

KERRVILLE CITY COUNCIL AGENDA
REGULAR COUNCIL MEETING, OCTOBER 23, 2018, 6:00 PM
CITY HALL COUNCIL CHAMBERS
701 MAIN STREET, KERRVILLE, TEXAS

CALL TO ORDER

INVOCATION:

Offered by Councilmember Vincent Voelkel

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ANNOUNCEMENTS:

- 1.A Items of Interest to the Community.
- 1.B Report to the Council with regard to flood damages.

2. VISITORS/CITIZENS FORUM:

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

3. PRESENTATIONS:

- 3.A Certificate of Recognition for Roger Lampman on his retirement from Kerrville Fire Department.

Attachments:

[Certificate of Recognition Roger Lampman.pdf](#)

- 3.B Proclamation declaring October 2018 as Domestic Violence Awareness Month.

Attachments:

[Domestic Violence Awareness Month Proclamation.pdf](#)

4. CONSENT AGENDA:

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

- 4.A Minutes of the regular meeting of the City Council held on October 9, 2018.

Attachments:

[2018 1009.docx](#)

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 19, 2018 at 6:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

4.B Resolution No. 44-2018 amending the City of Kerrville Fee Schedule by adopting a waiver for the parade permit fee and deposit for each annual Veterans Day Parade.
Attachments:

[AB VA parade fee waiver.docx](#)

[Resolution No. 44-2018.pdf](#)

END OF CONSENT AGENDA

5. ORDINANCE, FIRST READING

5.A Ordinance No. 2018-32 amending Chapter 2, "Administration," Article IV "Boards and Commissions" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Section 2-91, to create a Senior Services Advisory Committee; providing the functions of said committee; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.

Attachments:

[AB_Senior Advisory Committee.docx](#)

[Ordinance No. 2018-32.pdf](#)

6. ORDINANCES, SECOND READING:

6.A Ordinance No. 2018-25, 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, with 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.

Attachments:

[AB_Comanche_Trace_Ph_15-annexation-1st_reading.docx](#)

[Ordinance No. 2018-25 with exhibits.pdf](#)

6.B 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.

Attachments:

[AB_884-Harper_Rd-annexation-1st_reading.docx](#)

[Ordinance 2018-26 with exhibits.pdf](#)

6.C 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.

Attachments:

[AB_874-Harper_Rd-annexation-1st_reading.docx](#)

[Ordinance No. 2018-27 with exhibits.pdf](#)

6.D Ordinance No. 2018-23, 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.

Attachments:

[AB_58.74_ac_Thompson_Dr_ annexation-1st_reading.docx](#)

[Ordinance No. 2018-23 with exhibits.pdf](#)

6.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 No. 2018-28.pdf](#)

[Sanchez Barber Shop attachments.pdf](#)

[Sanchez Barber Shop facade_print.jpg](#)

6.F 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.

Attachments:

[AB Ordinance 2018-29 Conveyance of property.docx](#)

[Ordinance No. 2018-29 with exhibits.pdf](#)

6.G Ordinance No. 2018-31, 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_Second_Reading_FY2018_Budget_Amendment.docx](#)

[Ordinance No. 2018-31.pdf](#)

[Attachment A - Budget Amendment Detail.pdf](#)



6.H 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 with exhibits.pdf](#)

7. CONSIDERATION AND POSSIBLE ACTION:

7.A Interlocal agreement with South Central Planning and Development Commission for development services software.

Attachments:

[AB_MyPermitNow-agreement_2.docx](#)

7.B Resolution No. 43-2018 approving the updated Kerrville River Trail Master Plan.

Attachments:

[AB_Resolution_Appoving_Updated_River_Trail_Master_Plan.docx](#)

[Resolution No. 43-2018.pdf](#)

[River Trail Master Plan Updated 2018.pdf](#)



7.C Interlocal Agreement with Kerr County for Library and Animal Services.

Attachments:

[AB_ILA_Kerr County.docx](#)

[ILA with Kerr County.pdf](#)

8. CITY MANAGER'S REPORT

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

9. ITEMS FOR FUTURE AGENDAS

10. EXECUTIVE SESSION:

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

Section 551.074

10.A Annual City Attorney evaluation.

