**	**Power Supply All KWh's**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 3.75	$ 0.0193	$ 0.0406	$ 0.02024
Summer	Meter Reading Charge	$ 1.25	$ 0.0193	$ 0.0406	$ 0.02024
	Billing, Services, CS, Dist	$ 5.25			
	Total	**$ 10.25**			

Cost of Service	**14.88**
Total Without Contract Rates	
Estimated Change in Revenues	
Current Revenues	19,795,879
Proposed Revenues	20,309,870
Percentage Change	**2.6%**

Residential Dollar Impacts

Usage	**Dollar**	**Usage**	**Dollar**
800	**$ 3.35**	**1300**	**2.32**
900	**3.14**	**1400**	**2.12**
1000	**2.94**	**1500**	**1.91**
1100	**2.73**	**1600**	**1.71**
1200	**2.53**		



Kerrville Public Utility Board
2019 Rate Design
Commercial Service

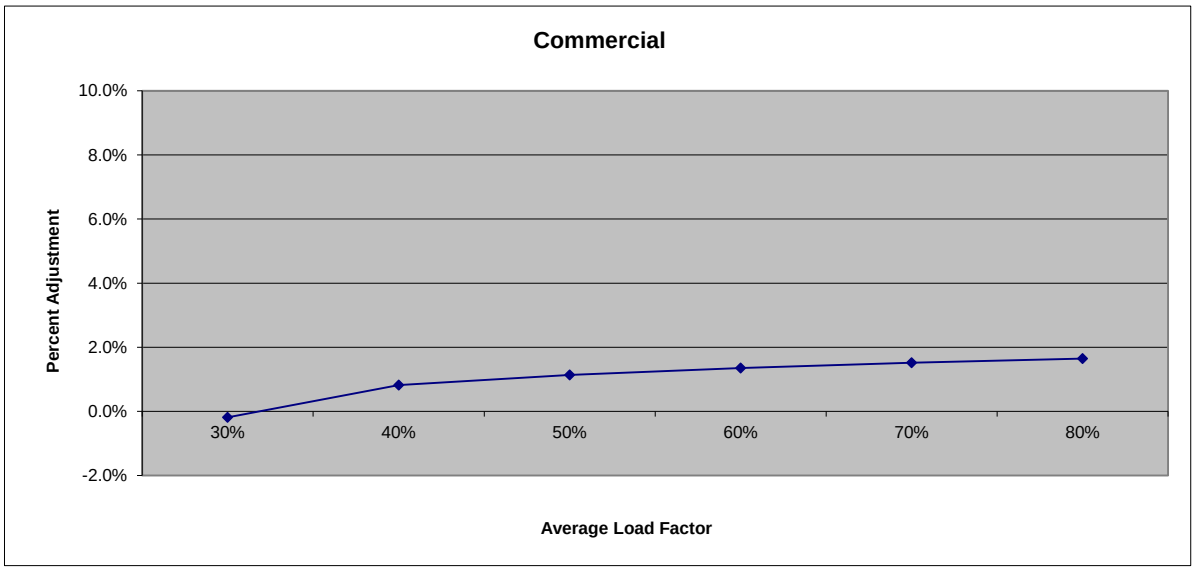
Current Rate		Customer Charge	Distribution 2500 KWh's	Distribution Over 2500	Distribution Over (KW)	Power Supply All KWh's	*Calc by Utility Formula* Estimated PCAF
Winter Rate	Meter Charge	$ 4.80	$ 0.0305	$ 0.0200	$ 0.50	$ 0.03983	$ 0.01787
Summer	Meter Reading Charge	$ 2.50	$ 0.0305	$ 0.0200	$ 0.50	$ 0.03983	$ 0.01787
	Billing Charge	$ 5.20					
	Total	**$ 12.50**					

Proposed Rate		Customer Charge	Distribution 2500 KWh's	Distribution Over 2500	Distribution Over (KW)	Power Supply All KWh's	*Calc by Utility Formula* Estimated PCAF
Winter Rate	Meter Charge	$ 6.50	$ 0.019530	$ 0.016330	$ 1.00	$ 0.04228	$ 0.02114
Summer	Meter Reading Charge	$ 2.50	$ 0.019530	$ 0.016330	$ 1.00	$ 0.04228	$ 0.02114
	Billing, Services, CS, Dist	$ 13.00					
	Total	**$ 22.00**					

Cost of Service	**30.66**

Total Without Contract Rates

Current Revenues	12,503,020
Proposed Revenues	12,689,864
Percentage Change	1.5%



Kerrville Public Utility Board
2019 Rate Design
Large Commercial Service Secondary

Current Rate		**Customer Charge**	**Distribution All KWh's**	**Distribution All KW**	**Power Supply Secondary**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 50.00	$ 0.00720	$ 9.50	$ 0.02621	$ 0.01176
Summer	Meter Reading Charge	$ 30.00	$ 0.00720	$ 9.50	$ 0.02621	$ 0.01176
	Billing Charge	$ 50.00				
	Total	**$ 130.00**				

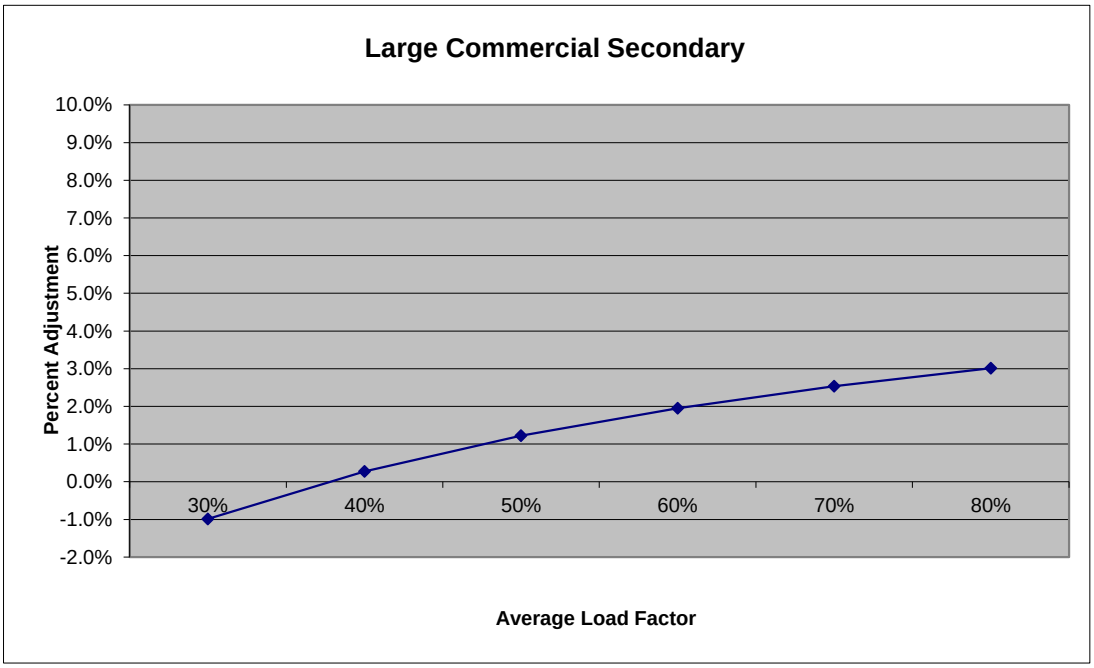
AVG LF 61%

Proposed Rate		**Customer Charge**	**Distribution All KWh's**	**Distribution All KW**	**Power Supply Secondary**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 74.00	$ 0.00410	$ 8.50	$ 0.02971	$ 0.01486
Summer	Meter Reading Charge	$ 32.00	$ 0.00410	$ 8.50	$ 0.02971	$ 0.01486
	Billing Charge	$ 74.00				
	Total	**$ 180.00**				

Cost of Service	**$ 497.33**

Total Without Contract Rates

Current Revenues	930,180
Proposed Revenues	948,361
Percentage Change	2.0%



Kerrville Public Utility Board
2019 Rate Design
Large Commercial Service Primary

Current Rate		**Customer Charge**	**Distribution All KWh's**	**Distribution All KW**	**Power Supply Primary**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 50.00	$ 0.00720	$ 9.50	$ 0.02411	$ 0.01082
Summer	Meter Reading Charge	$ 30.00	$ 0.00720	$ 9.50	$ 0.02411	$ 0.01082
	Billing Charge	$ 50.00				
	Total	**$ 130.00**				

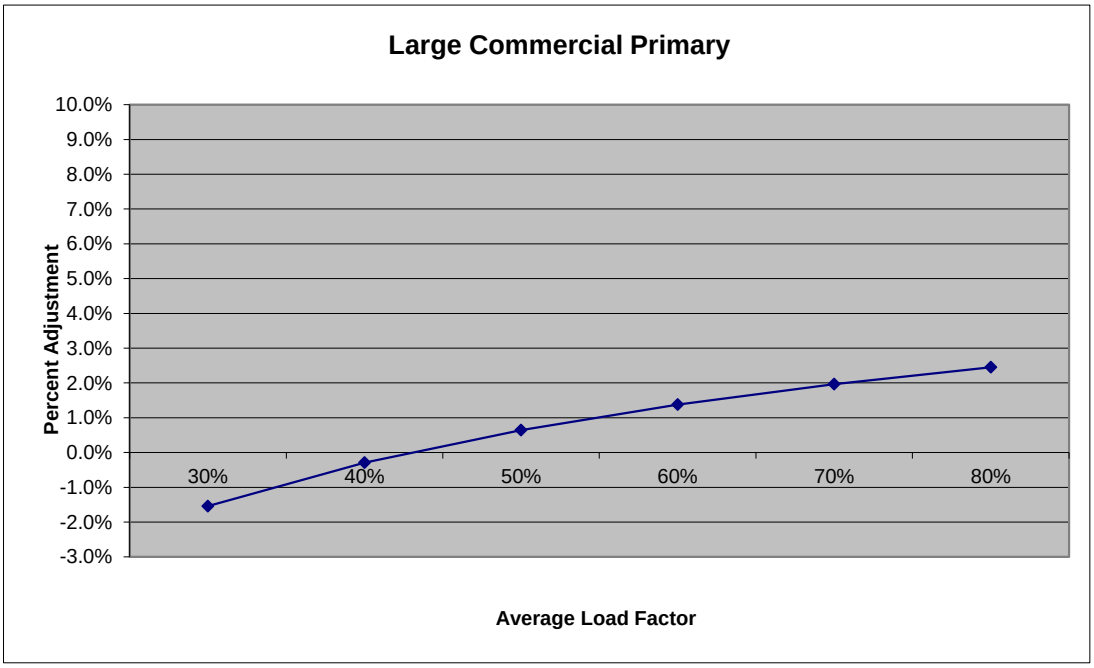
75% LF

Proposed Rate		**Customer Charge**	**Distribution All KWh's**	**Distribution All KW**	**Power Supply Primary**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 74.00	$ 0.00442	$ 8.50	$ 0.02720	$ 0.01360
Summer	Meter Reading Charge	$ 32.00	$ 0.00442	$ 8.50	$ 0.02720	$ 0.01360
	Billing Charge	$ 74.00				
	Total	**$ 180.00**				