10.B Annual City Manager evaluation.

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

ADJOURNMENT.

Certificate of Recognition

Is hereby presented to

Roger Lampman, Jr.

For 33 years of service to the citizens of the City of Kerrville,
and the City Fire Department.

Congratulations on his service since December 03, 1984.

Hereunto set my hand and caused the
Seal of the City of Kerrville to be affixed
hereto, the 23 day of October, 2018.




Mark L. McDaniel, City Manager

PROCLAMATION

WHEREAS, Personal relationships should be a source of comfort and support – a solid foundation. Domestic violence dissolves that foundation, affecting millions of people every year; and

WHEREAS, People of every race, sex, age, and socioeconomic status have suffered at the hands of abusers; and

WHEREAS, Each of us has a moral obligation to speak up for those who suffer from physical, sexual, and emotional abuse; and

WHEREAS, We must encourage those affected by domestic violence and abuse to seek help and to never lose hope in the possibility of building a better life; and

WHEREAS, We acknowledge the hard work of the many advocates, clergy, service providers, healthcare providers, educators, law enforcement officers, family members, and friends who assist and comfort those who have suffered physical or emotional trauma at the hands of an abuser; and

WHEREAS, This Nation – founded on principles of liberty and justice – has no tolerance for domestic violence or abuse; and

WHEREAS, During National Domestic Violence Awareness Month, we reassert our commitment to eradicating this devastating crime so homes are places of refuge and love – not fear or violence.

NOW, THEREFORE BE IT RESOLVED, I, Bill Blackburn, Mayor of the City of Kerrville, Texas, do hereby proclaim October 2018 as

“DOMESTIC VIOLENCE AWARENESS MONTH”

In the City of Kerrville, and call upon all citizens to stand firm in condemning domestic violence and supporting survivors of these crimes, in finding the safety and recovery they need.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kerrville to be affixed hereto, the 23 day of October, 2018.



Bill Blackburn

Bill Blackburn, Mayor

CITY COUNCIL MINUTES
REGULAR MEETING

KERRVILLE, TEXAS
OCTOBER 9, 2018

On October 9, 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 Mayor Blackburn, followed by the Pledge of Allegiance led by Boy Scouts from Kerrville Troop 60.

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 (arrived at 7:19 p.m.)
Cheryl Brown	Interim City Secretary
Amy Dozier	Director of Finance
Kim Meismer	Executive Director of General Operations
Curtis Thomason	Assistant 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.

Mayor Blackburn presented former mayor Ben Low with a Certificate of Appreciation for his many contributions to and accomplishments in and for the City of Kerrville.

2. VISITORS/CITIZENS FORUM: No one spoke.

3. CONSENT AGENDA:

Mr. Blackburn stated that staff asked that Item 3F be removed from the Consent Agenda.

Mr. Baroody asked that Items 3B and 3E also be removed from the Consent Agenda.

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

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.

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

Ms. Sigerman moved to approve Items 3A, 3C, and 3D. Ms. Eychner seconded, and the motion passed 5-0.

END OF CONSENT AGENDA

3B. 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.

Mr. Baroody requested a change to the September 11 minutes in the "Items for Future Agendas" portion; he was given credit for mentioning the Farmer's Market, and it should have been Mr. Voelkel.

Mr. Baroody also requested a change to the September 25 minutes in Item 4B; he stated he made a motion that was credited to Ms. Sigerman.

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

Mr. Baroody moved to approve the Economic Development Grant Agreement with Fox Tank, Inc. as presented. Ms. Eychner seconded, and the motion passed 5-0.

3F. Ordinance 2018-30, amending Chapter 70 "Offenses and Miscellaneous Provisions", Article II "Electioneering at Polling Places", Section 7-42 "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.

Mr. Blackburn opened the public hearing at 6:

The Ordinance was read into the record by title only by Ms. Brown.

Mr. McDaniel presented the Ordinance.

Ms. Eychner moved to deny passage of Ordinance 2018-30. Mr. Voelkel seconded, and the motion to deny passage of the Ordinance passed 5-0.

4. PUBLIC HEARINGS AND RESOLUTIONS:

4A. 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).

Mr. Blackburn opened the public hearing at 6:18 p.m.

The Resolution was read into the record by title only by Ms. Brown.

Mr. Paxton presented the Resolution.

No one spoke

The public hearing closed at 6:20 p.m.

Mr. Baroody moved to approve Resolution No. 41-2018. Ms. Eychner seconded, and the motion passed 5-0.

4B. Resolution No. 42-2018 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 100N; said property is located within the 29-E Zoning District; by permitting said property to be used for manufactured home or manufactured housing; and making said permit subject to certain conditions and restrictions contained herein.

Mr. Blackburn opened the public hearing at 6:23 p.m.

The Resolution was read into the record by title only by Ms. Brown.

Mr. Paxton presented the Resolution.

No one spoke.

The public hearing closed at 6:24 p.m.

Ms. Sigerman moved to approve Resolution No. 42-2018. Ms. Eychner seconded, and the motion passed 5-0.

5. PUBLIC HEARING 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 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.

Mr. Blackburn opened the public hearing at 6:26 p.m.

The Ordinance was read into the record by title only by Ms. Brown.

Mr. Paxton presented the Ordinance.

Justin MacDonald spoke on behalf of the applicant for annexation.

Mr. Blackburn closed the public hearing at 6:42 p.m.

Ms. Eychner moved to approve Ordinance No. 2018-23. Ms. Sigerman seconded, and the motion passed 5-0.

5B. Ordinance No. 2018-25, annexing an approximate 5.335 acre tract of land 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 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.

Mr. Blackburn opened the public hearing at 6:44 p.m.

The Ordinance was read into the record by title only by Ms. Brown.

Mr. Paxton presented the Ordinance.

No one spoke.

The public hearing was closed at 6:52 p.m.

Ms. Eychner moved to approve Ordinance 2018-25 on first reading. Ms. Sigerman seconded, and the motion passed 4-1, with Mr. Blackburn, Mr. Baroody, Ms. Eychner and Ms. Sigerman voting in favor, and Mr. Voelkel voting against.

5C. 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.

Mr. Blackburn opened the public hearing at 6:54 p.m.

The Ordinance was read into the record by title only by Ms. Brown.

Mr. Paxton presented the Ordinance.

No one spoke.

The public hearing was closed at 7:00 p.m.

Ms. Sigerman moved to approve Ordinance No. 2018-26 on first reading. Mr. Baroody seconded, and the motion passed 5-0.

6. CITY COUNCIL RECESS:

The City Council recessed the regular meeting to convene a meeting of the Tax Increment Reinvestment Zone Board of Directors for Reinvestment Zone Number One, City of Kerrville.

The City Council reconvened the regular meeting at 7:23 p.m.

Councilmember Voelkel recused himself due to a conflict of interest.

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.

The Ordinance was read into the record by title only by Ms. Brown.

Ms. Sigerman moved to approve Ordinance No. 2018-24. Ms. Sigerman seconded, and the motion passed 3-1 with Mr. Blackburn, Ms. Eychner and Ms. Sigerman voting in favor, and Mr. Baroody voting against.

7B. Ordinance No. 2018-31 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.

The Ordinance was read into the record by title only by Ms. Brown.

Ms. Dozier presented the Ordinance.

Ms. Eychner moved to approve Ordinance No. 2018-31 on first reading. Ms. Sigerman seconded, and the motion passed 5-0.

7C. 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.

The Ordinance was read into the record by title only by Ms. Brown.

Mr. Hoppe presented the Ordinance.

Mr. Voelkel moved to approve Ordinance 2018-29 on first reading. Ms. Eychner seconded, and the motion passed 5-0.

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.

The Ordinance was read into the record by title only by Ms. Brown.

Mr. Wittler, CEO of KPUB, presented the Ordinance.

Ms. Eychner moved to approve Ordinance 2018-22 on second reading. Ms. Sigerman 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.

9. CONSIDERATION AND POSSIBLE ACTION:

9A. 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.

Ms. Brown presented the item.

Ms. Sigerman moved to approve the minutes as originally presented, but withdrew her motion after discussion.