Cost of Service	**$ 385.98**

Total Without Contract Rates

Current Revenues	484,673
Proposed Revenues	495,341
Percentage Change	2.2%



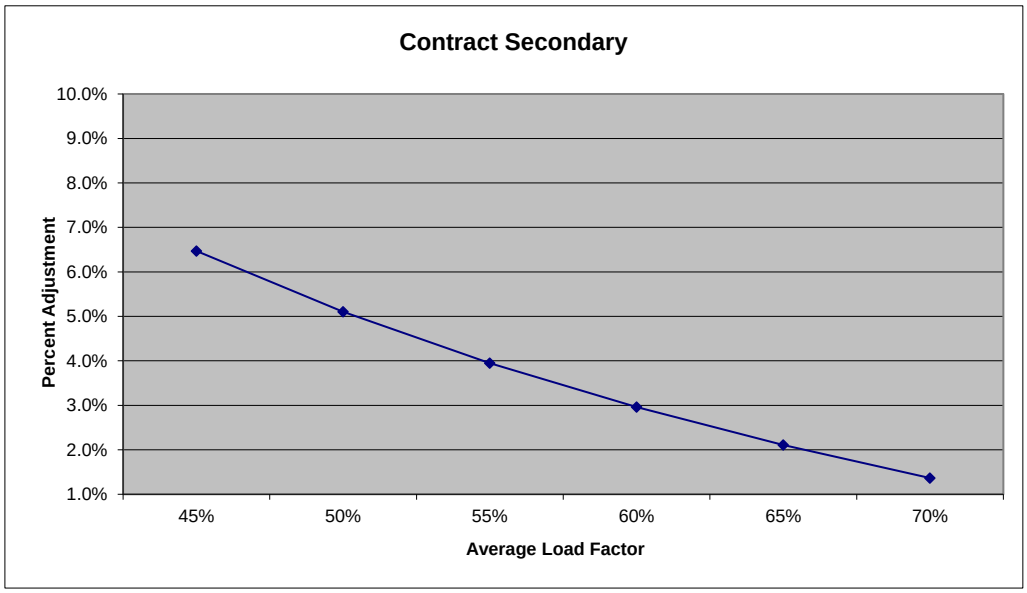
Kerrville Public Utility Board
2019 Rate Design
Contract Secondary

Current Rate		Customer Charge	Distribution All KWh's	Distribution All KW	Power Supply Secondary	*Calc by Utility Formula* Estimated PCA
Winter Rate	Meter Charge	$ 50.00	$ 0.01170	$ 3.45	$ 0.02911	$ 0.01306
Summer	Meter Reading Charge	$ 30.00	$ 0.01170	$ 3.45	$ 0.02911	$ 0.01306
	Billing Charge	$ 50.00				
	Total	**$ 130.00**				

LF 55%

Proposed Rate		Customer Charge	Distribution All KWh's	Distribution All KW	Power Supply Secondary	*Calc by Utility Formula* Estimated PCA
Winter Rate	Meter Charge	$ 74.00	$ 0.00720	$ 6.50	$ 0.02971	$ 0.01176
Summer	Meter Reading Charge	$ 32.00	$ 0.00720	$ 6.50	$ 0.02971	$ 0.01176
	Billing Charge	$ 74.00				
	Total	**$ 180.00**				

Cost of Service	**166.27**
Total Without Contract Rates	
Estimated Change in Revenues	
Current Revenues	1,844,039
Proposed Revenues	1,921,134
Percentage Change	4.2%



Kerrville Public Utility Board
2019 Rate Design
Contract Primary

Current Rate		**Customer Charge**	**Distribution All KWh's**	**Distribution All KW**	**Power Supply Primary**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 50.00	$ 0.01170	$ 3.35	$ 0.02808	$ 0.01260
Summer	Meter Reading Charge	$ 30.00	$ 0.01170	$ 3.35	$ 0.02808	$ 0.01260
	Billing Charge	$ 50.00				
	Total	**$ 130.00**				

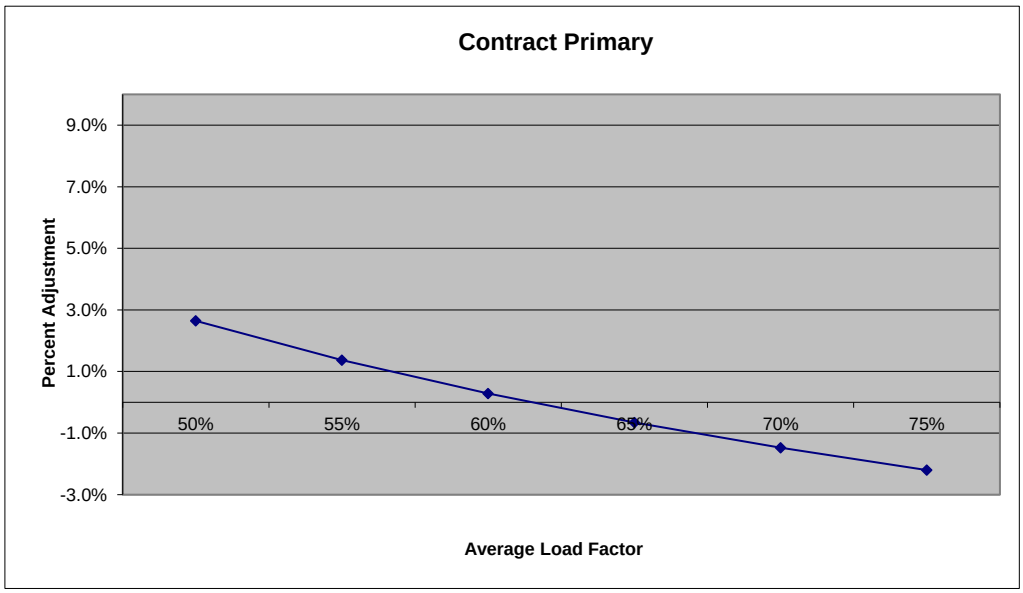
LF 50%

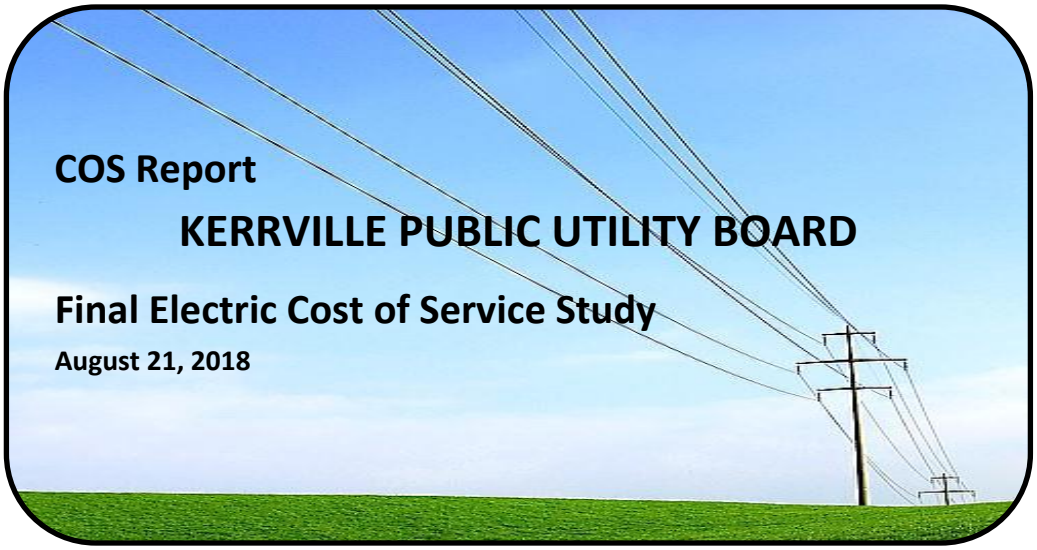
Proposed Rate		**Customer Charge**	**Distribution All KWh's**	**Distribution All KW**	**Power Supply Primary**	***Calc by Utility Formula*** **Estimated PCAF**
Winter Rate	Meter Charge	$ 74.00	$ 0.00442	$ 6.50	$ 0.02720	$ 0.01360
Summer	Meter Reading Charge	$ 32.00	$ 0.00442	$ 6.50	$ 0.02720	$ 0.01360
	Billing Charge	$ 74.00				
	Total	**$ 180.00**				

Cost of Service	**273.97**

Total Without Contract Rates

Current Revenues	360,462
Proposed Revenues	368,260
Percentage Change	2.2%





COS Report

KERRVILLE PUBLIC UTILITY BOARD

Final Electric Cost of Service Study

August 21, 2018

Utility Financial Solutions, LLC

Specializing in Cost of Service, Rate Design, and Financial Analysis

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Utility Financial Solutions, LLC

January 10, 2018

Mr. Mike Wittler
General Manager & CEO
Kerrville Public Utility Board
2250 Memorial Blvd.
Kerrville, TX 78028

Dear Mr. Wittler:

We are pleased to present this executive summary report for an electric cost of service, financial projection and rate design study for Kerrville Public Utility Board (KPUB). This report was prepared to provide KPUB with a comprehensive examination of its existing rate structure by an outside party.

The specific purposes of this cost of service rate study are:

1) Determine electric utility's revenue requirements for 2018
2) Identify cross-subsidies that may exist between rate classes
3) Identify the appropriate monthly customer charge for each customer class
4) Develop retail rates to be implemented in 2019

This report includes results of the electric cost of service and unbundling study and recommendations on future rate designs. Specific recommendations included in this report are:

1) Rate adjustments that are based the utilities ability to meet three factors listed below:
    - Debt Coverage Ratio
    - Minimum Cash Reserves
    - Optimal Net Income
2) Rate adjustments that are designed to provide the overall recommendation and within a bandwidth for each customer class based on the cost of service study completed by Utility Financial Solutions (UFS).
    - Recommend rates be designed to provide the Board's recommended rate adjustment within a bandwidth for each customer class based on cost of service results.
    - Recommend monthly customer charge variances between cost of service and actual be addressed in the proposed 2019 rates.

This report is intended for information and use by management for purposes stated above and is not intended to be used by anyone except the specified parties.

Sincerely,

Dawn Lund

Utility Financial Solutions, LLC
Dawn Lund
Vice-President

Utility Financial Solutions, LLC

Table of Contents

Introduction

This report was prepared to provide Kerrville Public Utility Board (KPUB) with an electric cost of service study and a comprehensive examination of its existing rate structure by an outside party. The specific purposes of the rate study are identified below:

1) ***Determine electric utility's revenue requirements for 2018 (Rate implementation 2019)***. The Electric Utility's revenue requirements were projected for the period from 2018 – 2022 and included adjustments for the following:
    a. Anticipated power costs
    b. Anticipated annual sales growth
    c. Five-year capital improvement plan

2) ***Identify cross-subsidies that may exist between rate classes.*** Cross-subsidies exist when certain customer classes subsidize the electric costs of other customers. The rate study identifies if cross-subsidies exist and practical ways to reduce the subsidies. The cost of service study was completed using 2018 projected revenues and expenses. The financial projections are for the period from 2018 – 2022.

3) ***Recommend rate adjustments needed to meet targeted revenue requirements.*** The primary purpose of this rate study is to identify appropriate revenue requirements and the rate adjustments needed to meet targeted revenue requirements. The report includes a long-term rate track for KPUB to help ensure the financial stability of the utility in future years.

4) ***Unbundled electric rates.*** The cost of providing electricity to customers consists of a number of components, including power supply, distribution, customer services, and transmission. Electric unbundling identifies the cost of each component to assist the utility in preparing for electric restructuring, understanding its cost structure and developing special rate forms for customers such as net metering rates, standby rates, and time of use rates.