Ms. Eychner moved to approve the minutes for the August 14, 2018 regular City Council meeting with the requested revisions by Councilmember Baroody. Ms. Sigerman seconded, and the motion passed 4-1, with Mr. Voelkel, Mr. Baroody, Ms. Eychner and Ms. Sigerman voting in favor, and Mr. Blackburn voting against.

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

Mr. Barron gave a brief update of the Pavement Master Plan.

Ms. Sigerman moved to approve the Professional Services Agreement with 6S Engineering, Inc. Ms. Eychner seconded, and the motion passed 5-0.

10. CITY MANAGER'S REPORT:

Mr. McDaniel made the report.

11. ITEMS FOR FUTURE AGENDAS:

12. EXECUTIVE SESSION:

Ms. Eychner moved for the city council to go into executive closed session under Section 551.074 (personnel/officers) of Chapter 551 of the Texas Government Code to discuss items 12A and 12B as listed below. The motion was seconded by Ms. Sigerman and passed 5-0

The Council recessed open session at 8:40 p.m.

Section 551.074:

10B. Appointment to the Planning and Zoning Commission.

12A. Annual City Attorney evaluation.

12B. Annual City Manager evaluation.

The Council reconvened in open session at 9:00.

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

Mr. Blackburn stated that no action was taken during executive session. He also stated that the Council was opting to not do the evaluation of the City Attorney and the City Manager at this time, because they were not ready due to a lack of information. He stated the Council was going to work on developing some forms, and do the evaluations at the end of the next Council meeting.

ADJOURNMENT.

Mr. Blackburn adjourned the meeting at 9:01 p.m.

APPROVED: _____

ATTEST: _____

Bill Blackburn, Mayor

Cheryl Brown, Interim City Secretary



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

SUBJECT: Resolution No. 44-2018 amending the City of Kerrville Fee Schedule by adopting a waiver for the parade permit fee and deposit for each annual Veterans Day Parade.

AGENDA DATE OF: 10/23/2018 **DATE SUBMITTED:** 10/15/2018

SUBMITTED BY: Chief David J. Knight

EXHIBITS: None

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

Kerrville 2050 Item? **Yes:** **No:**

Key Priority Area

Guiding Principle

Action Item

SUMMARY STATEMENT:

This item has been placed on the agenda as requested by Kerr County Veterans Services Officer Maggie Baker as liaison to the Veterans Parade Committee who are requesting that the City waive the deposit of \$750 and permit fee of \$100 to the City of Kerrville for the 2018 Veterans Day Parade. This fee and deposit have been waived or refunded in past years.

RECOMMENDED ACTION:

It is recommended that the City Council waive the \$100 parade permit fee and the \$750 deposit for each annual Veterans Parade Committee.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 44-2018**

A RESOLUTION AMENDING THE CITY OF KERRVILLE FEE SCHEDULE BY ADOPTING A WAIVER FOR THE PARADE PERMIT FEE AND DEPOSIT FOR EACH ANNUAL VETERANS DAY PARADE

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

WHEREAS, the City requires a fee and deposit for parades that occur on its streets and for which services are rendered; and

WHEREAS, as a way to honor veterans, City staff recommends that the City adopt a waiver for the parade permit fee and deposit associated with each annual Veterans Day parade; and

WHEREAS, City Council hereby determines it is in the public interest of the citizens of Kerrville to waive the fee and deposit as specified above;

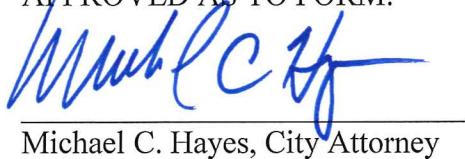
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

The Fee Schedule of the City of Kerrville, Texas, is amended to waive the parade permit fee and deposit associated with each annual Veterans Day parade.

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

Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Cheryl Brown, Interim City Secretary



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

SUBJECT: Ordinance No. 2018-32 amending Chapter 2, "Administration," Article IV "Boards and Commissions" of the Code of Ordinances of the City of Kerrville, Texas, by adding a new Section 2-91, to create a Senior Services Advisory Committee; providing the functions of said Committee; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.