5) ***Identify the appropriate monthly customer charge for each customer class.*** The monthly customer charge consists of fixed costs to service customers that do not vary based on the amount of electricity used.

KPUB retained Utility Financial Solutions (UFS) to review the above items and make recommendations on the appropriate course of action. This report includes results of the electric cost of service and unbundling study, recommendations on future rate designs and potential rate structures for customers to help lower power supply costs and customer bills.

Cost of Service Summary Results

The completed cost of service study will determine costs of providing service to each class of customer and help assist in design of electric rates for customers. The cost of service study consists of the following general steps:

1) Determine utility revenue requirements for 2018 using KPUB 2016, YTD 2017 and Budget 2018
2) Classify utility expenses into common cost pools
3) Allocate costs to customer classes based on the classes' contribution to utility expenses
4) Compare revenues received from each class to the cost of service

Table One below is a cost of service summary which compares projected costs to serve each customer class with projected revenues expected from each customer class. The "% change" column is an adjustment that is necessary to meet projected cost of service requirements.

Table One – Cost of Service Summary – Without Rate Adjustments

Customer Class	Cost of Service	Projected Revenues	% Change
Residential	$ 23,360,415	$ 22,776,298	3%
Outdoor Area Lighting	219,649	218,468	1%
Street Lighting	291,114	286,336	2%
Commercial Service	14,955,051	14,847,944	1%
Large Commercial Service Primary	544,238	553,746	-2%
Large Commercial Service Secondary	1,035,490	1,012,998	2%
Contract Secondary	2,234,939	2,038,832	10%
Contract Primary	378,218	355,270	6%
Total	**$ 43,019,115**	**$ 42,089,892**	**2.2%**

The study indicates an overall 2.2% adjustment from current rates to meet revenue requirements. The actual recommended adjustment and rate track is discussed on page 19.

Utility Revenue Requirements

Revenue requirements for KPUB were projected for 2017 based on 2016 actual expenses with adjustments made for known changes. Revenues for 2018 were analyzed with adjustments made to actual to reflect projected operating characteristics. Detailed descriptions of the methodology are included in the section "Summary of Significant Assumptions". The table below is a summary of the financial projection based on the following assumptions:

1. Capital improvement plan was provided by KPUB
2. Power Supply projected annual increases provided by KPUB
3. General Inflation rate of 2.6% on expenses
4. Growth 0% 2018-2022

KPUB is projected to have an operating income of $1.6 million in 2018 and decreases to an operating loss of $(214,102) in 2022 without rate adjustments.

Table Two – Projected Financial Statements – Without Rate Adjustments

Fiscal Year	Projected Rate Adjustments	Projected Revenues	Projected Expenses	City Transfer (%)	City Transfer $	Adjusted Operating Income	Projected Cash Balances	Restricted Funds	Total Cash	Capital Improvements	Bond Issues	Debt Coverage Ratio
2017	0.00%	38,686,111	37,658,063	3.0%	1,002,332	1,028,048	13,540,439	7,386,792	20,927,231	6,151,650		9.98
2018	0.00%	42,640,076	40,986,578	3.0%	1,144,078	1,653,497	7,534,055	7,386,792	14,920,847	10,728,295	-	12.06
2019	0.00%	43,399,211	42,375,780	3.0%	1,262,697	1,023,431	6,591,501	7,386,792	13,978,293	5,325,210	-	11.64
2020	0.00%	44,178,083	43,582,926	3.0%	1,285,471	595,157	6,633,023	7,386,792	14,019,815	5,183,414	-	11.25
2021	0.00%	44,977,207	44,800,233	3.0%	1,308,837	176,974	7,070,924	7,386,792	14,457,716	4,537,150	-	10.82
2022	0.00%	45,797,107	46,011,209	3.0%	1,332,811	(214,102)	8,255,441	7,386,792	15,642,233	3,537,150	-	10.38
Recommended Target in 2018						**$ 2,582,720**	**$ 11,873,520**					**1.65**
Recommended Target in 2022						**$ 2,822,706**	**$ 12,470,290**					**1.65**

1. Financial projections should be updated during the yearly budget process.
2. Cash balances include current cash and investments; the utility also holds $7.3 million in restricted reserves.
3. Capital plan for this base scenario includes the AMI Capital Plan.
4. Additional assumptions were used in developing the financial projections. Please see summary of significant assumptions on page 17.

DEVELOPMENT OF RECOMMENDED RATE TRACK:

When evaluating rates to charge customers, three factors must be considered:

1. Debt Coverage Ratio
2. Minimum Cash Reserves
3. Optimal Net Income

Each of these factors is discussed below:

1. **Debt Coverage Ratio** - Debt coverage ratios that are mandated by covenants established in the bond ordinance must be maintained to ensure KPUB maintains its bond rating and has the capacity to issue additional revenue bonds in the future if necessary. Typical bond coverage ratios require that cash generated from operations exceed 1.2 times the debt payments. The Utility should maintain a minimum coverage ratio of 1.2. Due to fluctuations in sales, mainly the result of weather, a safety factor is recommended to help ensure coverage ratios are met during low sales years. KPUB has an established target of 1.65 for financial projection purposes. This becomes the minimum target and rates must be established to meet the debt coverage ratio requirement.

   Table Three below contains projected debt coverage ratios from 2018–2022.

   Table Three – Debt Ratio Coverage

Debt Coverage Ratio	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022
Add Net Income	$ 1,803,278	$ 1,148,953	$ 723,062	$ 308,154	$ (76,225)
Add Depreciation Expense	3,297,633	3,618,703	3,828,875	4,023,287	4,184,773
Add Interest Expense	151,316	145,543	138,448	130,055	120,325
Add Transfer to City	1,144,078	1,262,697	1,285,471	1,308,837	1,332,811
Cash Available for Debt Service	$ 6,396,305	$ 6,175,896	$ 5,975,856	$ 5,770,333	$ 5,561,683
Debt Principal and Interest	$ 530,316	$ 530,543	$ 530,448	$ 531,055	$ 531,325
Projected Debt Coverage Ratio (Covenants)	12.06	11.64	11.27	10.87	10.47
Minimum Debt Coverage Ratio	**1.65**	**1.65**	**1.65**	**1.65**	**1.65**

Debt Ratios are sufficient throughout the projection and no debt issuances are projected.

2) Minimum Cash Reserve Target -

Minimum cash reserves attempt to quantify the minimum amount of cash the utility should keep in reserve, actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets that are currently in service. The methodology used in this report and adopted by KPUB is based on certain assumptions related to percent of operation and maintenance, rate base, capital improvements, and debt service. The establishment of minimum cash reserves should consider a number factors including:

- **Working Capital Lag** - Timing differences between when expenses are incurred, and revenues received from customers. Establishing a minimum cash reserve helps to ensure cash exists to pay expenses in a timely manner.
- **Investment in assets** – Catastrophic events may occur that require substantial amounts of cash reserves to replace damaged assets. Some examples of catastrophic events include ice storms, earthquakes, wind storms, floods, or tornadoes. Many of these catastrophic events may allow the utility to recover the cost of damages from FEMA; however, FEMA reimbursements can take between 6 months to 2 years to recover. The utility should ensure adequate cash reserves exist to replace the assets in a timely fashion. The minimum reserve levels are often combined with emergency funding from banks or bonding agencies.
- **Annual debt service** – Debt service payments do not occur evenly throughout the year and often occurs at periodic times typically every six months. The utility has to ensure adequate cash reserves exist to fund the debt service payment when the payment is due.
- **Capital improvement program** – Some capital improvements are funded through bond issuances and some through cash reserves. The establishment of a minimum cash reserve level helps to ensure timely replacement or construction of assets.

The minimum recommended cash reserve for KPUB is around $12 million. The projected cash balance (without restricted reserves) is below the minimum throughout the projection period. Table Four provides the minimum cash reserve calculation.

Table Four – Minimum Cash Reserves

	Percent Allocated	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022
Operation & Maintenance Less Depreciation Expense	12%	$ 1,044,447	$ 1,082,454	$ 1,109,280	$ 1,136,804	$ 1,165,044
Pow er Costs	12%	3,591,293	3,684,667	3,780,468	3,878,760	3,979,608
Historical Rate Base	1%	844,992	790,962	896,827	836,333	932,198
Current Portion of Debt Service Payment	100%	530,543	530,448	531,055	531,325	531,197
Five Year Capital Improvements - Net of bond proceeds	20%	5,862,244	5,862,244	5,862,244	5,862,244	5,862,244
Minimum Recommended Cash Reserve		**$ 11,873,520**	**$ 11,950,774**	**$ 12,179,874**	**$ 12,245,466**	**$ 12,470,290**
Projected Cash Reserves		**$ 7,534,055**	**$ 6,591,501**	**$ 5,568,024**	**$ 4,961,315**	**$ 5,121,713**

Cash reserves are below the minimum throughout the projection period.

Notes:

1. Operation & Maintenance expenses exclude power supply and depreciation expense
2. Power Costs is total power supply
3. Historical Rate base is historical investment in plant and equipment
4. Current Portion of Debt Service Payment is the principal and interest payment
5. Five Year CIP includes total sum of budgeted capital improvements for the next five years and excludes any capital improvements funded through debt issuances

3) **Optimal operating income targets** - The optimal target for setting rates is the establishment of a target operating income to help ensure the following:

   a. Funding interest expense and the inflationary increase on assets invested in the system
   b. Adequate rate of return on investment to help ensure current customers are paying their fair share of the use of the infrastructure and not deferring the charge to future generations.

As improvements are made to the system, the optimal operating income target will increase unless annual depreciation expense is greater than yearly capital improvements. The target established for 2018 is $2.6 million and increases slightly to $2.8 million by 2022.

Table Five - Optimal Operating Income Targets Compared to Projected

	Percent Allocated	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022
Outstanding Principal on Debt	3.4%	151,316	145,543	138,448	130,055	120,325
Contributed Capital Estimated	0.0%	-	-	-	-	-
System Equity	6.0%	2,431,404	2,556,894	2,661,686	2,716,578	2,702,381
Target Operating Income		**$ 2,582,720**	**$ 2,702,437**	**$ 2,800,134**	**$ 2,846,634**	**$ 2,822,706**
Projected Operating Income		**$ 1,653,497**	**$ 1,023,431**	**$ 595,157**	**$ 176,974**	**$ (214,102)**
Rate of Return in %		**5.7%**	**5.8%**	**5.8%**	**5.9%**	**5.9%**

Projected operating income is below targets throughout the period.

COST OF SERVICE RESULTS

Table Six below shows the average cost of service per kWh and compares that cost to the average revenue per kWh for each customer class.

Table Six - Average Cost per kWh compared with Average Revenue per kWh

	Average Cost per kWh	
Customer Class	Cost of Service	Current Charge per kWh
Residential	$ 0.0895	$ 0.0758
Outdoor Area Lighting	$ 0.1899	$ 0.1104
Street Lighting	$ 0.1899	$ 0.4027
Commercial Service	$ 0.0912	$ 0.0762
Large Commercial Service Primary	$ 0.0597	$ 0.0532
Large Commercial Service Secondary	$ 0.0677	$ 0.0608
Contract Secondary	$ 0.0691	$ 0.0570
Contract Primary	$ 0.0666	$ 0.0634

DISTRIBUTION RATES

Separation of distribution cost helps identify distribution charges for each customer class and the fixed monthly customer charge for customers and to ensure the utility recovers its operational costs. Distribution rates include separation of the following costs:

1) Operation and maintenance of distribution & transmission system
2) Contributions to City
3) Customer service
4) Customer accounting
5) Meter reading
6) Billing
7) Meter operation & maintenance
8) Administrative expenses

The distribution rates consist of two components:

1) Monthly customer charge to recover the costs of meter reading, billing, customer service, and a portion of maintenance and operations of the distribution system.
2) Distribution rate based on billing parameter, (KW or kWh) to recover the cost to operate and maintain the distribution system. The table below identifies the cost-based distribution rates for customer classes.

Distribution rates by customer are listed in Table Seven:

Table Seven– Distribution Rates by Customer Class

Customer Class	Monthly Customer Charge	Distribution Rate	Billing Basis	Contribution to City	Billing Basis
Residential	14.88	0.0134	kWh	0.0024	kWh
Outdoor Area Lighting	3.45	0.0134	kWh	0.0031	kWh
Street Lighting	9.51	0.1975	kWh	0.0112	kWh
Commercial Service	30.66	6.09	KW	0.76	KW
Large Commercial Service Primary	385.98	4.49	KW	0.93	KW
Large Commercial Service Secondary	497.33	4.50	KW	0.81	KW
Contract Secondary	166.27	4.17	KW	0.70	KW
Contract Primary	273.97	3.77	KW	0.65	KW

Delivery of electricity consists of many components that bring electricity from the power supply facilities to the communities and eventually into customer facilities. The facilities consist of four major components: transmission, distribution, customer-related services, and administration. Following are general descriptions of each of these facilities and the sub-breakdowns within each category.

Transmission

The transmission system is comprised of four types of subsystems that operate together:

1) Backbone and inter-tie transmission facilities are the network of high voltage facilities through which a utility's major production sources are integrated.
2) Generation set-up facilities are the substations through which power is transformed from a utility's generation voltages to its various transmission voltage
3) Sub-transmission plant consists of lower voltage facilities to transfer electric energy from convenient points on a utility's backbone system to its distribution system
4) Radial transmission facilities are those that are not networked with other transmission lines but are used to serve specific loads directly.

Operation of the transmission system also consists of providing certain services that ensure a stable supply of power. These services are typically referred to as ancillary services. The Federal Energy Regulatory Commission (FERC) has defined six ancillary service charges for the use of transmission facilities:

Ancillary Service Charges:
Regulation and Frequency Response Service
Energy Imbalance Charges
Operating Reserves Spinning
Operating Reserves Supplemental
Power losses from use of transmission system

Terminology of Cost of Service

FUNCTIONALIZATION – Cost data arranged by functional category (e.g. power supply, transmission, distribution

CLASSIFICATION – Assignment of functionalized costs to cost components (e.g. demand, energy and customer related).

ALLOCATION – Allocating classified costs to each class of service based on each class's contribution to that specific cost component.

DEMAND COSTS – Costs that vary with the maximum or peak usage. Measured in kilowatts (kW)

ENERGY COSTS – Costs that vary over an extended period of time. Measured in kilowatt-hours (kWh)

CUSTOMER COSTS – Costs that vary with the number of customers on the system, e.g. metering costs.

DIRECT ASSIGNMENT – Costs identified as belonging to a specific customer or group of customers.

Distribution System

The distribution facilities connect the customer with the transmission grid to provide the customer with access to the electrical power that has been generated and transmitted. The distribution plant includes substations, primary and secondary conductors, poles, and line transformers that are jointly used and in the public right-of-way.

Substations typically separate the distribution plant from the transmission system. The substation power transformer "steps down" the voltage to a level that is more practical to install on and under City streets.

Distribution system provides primary circuits with voltages between 12.47 kV and 4.16 kV. Secondary circuits are 480 volts and less.

Distribution Customer Types

Sub-transmission customers are served directly from the substation feeder and bypass both the secondary and primary distribution lines. The charges for this type of customer should reflect the cost of the substation and not include the cost of primary or secondary line charges.

Primary customers are typically referred to as customers who have purchased, owned, and maintained their own transformers that convert the voltage to the secondary voltage level. The rates for these customers should reflect the cost of substations and the cost of primary distribution lines and not include the cost of secondary line extensions.

Secondary customers have the services provided by the utilities directly into their facilities. The utility provides the customer with the transformer and the connection on the customers' facilities.

Customer-Related Services

Certain administrative-type services are necessary to ensure customers are provided service connections and disconnections in a timely manner and the facilities are in place to read meters and bill for customer usages. These services typically consist of the following components:

1) Customer Services – The cost of providing personnel to assist customers with questions and dispatch personnel to connect and disconnect meters.
2) Billing and Collections – The cost of billing and collections personnel, postage, and supplies.
3) Meter Reading – The cost of reading customers' meters.
4) Meter Operation and Maintenance – The cost of installing and maintaining customer meters.

Administrative Services

These costs are sometimes referred to as overhead costs and relate to functions that cannot be directly-attributed to any service. These costs are spread to the other services through an allocator such as labor, expenses, or total rate base. These costs may consist of Board Member expenses, property insurance, and wages for higher level management of the utility.

System Losses

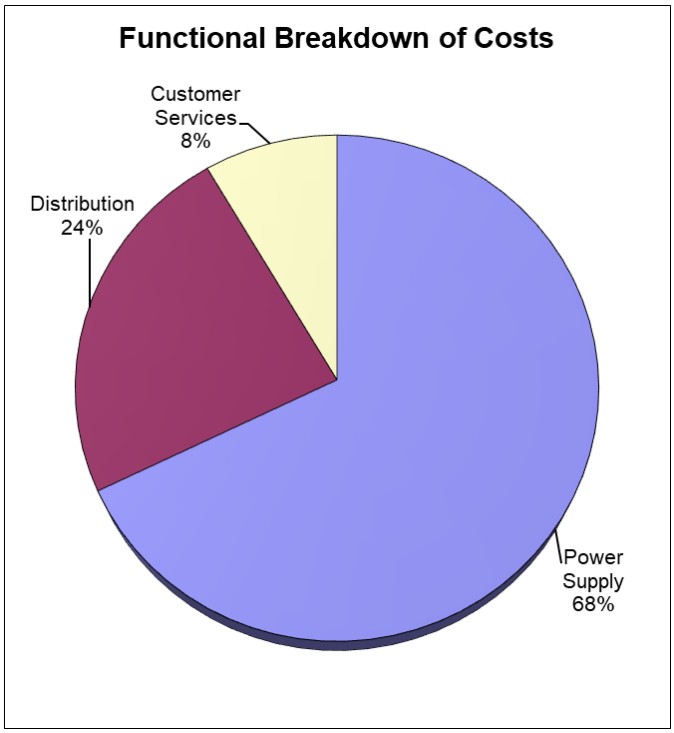
As energy moves through each component of the transmission and distribution system, some of the power is lost and cannot be sold to customers. Losses vary based on time of day and season. Typically, as system usage increases or ambient temperature increases, the percentages of losses that occur also increase. These losses are recovered from distribution customers through an analysis of the peak losses that occur in the system. The average system losses for KPUB are approximately 7.2%.

Unbundling Process

The cost of power supply, distribution, and customer services are identified as part of the unbundling process and are the first step in determining unbundled charges to customers. The total 2018 revenue requirements of $43.0 million are separated into three categories identified in the graph below.

Graph One – Breakdown of KPUB Cost Structure

Expense Type	Amount	Percent of Total
Power Supply	$ 29,197,504	67.9%
Distribution	10,156,106	23.6%
Customer Services	3,665,505	8.5%
Totals	**$ 43,019,115**	**100%**

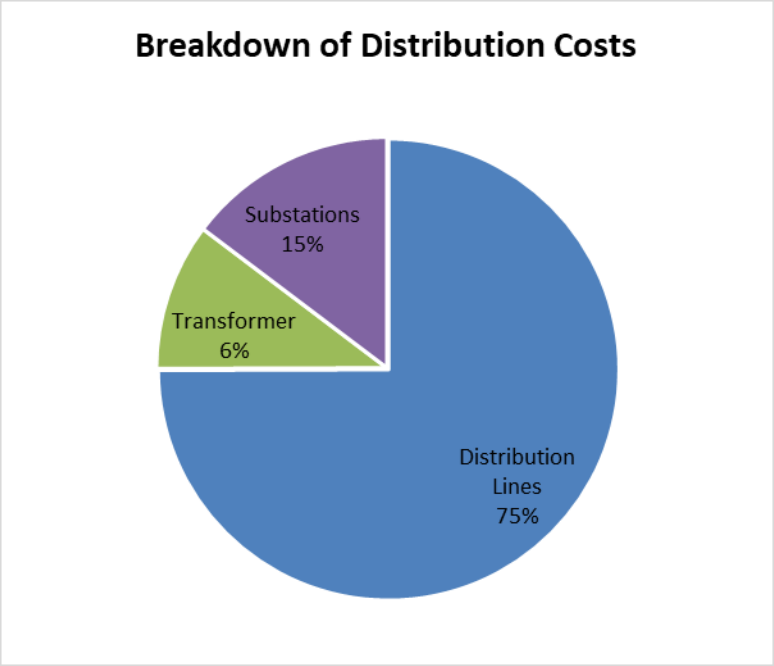


KPUB is projected to expend 68% of its total costs toward power supply from purchased power costs. Distribution-related costs are 24%, customer service amounts to 8%. These components are broken down into each of the subcomponents and are identified in the following sections.

Distribution Breakdown

As stated earlier, distribution rates consist of different components; total distribution-related costs of $10.2 million for 2018 are broken down into the main components listed below, substations, transformers, transmission, and distribution lines.

Graph Two – Breakdown of Distribution Costs

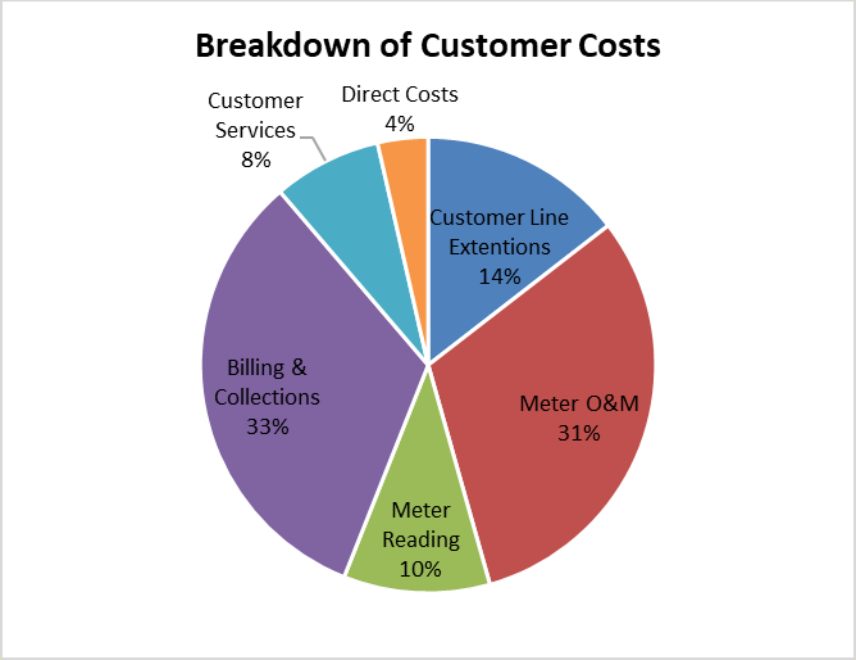


Each of these components are allocated to customer groups based on certain factors established in the study. These factors are based on the efficiency of each customer class and the time of day or the season the electricity is used. Other factors are also considered, such as the length of line extensions to reach certain customer classes. A complete list of allocators is included in the detailed section of this report.