AGENDA DATE OF: 10/23/2018 **DATE SUBMITTED:** 10/16/2018

SUBMITTED BY: Mayor Bill Blackburn

EXHIBITS: Ordinance 2018-32

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: <input type="checkbox"/>
Key Priority Area	Various	
Guiding Principle	Various	
Action Item	Various	

SUMMARY STATEMENT:

It is requested that the City Council create the Senior Services Advisory Committee. This Committee will act as an advisory body to the City Council and City Manager, and its duties shall be: (1) Recommend the role of the City in ensuring the provision of services to the elderly, (2) Advise the City Council, when requested, on elderly issues, (3) Assist the City in the identification of programs for the elderly that are needed in the Community, (4) Perform other duties as assigned by the City Council.

The Committee shall be an advisory body of 13 members, appointed by a majority of the City Council. The Mayor shall appoint the Chair and the Vice-Chair from among the members appointed by the City Council. All members will be appointed for a term to expire on October 1, 2019. Subsequent appointments will be made in September of each odd-numbered year for a 2-year term beginning October 1st.

Members shall be at least 55 years of age or persons with experience in serving seniors. All members must be residents of the City of Kerrville.

RECOMMENDED ACTION:

Approve Ordinance 2018-32.

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2018-32**

AN ORDINANCE AMENDING CHAPTER 2, "ADMINISTRATION," ARTICLE IV "BOARDS AND COMMISSIONS" OF THE CODE OF ORDINANCES OF THE CITY OF KERRVILLE, TEXAS, BY ADDING A NEW SECTION 2-91, TO CREATE A SENIOR SERVICES ADVISORY COMMITTEE; PROVIDING THE FUNCTIONS OF SAID COMMITTEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT

WHEREAS, City Council believes it beneficial to attempt to better utilize the resources of and for senior adults living within the City by creating a committee tasked with reviewing key issues for seniors and ways to create, promote, and maintain various services for this group; and

WHEREAS, City Council finds it to be in the public interest to amend Chapter 2, Article IV of the Code of Ordinances of the City of Kerrville to create a Senior Services Advisory Committee for the purpose provided above;

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

SECTION ONE. Chapter 2 "Administration," Article IV "Boards and Commissions" of the Code of Ordinance of the City of Kerrville, Texas, is amended by adding a new Section 2-91 indicated by the underlined language (added) as follows:

"Sec. 2-91. – Senior Services Advisory Committee.

(a) Creation of Senior Services Advisory Committee; terms; membership; meetings.

(1) There is hereby created the Senior Services Advisory Committee of the City, which shall be an advisory body of 13 members appointed by City Council. The mayor shall appoint the chair and vice-chair from among the appointments made by Council.

(2) All members will be appointed for terms expiring October 1, 2019. Subsequent appointments shall be made in September of each odd-numbered year for a two-year term beginning October 1. All members shall serve until their successors are appointed and qualified.

(3) Members must be at least 55 years of age or have relative experience in providing services to seniors, should be persons who are concerned about senior affairs in the community, and must reside within the City.

(4) The committee shall be scheduled to meet at least once each month and may hold additional meetings at the call of the chair.

(b) Senior Services Advisory Committee - Functions.

(1) The Senior Services Advisory Committee shall act as an advisory body to the City Manager and City Council and shall:

- a. recommend the role of the City and the Committee in ensuring the provision of services to the elderly;
- b. advise City Council as requested on elderly issues;
- c. assist the City in identifying programs for the elderly that are needed in the community; and
- d. perform other duties assigned by City Council.

(2) The City manager shall designate staff liaison responsibilities to the Committee.”

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

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

SECTION FOUR. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas hereby declares that it would have passed this

Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

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

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

ATTEST:

Bill Blackburn, Mayor

Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:



Michael C. Hayes

City Attorney



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

SUBJECT: Ordinance No. 2018-25, 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, with 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

AGENDA DATE OF: 10/23/2018

DATE SUBMITTED: 10/17/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance No. 2018-25

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

This is the second of two readings for Ordinance No. 2018-25, for a petition for annexation. 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 second reading of the annexation ordinance; it was passed on first reading by a vote of 4-1, with Mr. Blackburn, Mr. Baroody, Ms. Eychner and Ms. Sigerman voting in favor, and Mr. Voelkel voting against.

The property representative will be in attendance to respond to questions, and the “window pane” or “donut hole” concern will be addressed upon the next annexation in this development.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-25 on second reading.