Customer-Related Cost Breakdown

KPUB total expenses for customer-related costs are $3.7 million for 2018. The cost is broken down into the following components.

Graph Three – Breakdown of Customer Costs



Each cost is broken down by customer class and additional detail of the breakdown is included in the detailed analysis section of this report.

Power Supply Cost Breakdown

The table below identifies the average cost of providing power supply to customers of KPUB.

Table Eight - Power Supply Cost by Customer Class

	Summer		Winter	
Customer Class	Demand	Energy	Demand	Energy
Residential	0.0240	0.0335	0.0272	0.0357
Outdoor Area Lighting	-	0.0335	-	0.0358
Street Lighting	-	0.0335	-	0.0358
Commercial Service	10.09	0.0335	6.26	0.0359
Large Commercial Service Primary	9.34	0.0320	8.36	0.0346
Large Commercial Service Secondary	8.90	0.0335	7.97	0.0359
Contract Secondary	8.45	0.0335	7.62	0.0358
Contract Primary	7.80	0.0320	7.28	0.0347

Combined Cost Summary

The table below identifies the cost of service rates for each customer class. Charging these rates would directly match the cost of providing service to customers identified in this study; and are not recommended to be fully implemented in the first year. The study showed the Customer Charges need to be increased significantly in all classes. For example, the residential class identified a $14.88 monthly customer charge compared to the current charge of $5.26. Any future rate designs should be designed to moved slowly over time to work towards the cost to serve rate. The actual rate design will vary based on impacts to customers.

Table Nine – Total Costs by Customer Class

			Power Supply	
Customer Class	Customer Charge	Distribution Charges	Demand - kW	Energy - kWh's
Residential	14.88	0.0158		0.0609
Outdoor Area Lighting	3.45	0.0165		0.0350
Street Lighting	9.51	0.2087		0.0351
Commercial Service	30.66	6.85	7.62	0.0350
Large Commercial Service Primary	385.98	5.42	8.73	0.0336
Large Commercial Service Secondary	497.33	5.31	8.29	0.0350
Contract Secondary	166.27	4.87	7.91	0.0350
Contract Primary	273.97	4.42	7.48	0.0336

Significant Assumptions

This section outlines the procedures used to develop the cost of service and unbundling study for KPUB and the related significant assumptions.

Forecasted Operating Expenses

Forecasted expenses were based on actual 2016, YTD 2017 and Budget 2018. The table below is a summary of the expenses used in the analysis.

Actual and Projected Operating Expenses for 2016 – 2022

	Actual 2016	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022
Expenses							
Purchased Power	21,936,659	26,520,839	29,197,504	29,956,639	30,735,512	31,534,635	32,354,535
Distribution	2,614,566	2,661,628	2,720,184	2,790,908	2,863,472	2,937,922	3,014,308
Customer Accounting	824,902	839,750	858,224	880,538	903,432	926,921	951,021
Customer Service & Information	128,809	131,127	134,012	137,496	141,071	144,739	148,502
Administrative and Other	3,469,624	3,532,078	3,609,783	3,703,638	3,799,932	3,898,730	4,000,097
Franchise Fee - City of Ingram	25,161	25,161	25,161	25,161	25,161	25,161	25,161
Payment In-Lieu-of-Taxes	1,122,252	1,002,332	1,144,078	1,262,697	1,285,471	1,308,837	1,332,811
Depreciation & Amortization	2,801,802	2,945,148	3,297,633	3,618,703	3,828,875	4,023,287	4,184,773
Total O&M	**$ 32,923,774**	**$ 37,658,063**	**$ 40,986,578**	**$ 42,375,780**	**$ 43,582,926**	**$ 44,800,233**	**$ 46,011,209**

Load Data

Load data is one of the most critical components of a cost of service study. Information from billing statistics was combined with KPUB load data to determine usage patterns of each customer class.

Forecasted Sales Forecast

Forecasted sales were projected using 0% growth.

System Loss Factors

Losses occurring from the transmission and distribution of electricity can vary from year to year depending upon weather and system loading.

Revenue Forecast

The revenue forecast was based on 2016 usages adjusted for projected changes.

Capital Plan

The capital plan below was provided by KPUB

Projected Capital Improvements for 2018 – 2022

Fiscal Year	Projected Capital Improvement
2018	10,728,295
2019	5,325,210
2020	5,183,414
2021	4,537,150
2022	3,537,150

Recommendations

1) The cost of service study indicates current revenues are 2.2% below current revenue requirements and a rate adjustment is recommended for 2019 and beyond. The rate track indicates a 2.2% increase should be considered in 2019, with additional 2% adjustment in 2021. The actual rate track may differ as expenses and capital costs materialize throughout the projection period.

Fiscal Year	Projected Rate Adjustments	Projected Revenues	Projected Expenses	City Transfer (%)	City Transfer $	Adjusted Operating Income	Projected Cash Balances	Restricted Funds	Total Cash	Capital Improvements	Bond Issues	Debt Coverage Ratio
2017	0.00%	38,686,111	37,658,063	3.0%	1,002,332	1,028,048	13,540,439	7,386,792	20,927,231	6,151,650		9.98
2018	0.00%	42,640,076	40,986,578	3.0%	1,144,078	1,653,497	7,534,055	7,386,792	14,920,847	10,728,295	-	12.06
2019	2.20%	44,325,188	42,375,780	3.0%	1,262,697	1,949,409	7,517,478	7,386,792	14,904,270	5,325,210	-	13.39
2020	0.00%	45,104,061	43,610,706	3.0%	1,313,250	1,493,356	7,396,830	7,386,792	14,783,622	5,183,414	-	13.02
2021	2.00%	46,794,262	44,828,012	3.0%	1,336,616	1,966,250	8,588,541	7,386,792	15,975,333	4,537,150	-	14.30
2022	0.00%	47,614,162	46,065,721	3.0%	1,387,322	1,548,442	10,529,618	7,386,792	17,916,410	3,537,150	-	13.92
Recommended Target in 2018						**$ 2,582,720**	**$ 11,873,520**					**1.65**
Recommended Target in 2022						**$ 2,822,706**	**$ 12,476,995**					**1.65**

2) The cost of service study indicates that some customer classes are paying above cost of service and some below cost of service. It is recommended rates be designed with a plus or minus 2.0% bandwidth using the table below for guidance. The recommended rate adjustment for 2019 is 2.2%.

Customer Class	Cost of Service	Projected Revenues	% Change
Residential	$ 23,360,415	$ 22,776,298	3%
Outdoor Area Lighting	219,649	218,468	1%
Street Lighting	291,114	286,336	2%
Commercial Service	14,955,051	14,847,944	1%
Large Commercial Service Primary	544,238	553,746	-2%
Large Commercial Service Secondary	1,035,490	1,012,998	2%
Contract Secondary	2,234,939	2,038,832	10%
Contract Primary	378,218	355,270	6%
Total	**$ 43,019,115**	**$ 42,089,892**	**2.2%**

APPENDIX A

Rate Design Report Under Separate Cover

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

SUBJECT: City Council Minutes for the regular meetings held on August 14, 2018 and August 28, 2018, and the Council workshop held on August 21, 2018.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/2/2018

SUBMITTED BY: Cheryl Brown
Interim City Secretary

EXHIBITS: Minutes for August 14, 2018,
Councilmember Baroody's written requested changes for the August 14, 2018 minutes.

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?		Yes: ☐	No: ☒
Key Priority Area	N/A		
Guiding Principle	N/A		
Action Item	N/A		

SUMMARY STATEMENT:

There are two drafts for the minutes for the regular meeting held on August 14, 2018. Councilmember Baroody requested revisions to the minutes during the August 28, 2018 meeting. He emailed the attached revisions to the City Secretary's office. Upon review of the video of the meeting, there were additional comments made by Mr. Baroody that were not on his written revisions. The draft with Councilmember Baroody's requested revisions are marked as August 14, 2018 A; and the draft with the additional comments are marked as August 14, 2018 B. The strikeouts are ~~marked in red,~~ changes to the minutes are marked in blue, and underlined.
The added sentence in version B is highlighted in yellow.

RECOMMENDED ACTION:

Approve minutes.

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING AUGUST 14, 2018 A

On August 14, 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 at 701 Main Street. The invocation was offered by Sylvia McGinnis, followed by the Pledge of Allegiance led by City Secretary Brenda Glenn Craig.

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
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Guillermo Garcia	Executive Director of Strategic Initiatives
Drew Paxton	Director of Development Services
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:

3. PRESENTATIONS:

3A. Presentation to Brenda Craig, City Secretary, for her retirement after 37 years of service.

3B. Proclamation proclaiming August 15, 2018 as Guard Team Day and recognition of the Kerrville Competitive Lifeguard Team for their accomplishments, and for winning the State Lifeguard Championships.

3C. Recognition of the 2018 UIL Class 3A Girls State championship Golf Team from Ingram Tom Moore High School.

4. CONSENT AGENDA:

Ms. Sigerman moved for approval of consent agenda Items 4A-4E; Ms. Eychner seconded the motion and it passed 5-0:

4A. City Council minutes for the regular meetings held on June 12, June 26, July 10, and July 24, 2018; and the workshops held on June 19, and July 23, 2018, and the joint meeting with the Convention and Visitor's Bureau held on July 12, 2018, and the Employee Benefits Trust meeting held on July 24, 2018.

4B. Resolution No. 31-2018 designating the Kerrville Daily Times as the official newspaper for the City of Kerrville, Texas; providing authority for the city manager to act as may be appropriate; providing for an effective date; repealing Resolution No. 35-2017 and any other resolutions in conflict herewith.

4C. A user agreement with Global Spectrum, LP for use of the Hill Country Youth Event Center for the 2019 Daddy Daughter Dance to be held on February 16, 2018.

4D. Agreement with Premier Courts, LC, for resurfacing of tennis courts at the H-E-B Tennis Center, through the Texas Buy Board, in the amount of $57,304.

4E. Construction contract with Champion Infrastructure, Inc. for the 2018 Crack Seal project in an amount of $106,852.00.

END OF CONSENT AGENDA

5. PUBLIC HEARINGS:

5A. Public Hearing regarding the annexation of an approximate 5.335 acre tract of land, located within the William Watt Survey No. 65, Abstract No. 364, Kerr County, Texas, being generally located adjacent to State Highway 173, and part of the Comanche Trace Residential Subdivision, said tract also known as Comanche Trace Section 15; proposed zoning for the tract is Planned Development (Zoning) District to authorize single family residential. Item was deferred to a future meeting.

5B. Public hearing regarding the annexation of an approximate 3.669 acre tract of land, located within the J.D. Leavell Survey No. 1862, Abstract No. 1435, Kerr County, Texas; being known as 884 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District. Item was deferred to a future meeting.

5C. Public hearing regarding the annexation of an approximate 0.885 acre tract of land, being located within both the Jesus Hernandez Survey No. 548, Abstract No. 189 and the M.K. and T.E. Railway Co. Survey No. 1862, Abstract No. 1435, Kerr County, Texas, being known as 874 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District. Item was deferred to a future meeting.

5D. Public hearing regarding the annexation of an approximate 59.09 acre tract of land, located within both the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290, Kerr County, Texas; being generally located adjacent to State Spur 98 (Thompson Drive), addressed as 1515 Knapp Road S.), proposed zoning for the tract is 7-W Zoning District. Item was deferred to a future meeting.

6. PUBLIC HEARINGS AND ORDINANCES FIRST READING:

6A. Ordinance 2018-15 amending the City's "Zoning Code" by amending Article 11-I-3 "Definitions and Interpretations of Words and Phrases" and Articles 11-1-4 through 11-1-11 to amend the land use tables for various zoning districts to add "Parking Structure" and "Parking Lot, Stand Alone", as uses that are either permitted by right or as a conditional use within each specified district; containing a cumulative clause; containing a savings and severability clause; providing for a maximum penalty or fine of two thousand dollars ($2000.00); and ordering publication. Item was deferred to a future meeting.

6B. Public hearing, consideration and action, zoning change – public hearing, consideration and action concerning a zoning change request for 213, 215, 221 West Barnett Street, being lots 52, 53, and 54 Block 14 of Parsons Addition, from “R-1A” (single family residential district) to “PDD” (planned development district). Item was deferred to a future meeting.

7. ORDINANCE, SECOND AND FINAL READING

7A. Ordinance No. 2018-14 deleting Chapter 98, "Telecommunications," of the Code of Ordinances of the City of Kerrville, Texas; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to the subject.
Mr. Hayes read the ordinance by title. He noted there were no changes since first reading. The city did not have the authority to regulate telecommunications since 2005; therefore, he recommended Ordinance No. 2018-14 be approved.

Ms. Eychner moved for approval of Ordinance No. 2018-14 on second and final reading; Ms. Sigerman seconded the motion and it passed 5-0.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Interlocal Agreement for the provision of animal services and library services.
Mr. Baroody stated that the amendment proposed by the county did not affect the library services provided by the city. He suggested the issues of animal control and library be separated into two agreements and the two services not be tied together. The city had requested an increase in the hours of operation of animal control services and that animal control officers’ aid in handling animal control cases in municipal court without requiring a subpoena. The agreement was already in place and any modifications should not be entertained without prior approval of the city council. The city manager had been negotiating an amended agreement with the county, and he opined that any change to the existing agreement would be a change in policy, and city council sets policy. Also, the county had referred to running the animal control services according to

county codes; the city had codes pertaining to animal services, and the two codes overlapped. He requested that direction be given to the city manager that negotiations continue, and that the city and county codes be reviewed.

Mr. Baroody moved ~~that council formally authorize the city manager to begin to negotiate a contract amendment to the amendment with the goal to ensure the relevance and validity of current animal services issues as outlined in the City Charter.~~ that "council formally authorize the city manager to begin, I guess you'd say continue negotiations to amend the interlocal agreement with the goal of ensuring the relevance and validity of current city animal services issues as outlined in the City Charter Chapter 18 to make sure those are upheld."

Council also discussed:
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- Negotiations should go through the city manager. It was premature as nothing has come before council yet.
- The city manager will negotiate a contract amendment and bring a document to the city council.

Mr. Baroody stated the motion was not to adopt an agreement. He opined that as it is, the city manager did not have authority to negotiate a contract amendment as that was setting policy.

Mr. Voelkel seconded the motion and it failed 2-3 with Councilmembers Baroody and Voelkel voting in favor of the motion; and Councilmembers Blackburn, Eychner and Sigerman voting against the motion.

8B. A Joint Resolution No. 1-2018 of the City Council for the City of Kerrville, Texas, and Kerrville Public Utility Board wherein the city council authorizes the city manager to enter into a solar energy ground lease for the use of the city property; that KPUB acknowledges the lease and that the city will assign its rights under and management of the lease to KPUB; and that such property will be used to install, maintain, and operate a solar-powered electrical energy generating facility.
Mr. Hoppe noted KPUB proposed leasing 11 acres of city property on Spur 100 for 20 years. KPUB would contract with a solar developer to install, operate, and own the on-site solar energy system to generate power. KPUB would contract with the provider to purchase all power generated; the provider would sell power exclusively to KPUB. The solar power would help reduce KPUB's peak demand periods and result in lower electric rates for the city; the initial annual reduction in transmission costs was estimated at $208,000. The property lease would provide an annual revenue stream estimated to be $14,619, and the estimated annual savings to the city would be $30,714. Also, the city would not use the area designated in the landfill for more than 35 years.

Mayor Blackburn noted he currently served on the KPUB Board, but had not voted on the concept; however, Former Mayor White voted three times to support this project.

Ms. Eychner moved to approve Resolution 1-2018 and authorize the city manager to enter into the solar agreement. Mr. Baroody seconded the motion and it passed 5-0.

8C. Fiscal Year 2019 (FY2019) budget for the City of Kerrville, Texas Economic Improvement Corporation (EIC).
Mr. Hoppe noted that EIC approved their FY2019 budget on July 15, and revenues were projected to exceed expenditures by $31,365. The EIC budget allocated $3,482,686 for the following expenditures:
- Administrative: $370,500, included $140,000 contribution to the Kerrville Economic Development Corporation; $180,000 administrative services fee to the city; and $50,000 one-time transfer to create a set-aside fund for things such as economic development consultant studies or outside professional consultants.
- Business Development: $500,000 set-aside.
- Quality of Life: $1,362,186, included debt service payments for river trail and athletic complex projects; net set-aside item at $250,000.
- Public Infrastructure: $1,250,000, included $250,000 for workforce housing project; $1,000,000 for the Legion lift station project.

Council also discussed the following:
- Were any funds allocated for taking over property? Mr. Hoppe noted there had been no discussions regarding any condemnation. Mr. Baroody noted in fact discussion had occurred at the July EIC meeting when he relayed the following, "The comment was made by one of the EIC members…I believe he said, it's his feeling that 'if you've got some rundown housing on, that's residing on infrastructure the City might want to create a program to take that over.'"
- Since EIC had a significant reserve, and the Legion lift station project was considered to be an economic development project, more money should be allocated to Legion Lift Station to reduce the money the city was borrowing for the project. Mr. Hoppe noted that EIC funded a portion of the project that was attributable to increased capacity for economic development. Mr. McDaniel noted the total Legion Lift Station project was estimated at $9-10M and the EIC/Council had already approved the funding agreement.

Mr. McDaniel noted that to use any funds, EIC must first have a funding agreement with City Council.

Council allowed the following person to speak:
1. Peggy McKay noted the economic development portion of the EIC budget through 2023 was $4.5M and questioned if funds were available for any economic project that might come up, and did EIC have any project in mind. She questioned if EIC was funding the proportionate amount of the LLS project, noting the Loop 534 and Peterson Farm Road projects in the past could not be developed without the LLS project.

Ms. Eychner moved to approve the FY2019 EIC budget; Ms. Sigerman seconded the motion and it passed 5-0.

8D. Presentation of the Kerrville Economic Development Corporation (KEDC) and funding request to also include business plan and budget.
Mike Whittler, President of the KEDC Board, and Walt Koenig, Executive Director of the Chamber of Commerce (C of C), presented the KEDC FY2019 budget and business plan. The KEDC partnership with the Kerrville C of C would continue to maintain separate boards, budgets, and staffing. The chamber would provide services to KEDC through a one year agreement, including providing free office space; however, either party could exit the partnership if necessary. The FY2019 budget assumed the same allocations as last year: $140,000 from EIC, $24,500 each from the City, County, and KPUB; the FY2019 budget would be the same as FY2018.

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Council discussed creating benchmarks for the metrics that define success.

Ms. Sigerman moved to direct staff to create a new services agreement that would include a few things that would satisfy Councilmember Baroody later. Ms. Eychner seconded the motion and it passed 5-0.

Mr. Baroody clarified that council had directed staff to enter into negotiations for a new funding agreement. Mayor Blackburn affirmed.

8E. Official presentation of the FY2019 Proposed Budget and Resolution No. 32-2018 setting the proposed 2018 tax year ad valorem tax rate and calling a public hearing prior to the adoption of the FY2019 budget.
Mr. McDaniel noted the effective tax rate was higher than the proposed tax rate and discussed the following:
-Noted major improvements and projects in the FY2019 budget.
-General Fund and Water and Sewer Fund exceeded reserve policy requirements.
-General, Water and Sewer and Water and Sewer capital projects were 79% of spending in the FY2019 budget.
GENERAL FUND:
-Balanced budget with $27.2M in revenues and expenditures.
-Property tax and sales tax contributed 61% of revenue.
Property tax rate proposed to be unchanged at $0.5514 per $100 of assessed value, which was LOWER than the effective tax rate of $0.5538. The assessed value increased 2.2%, and the net taxable value increased 1.5%; this was the smallest increase in five years.
-Sales tax FY2019 proposed budget was a 2.6% increase over FY2018. August 2018 sales tax was up 5.5% compared to August 2017.
-EMS revenue included $200K for ambulance supplemental payment program.
-Street use fee increased from 2% to 3% of water and sewer revenue with additional 1% ($126K) going directly to street paving budget.

-Ending reserve balance projected at 26.2%.
-General fund proposed expenditures projected at $27.2M.
-Public safety and streets were 63.1% of expenditures.
-Salary and pay plan adjustments for public safety to address compression and market competitiveness.
-Added six new positions: 4 in parks (created a new position, tourism and event coordinator to be partially funded by HOT tax); 1 engineering; and 1 project manager in general operations.
-Development services department split into a separate fund.

GENERAL CAPITAL PROJECTS FUND:
-General fund capital projects included: tennis center renovation, $1.5M funded by EIC; downtown and garage streetscape improvements, $765K funded by EIC; landfill expansion permitting, $181K; development services software, $79K; public safety complex study, $150K; rewrite of development codes, $300K; enclose clock tower elevator, $210K; drainage master plan, $200K; and pavement master plan, $100K.

GENERAL ASSET REPLACEMENT FUND:
-General fund vehicle asset replacement included: pumper truck, $650K; 2 ambulance box remounts; $149K each; 2 vehicles for fire $87K both; 3 patrol vehicles, $36K each; 2 parks maintenance trucks, $30K each; 1 streets truck, $30K; 1 building services truck, $27K.
-General fund asset replacement, equipment expenditures included: one automated chest compression device for EMS, $20K; one mower and one top-dresser for Kerrville Sports Complex, $55K; 2 mowers and one cart for Kerrville-Schreiner Park, $25K; and 2 servers and a wireless controller, $41K.

GENERAL DEBT SERVICE FUND:
-Debt service model presented for FY2019 through FY2028. No tax rate increase anticipated to cover debt.
-Potential bond election in May 2019.

WATER AND SEWER FUND/WATER AND SEWER CAPITAL PROJECTS/WATER AND SEWER ASSET REPLACEMENT FUND:
-Balanced budget with $12.5M revenue and expenditures.
-Volumetric rate increases of 4% for water and 2% for sewer.
-Full year of estimated revenues from new reuse customers.
-New debt service for Legion lift station loan from Texas Water Development Board (TWDB).
-Legion lift station expansion estimated at $9.85M; funded by $2M from EIC and remainder funded by debt from TWDB.
-Trihalomethane (TTHM) mitigation estimated at $4.1M funded with TWDB debt.
-Included $1.8M for other capital projects: rehabilitate water reclamation oxidation ditch, rehabilitate water production clarifier, potential new well, wastewater master plan update, additional system looping, and long range water plan.
-Vehicle replacement for water and sewer department totaled $496,600.

-One new position to water distribution.
-$250K contingency for large repairs, if needed.
-Included 3% street use fee transfer to general fund.

GOLF FUND:
-Proposed $200K FY2018 transfer to reset negative cash balance position.
-FY2019 included: $80K transfer ($70K from general fund and $10K from HOT); additional Toro equipment under new lease; over-seeding of greens; net replacements; and drainage improvements.

HOTEL OCCUPANCY TAX AND HOT RESERVE FUNDS:
-FY2019 included: Convention and Visitors Bureau, $942K (3% increase); Arts Coop (CVB), $60K; 4th on the River, Festival of the Arts, Triathlon, $25K each; Playhouse 2000, $50K for operations and $50K grant match; events coordinator, $25K; golf tournaments, $10K; and contingency, $101K.
-Fund balance in both funds earmarked for tourism facilities.

Ms. Eychner moved to adopt Resolution No. 32-2018 setting forth the ad valorem tax rate to be considered for adoption for the 2018 tax year and calling a public hearing prior to the adoption of the fiscal year 2019 budget as required by both the City Charter and state law. Ms. Sigerman seconded the motion and it passed 5-0.

8F. Resolution No. 34-2018 creating the City of Kerrville Code Review Committee (CRC) pursuant to the City's adoption of the Kerrville 2050 Comprehensive Plan.
Mr. McDaniel recommended creating a citizens committee to review development topics: zoning, landscape and tree preservation, signs, short-term rentals, subdivisions, park dedications, sidewalks, night sky, water conservation, and other topics cited in the Kerrville 2050 Comprehensive Plan related to development. A consultant would be hired in October and the CRC should be in place before then. He recommended adopting the resolution now and each councilmember appoint three persons to the CRC. The resolution calls for: all appointees to be residents of Kerrville; at least one of each councilmember's appointees be a member of the steering committee or a subcommittee; and the mayor appoint the chair. Councilmembers should submit their appointees to him by the end of August. He proposed the CRC have their first meeting in September.

- Set the meeting time now so potential appointees would know what time they were expected to attend.
- Not all appointees should be required to be residents of the city because subdivision regulations extend into the extraterritorial jurisdiction.

Mr. Baroody moved to approve Resolution No. 34-2018, creating the code review committee, with two amendments: 1) Requirement that persons selected from the steering committee or a subcommittee may live within the extraterritorial jurisdiction; all other members be required to live within the city limits; 2) time of meetings be set at 4:00 p.m. Mr. Voelkel seconded the motion and it passed 5-0.

8G. City Council Procedural Rules for Meetings and Ethics Policy.
Ms. Sigerman rescinded her previous recommendation to amend the ethics policy as presented on July 24, but would like to have a workshop to review council policies and procedures and the city ethics policy at a later date, possibly early 2019. The purpose would be to review what the city has now, but not with the intent of making changes. The purpose of the workshop would be to discuss and have a understanding as a group what the policies are, and how to have productive meetings.

Ms. Sigerman moved to set a workshop in the future to discuss the ethics policy and the rules and procedures policy. Ms. Eychner seconded the motion.

Mr. Baroody stated if council was not expecting to make changes, why have a meeting. He read and understood the policies and suggested each councilmember read them and if they have questions then come to a workshop.

The motion passed 4-1 with Councilmembers Sigerman, Eychner, Blackburn, and Voelkel voting in favor of the motion; and Councilmember Baroody voting against the motion but said he would attend.

9. CITY MANAGER'S REPORT: None

10. ITEMS FOR FUTURE AGENDAS
Mr. Baroody suggested three items: 1) Ownership of Tivy Mountain; 2) Repair of railing at the downtown pavilion; 3) Memorial Park at Water and Broadway, flag be replaced and what was stated on the plaques that used to be on the benches. Mr. McDaniel stated that staff would respond to the questions.

11. EXECUTIVE SESSION: None.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY: None.

ADJOURNMENT: The meeting adjourned at 8:57 p.m.

APPROVED: _____ _____
ATTEST: Bill Blackburn, Mayor

_____
Brenda G. Craig, City Secretary

CITY COUNCIL MINUTES KERRVILLE, TEXAS
REGULAR MEETING AUGUST 14, 2018 B

On August 14, 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 at 701 Main Street. The invocation was offered by Sylvia McGinnis, followed by the Pledge of Allegiance led by City Secretary Brenda Glenn Craig.

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
David Knight	Police Chief
Stuart Cunyus	Public Information Officer
Dannie Smith	Fire Chief
Guillermo Garcia	Executive Director of Strategic Initiatives
Drew Paxton	Director of Development Services
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:

3. PRESENTATIONS:

3A. Presentation to Brenda Craig, City Secretary, for her retirement after 37 years of service.

3B. Proclamation proclaiming August 15, 2018 as Guard Team Day and recognition of the Kerrville Competitive Lifeguard Team for their accomplishments, and for winning the State Lifeguard Championships.

3C. Recognition of the 2018 UIL Class 3A Girls State championship Golf Team from Ingram Tom Moore High School.

4. CONSENT AGENDA:

Ms. Sigerman moved for approval of consent agenda Items 4A-4E; Ms. Eychner seconded the motion and it passed 5-0:

4A. City Council minutes for the regular meetings held on June 12, June 26, July 10, and July 24, 2018; and the workshops held on June 19, and July 23, 2018, and the joint meeting with the Convention and Visitor's Bureau held on July 12, 2018, and the Employee Benefits Trust meeting held on July 24, 2018.

4B. Resolution No. 31-2018 designating the Kerrville Daily Times as the official newspaper for the City of Kerrville, Texas; providing authority for the city manager to act as may be appropriate; providing for an effective date; repealing Resolution No. 35-2017 and any other resolutions in conflict herewith.

4C. A user agreement with Global Spectrum, LP for use of the Hill Country Youth Event Center for the 2019 Daddy Daughter Dance to be held on February 16, 2018.

4D. Agreement with Premier Courts, LC, for resurfacing of tennis courts at the H-E-B Tennis Center, through the Texas Buy Board, in the amount of $57,304.

4E. Construction contract with Champion Infrastructure, Inc. for the 2018 Crack Seal project in an amount of $106,852.00.

END OF CONSENT AGENDA

5. PUBLIC HEARINGS:

5A. Public Hearing regarding the annexation of an approximate 5.335 acre tract of land, located within the William Watt Survey No. 65, Abstract No. 364, Kerr County, Texas, being generally located adjacent to State Highway 173, and part of the Comanche Trace Residential Subdivision, said tract also known as Comanche Trace Section 15; proposed zoning for the tract is Planned Development (Zoning) District to authorize single family residential. Item was deferred to a future meeting.

5B. Public hearing regarding the annexation of an approximate 3.669 acre tract of land, located within the J.D. Leavell Survey No. 1862, Abstract No. 1435, Kerr County, Texas; being known as 884 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District. Item was deferred to a future meeting.

5C. Public hearing regarding the annexation of an approximate 0.885 acre tract of land, being located within both the Jesus Hernandez Survey No. 548, Abstract No. 189 and the M.K. and T.E. Railway Co. Survey No. 1862, Abstract No. 1435, Kerr County, Texas, being known as 874 Farm to Market Road 783 (Harper Highway); proposed zoning for the tract is the Gateway Zoning District. Item was deferred to a future meeting.

5D. Public hearing regarding the annexation of an approximate 59.09 acre tract of land, located within both the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290, Kerr County, Texas; being generally located adjacent to State Spur 98 (Thompson Drive), addressed as 1515 Knapp Road S.), proposed zoning for the tract is 7-W Zoning District. Item was deferred to a future meeting.

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-Ending reserve balance projected at 26.2%.
-General fund proposed expenditures projected at $27.2M.
-Public safety and streets were 63.1% of expenditures.
-Salary and pay plan adjustments for public safety to address compression and market competitiveness.
-Added six new positions: 4 in parks (created a new position, tourism and event coordinator to be partially funded by HOT tax); 1 engineering; and 1 project manager in general operations.
-Development services department split into a separate fund.

GENERAL CAPITAL PROJECTS FUND:
-General fund capital projects included: tennis center renovation, $1.5M funded by EIC; downtown and garage streetscape improvements, $765K funded by EIC; landfill expansion permitting, $181K; development services software, $79K; public safety complex study, $150K; rewrite of development codes, $300K; enclose clock tower elevator, $210K; drainage master plan, $200K; and pavement master plan, $100K.

GENERAL ASSET REPLACEMENT FUND:
-General fund vehicle asset replacement included: pumper truck, $650K; 2 ambulance box remounts; $149K each; 2 vehicles for fire $87K both; 3 patrol vehicles, $36K each; 2 parks maintenance trucks, $30K each; 1 streets truck, $30K; 1 building services truck, $27K.
-General fund asset replacement, equipment expenditures included: one automated chest compression device for EMS, $20K; one mower and one top-dresser for Kerrville Sports Complex, $55K; 2 mowers and one cart for Kerrville-Schreiner Park, $25K; and 2 servers and a wireless controller, $41K.

GENERAL DEBT SERVICE FUND:
-Debt service model presented for FY2019 through FY2028. No tax rate increase anticipated to cover debt.
-Potential bond election in May 2019.

WATER AND SEWER FUND/WATER AND SEWER CAPITAL PROJECTS/WATER AND SEWER ASSET REPLACEMENT FUND:
-Balanced budget with $12.5M revenue and expenditures.
-Volumetric rate increases of 4% for water and 2% for sewer.
-Full year of estimated revenues from new reuse customers.
-New debt service for Legion lift station loan from Texas Water Development Board (TWDB).
-Legion lift station expansion estimated at $9.85M; funded by $2M from EIC and remainder funded by debt from TWDB.
-Trihalomethane (TTHM) mitigation estimated at $4.1M funded with TWDB debt.

-Included $1.8M for other capital projects: rehabilitate water reclamation oxidation ditch, rehabilitate water production clarifier, potential new well, wastewater master plan update, additional system looping, and long range water plan.
-Vehicle replacement for water and sewer department totaled $496,600.
-One new position to water distribution.
-$250K contingency for large repairs, if needed.
-Included 3% street use fee transfer to general fund.

GOLF FUND:
-Proposed $200K FY2018 transfer to reset negative cash balance position.
-FY2019 included: $80K transfer ($70K from general fund and $10K from HOT); additional Toro equipment under new lease; over-seeding of greens; net replacements; and drainage improvements.

HOTEL OCCUPANCY TAX AND HOT RESERVE FUNDS:
-FY2019 included: Convention and Visitors Bureau, $942K (3% increase); Arts Coop (CVB), $60K; 4th on the River, Festival of the Arts, Triathlon, $25K each; Playhouse 2000, $50K for operations and $50K grant match; events coordinator, $25K; golf tournaments, $10K; and contingency, $101K.
-Fund balance in both funds earmarked for tourism facilities.

Ms. Eychner moved to adopt Resolution No. 32-2018 setting forth the ad valorem tax rate to be considered for adoption for the 2018 tax year and calling a public hearing prior to the adoption of the fiscal year 2019 budget as required by both the City Charter and state law. Ms. Sigerman seconded the motion and it passed 5-0.

8F. Resolution No. 34-2018 creating the City of Kerrville Code Review Committee (CRC) pursuant to the City's adoption of the Kerrville 2050 Comprehensive Plan.
Mr. McDaniel recommended creating a citizens committee to review development topics: zoning, landscape and tree preservation, signs, short-term rentals, subdivisions, park dedications, sidewalks, night sky, water conservation, and other topics cited in the Kerrville 2050 Comprehensive Plan related to development. A consultant would be hired in October and the CRC should be in place before then. He recommended adopting the resolution now and each councilmember appoint three persons to the CRC. The resolution calls for: all appointees to be residents of Kerrville; at least one of each councilmember's appointees be a member of the steering committee or a subcommittee; and the mayor appoint the chair. Councilmembers should submit their appointees to him by the end of August. He proposed the CRC have their first meeting in September.

- Set the meeting time now so potential appointees would know what time they were expected to attend.
- Not all appointees should be required to be residents of the city because subdivision regulations extend into the extraterritorial jurisdiction.

Mr. Baroody moved to approve Resolution No. 34-2018, creating the code review committee, with two amendments: 1) Requirement that persons selected from the

steering committee or a subcommittee may live within the extraterritorial jurisdiction; all other members be required to live within the city limits; 2) time of meetings be set at 4:00 p.m. Mr. Voelkel seconded the motion and it passed 5-0.

8G. City Council Procedural Rules for Meetings and Ethics Policy.
Ms. Sigerman rescinded her previous recommendation to amend the ethics policy as presented on July 24, but would like to have a workshop to review council policies and procedures and the city ethics policy at a later date, possibly early 2019. The purpose would be to review what the city has now, but not with the intent of making changes. The purpose of the workshop would be to discuss and have a understanding as a group what the policies are, and how to have productive meetings.

Ms. Sigerman moved to set a workshop in the future to discuss the ethics policy and the rules and procedures policy. Ms. Eychner seconded the motion.

Mr. Baroody stated if council was not expecting to make changes, why have a meeting. He read and understood the policies and suggested each councilmember read them and if they have questions then come to a workshop.

The motion passed 4-1 with Councilmembers Sigerman, Eychner, Blackburn, and Voelkel voting in favor of the motion; and Councilmember Baroody voting against the motion but said he would attend.

9. CITY MANAGER'S REPORT: None

10. ITEMS FOR FUTURE AGENDAS
Mr. Baroody suggested three items: 1) Ownership of Tivy Mountain; 2) Repair of railing at the downtown pavilion; 3) Memorial Park at Water and Broadway, flag be replaced and what was stated on the plaques that used to be on the benches. Mr. McDaniel stated that staff would respond to the questions.

11. EXECUTIVE SESSION: None.

12. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY: None.

ADJOURNMENT: The meeting adjourned at 8:57 p.m.

APPROVED:_____ _____
ATTEST: Bill Blackburn, Mayor

_____
Brenda G. Craig, City Secretary

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

SUBJECT: Authorize the execution of a professional services agreement with 6S Engineering, Inc. for the Pavement Master Plan Update in the amount of $88,800.00.

AGENDA DATE OF: 10/9/2018 **DATE SUBMITTED:** 10/1/2018

SUBMITTED BY: Kyle Burow, Director of Engineering

EXHIBITS: 6S - Pavement Management Plan Scope and Fee

Expenditure Required:	Current Balance in Account:	Amount Budgeted:	Account Number:
$88,800.00	$100,000.00	$100,000.00	70-7000-3125 **Project #:** 70-19002

PAYMENT TO BE MADE TO: 6S Engineering, Inc.

Kerrville 2050 Item?	**Yes:** ☒	**No:** ☐
Key Priority Area	M - Mobility/Transportation	
Guiding Principle	M4 - Place a high priority on the maintenance of existing streets	
Action Item	M4.1 Update the City's Pavement Management Plan	

SUMMARY STATEMENT:

In 2015, the City of Kerrville hired Fugro to inspect the City of Kerrville's street system, consisting of over 140 centerline miles, and develop a five and ten year prioritized capital improvement plan. The plan implemented maintenance and rehabilitation practices for the street system through slurry seal, crack seal, overlay, and full reconstruction of streets based on the best repair method for the type of failures found. After nearly three years of implementation, approximately 2/3 of the crack seal segments, 100% of the slurry seal and overlay segments, and approximately 40% of the reconstruction segments have been completed to date. The Year 3 crack seal is scheduled to be completed this winter which will bring the crack seal maintenance complete to date.

As part of the adopted FY19 budget, an update to the Pavement Master Plan is scheduled to reassess the current street conditions and maintenance practices. Staff, along with 6S Engineering, will evaluate the current street condition assessment gathered for each street to analyze the effectiveness of the current street repair methods, degradation of street segments compared to the initial report, and develop a future budget and maintenance plan to be presented to City Council.

RECOMMENDED ACTION:

Authorize the execution of a professional services agreement with 6S Engineering, Inc.

PROFESSIONAL SERVICES AGREEMENT

[FIRM: 6S Engineering, Inc. | PROJECT-SERVICES: Pavement Master Plan]

THIS AGREEMENT is entered into the _____ day of _____, 2018 ("Effective Date"), by and between the **CITY OF KERRVILLE, TEXAS** ("CITY") and **6S Engineering, Inc.**, ("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** and all other professional services reasonably inferable from **Exhibit A** and necessary 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 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 "Design 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 Design 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 Design Documents and shall notify CONSULTANT of any design fault or defect in the Services or Design 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 Kyle Burow, Director of Engineering, (830) 258-1410 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 **$88,800.00**.

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 Design Documents to CITY for approval. All Design Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Design Documents, together with any necessary supporting documents, to CITY and CITY has unlimited rights, for the benefit of CITY, in all Design Documents, including the right to use same on any other work of CITY without additional cost to CITY. If CITY uses the Design 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 Design 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 Design 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 Design 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 ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are 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 Design 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 CONSULTANTS' 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, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. 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 Design 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.

XII. 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 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, at the expense of CONSULTANT.

XIII. MISCELLANIOUS 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 personal 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. 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:

6S Engineering, Inc.
BY: JessW. Swaim, P.E.
TITLE: Vice President
ADDRESS: P.O. Box 689
Pleasanton, Texas 78064
jswaim@6s-engineering.com

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

OWNER
THE CITY OF KERRVILLE

BY: _____
NAME: Mark L. McDaniel,
TITLE: City Manager

CONSULTANT
6S ENGINEERING, INC.

BY: _____
NAME: Jess W. Swaim,
TITLE: Vice President

ATTEST:

_____
Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

APPROVED AS TO CONTENT:

_____
Kyle Burow, Director of Engineering

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Engineering, Inc.

September 27, 2018

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attn: Mr. Kyle Burow, P.E., Director of Engineering

Regarding: Pavement Management Support
6S Project No. 2018-004-06

Dear Mr. Burow:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as a pavement management study for the city.

PROJECT DESCRIPTION:

6S will provide a pavement management study for the city and will coordinate with the City Engineer and Director of public works to develop a 3-year reconstruction, rehabilitation and maintenance plan based on the pavement study. It is anticipated that the pavement study will include up to 175 centerline miles of roadway.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Management & Coordination

- Project Start-up- 6s may meet with the City Engineer and Director of Public works several times within the scope of the project. This segment of the project includes initial budgeting and setup for the project.

Pavement Evaluation

- 6S will utilize Fugro USA Land Inc. to provide a pavement management study for the City. The scope and fee for the attached sub-consultant services is attached.

Roadway Budget Planning

- 6S will utilize the report provided by Fugro and pavement condition scores to plan a 3-year road maintenance, rehabilitation and reconstruction list. The projects to be included will be discussed and reviewed with City Engineering and maintenance staff.

P.O Box 689, Pleasanton, Texas 78064
TBPE F-18435
t 210.775.8003
jswaim@6s-engineering.com

- The City will provide the annual budget amount to be budgeted for within each year and will note streets that may have more priority outside of physical pavement condition index (PCI).
- After the base streets are selected to be included in each calendar year a maximum of 5% of streets may be replaced in the list one time for cost estimation and inclusion.
- A 6S engineer may spend up to 6 hours driving specific city streets that are of concern. The 6 hours would be spent as a combination of no more than two separate visits.

Cost Estimating:

- Basic opinions of probable construction cost will be provided for each short list of streets for each year. Every street within the city will not have an estimated cost from 6S.
- The cost estimates completed will be on the square foot or square yard basis using a general opinion of unit priced developed by the engineer. It is understood that as each budget year progresses a current and detailed opinion of construction cost will be developed by others.
- The estimates may be for slurry seal, crack seal, full depth reclamation and reconstruction.
- Estimates for reconstruction will not include information for drainage or subsurface systems. The basis of the study is primarily based on roadway condition.

GIS Mapping:

- 6S will provide a pdf for each budget year and the streets anticipated to be completed within that year and the given maintenance or reconstruction effort. These methods will be color coded.

Exclusions:

- Design Plans / Bid Phase Services
- Traffic Impact Analysis
- As-Built Documentation
- Construction Inspection/Administration
- Survey Services

OWNER'S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with the street listing and corresponding lengths of streets.

PERIOD OF DESIGN SERVICE:

Seven (7) months from notice to Proceed

PAYMENTS TO ENGINEER:

6S proposes the following lump sum fees for the above referenced services:

Management (6S)	$3,500.00
Pavement Evaluation (FUGRO):	$65,000.00
Roadway Budget Planning(6S):	$5,200.00
Cost Estimating (6S):	$7,000.00
GIS Mapping(6S):	$6,500.00
Expenses & Mileage (6S)	$1,000.00
QA/QC (6S)	$600.00

Total Project Cost (Lump Sum): $88,800.00

Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,

Jess W. Swaim

Jess W. Swaim, P.E.
Vice President

ACCEPTED:
Signature: _____
Name: _____
Title: _____
Date: _____

6S Engineering, Inc.
Attachment "A" – Terms and Conditions

1. **AUTHORIZATION TO PROCEED**
Signing this Agreement shall be construed as express authorization by CLIENT for 6S to proceed with the work, unless otherwise provided for in the Agreement.

2. **USE OF DOCUMENTS**
All documents produced by 6S under this Agreement shall be considered "Instruments of Service" for which 6S retains the copyright. Notwithstanding the foregoing, 6S grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement~~. Should CLIENT use any documents in circumstances in which 6S is no longer involved in the Project, the CLIENT shall defend and indemnify 6S on account of any such use and any claims made arising out of any modifications or changes to any such documents~~.
Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by 6S only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. **STANDARD OF CARE**
6S shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and 6S shall have no liability or obligation with respect thereto.

4. **COST ESTIMATES**
Any cost estimates provided by 6S will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, 6S cannot and does not warrant that b6S or ultimate construction costs will not vary from these cost estimates.

5. **PAYMENT TO 6S**
Monthly invoices will be issued by 6S for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. **DIRECT EXPENSES**
Certain expenses incurred by 6S in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside 6S's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by 6S.

7. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for 6S's administrative costs, as provided for in this Agreement.

8. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by 6S if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

~~9. **SALES TAX**~~
~~In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.~~

10. **SUSPENSION/TERMINATION**
When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. 6S shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or 6S may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay 6S in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. **LIMITATION OF LIABILITY**
6S's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.
To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.

~~12. **MEDIATION**~~
~~All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or 6S may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.~~

13. **LITIGATION**
This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. **SURVEYING SERVICES**
In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

~~15. **SEVERABILITY**~~
~~In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.~~