**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 9th day of October 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

EXHIBIT 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	<p>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:</p> <ol style="list-style-type: none"> <li data-bbox="551 1453 1160 1586">1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. <li data-bbox="551 1607 1160 1670">2. Routine maintenance of public streets and rights-of-way performed within the City. <li data-bbox="551 1691 1160 1755">3. Street sweeping services may occur based upon need and funding. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>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.</p>	
Solid Waste Collection	<p>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.</p>	<p>Immediately following annexation</p>
Traffic Engineering	<p>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.</p>	<p>Immediately following annexation</p>
Water Service	<p>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.</p>	<p>As the property develops</p>

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	<p>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.</p>	As the property develops
Provision for Other City Services	<p>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.</p>	Immediately following annexation



**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: 10/23/2018

DATE SUBMITTED: 10/18/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance No. 2018-26

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

SUMMARY STATEMENT:

This is the second of two ordinance readings for a petition annexation and 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 second reading of the annexation ordinance. It was approved on first reading at the October 9, 2018 City Council meeting with a vote of 5-0.

RECOMMENDED ACTION:

Approve ordinance No. 2018-26 on second 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 9th day of October 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

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

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

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

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

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

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

Thence, in part with an easterly line of said Lot 35, in part with an easterly line of Lot 34 and a westerly line of said 3.71 acre tract, North 09 degrees 15 minutes 36 seconds West, a distance of 116.43 feet to a 1/4" iron rod found for the northwest corner of the herein described tract, said point also being the northwest corner of said 3.71 acre tract, an angle of said Lot 34 and the southwest corner of that certain 6.36 acre tract recorded in Volume 1275, Pages 579-583, Official Public Records, Kerr County, Texas;

Thence, with the south line of said 6.36 acre tract, South 88 degrees 37 minutes 07 seconds East, a distance of 436.17 feet to a 1/4" iron rod set with a red "Malkin-Hoover Eng. & Survey" plastic cap in the northeast line of said 3.71 acre tract for angle, said point bears North 88 degrees 37 minutes 07 seconds West, a distance of 21.07 feet from a 1/4" iron rod found with a red "Voeckel" 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 45 seconds East, a distance of 27.85 feet to the Point of Beginning containing 3.669 acres.

EXHIBIT 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: Matthew W. Carlton

THE STATE OF GEORGIA

COUNTY OF THOMAS

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

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

Marie Butler
Notary Public in and for
Thomas County, Georgia.



EXHIBIT 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	<p>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:</p> <ol style="list-style-type: none"> <li data-bbox="551 1444 1160 1586">1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. <li data-bbox="551 1600 1160 1679">2. Routine maintenance of public streets and rights-of-way performed within the City. <li data-bbox="551 1693 1160 1761">3. Street sweeping services may occur based upon need and funding. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>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.</p>	
Solid Waste Collection	<p>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.</p>	<p>Immediately following annexation</p>
Traffic Engineering	<p>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.</p>	<p>Immediately following annexation</p>
Water Service	<p>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.</p>	<p>As the property develops</p>

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	<p>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.</p>	As the property develops
Provision for Other City Services	<p>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.</p>	Immediately following annexation



**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: 10/23/2018

DATE SUBMITTED: 10/18/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance No. 2018-27

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

This is the second of two readings of Ordinance No. 2018-27, for a petition annexation and 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 second reading of the annexation ordinance and for the zoning request. It was approved on first reading at the October 9, 2018 City Council meeting with a vote of 5-0.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-27 on second 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.

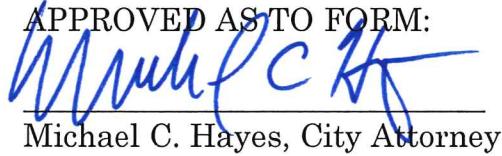
SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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

EXHIBIT "A"

I. PROPERTY:

TRACT I:

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

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

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

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

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

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

II. EXCEPTIONS:

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

TRACT II:

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

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

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

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

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

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

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

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

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

RECORDERS 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 respect the date, manner or way of the execution of this instrument are 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



Janice Lipez
COUNTY CLERK, KERR COUNTY, TEXAS

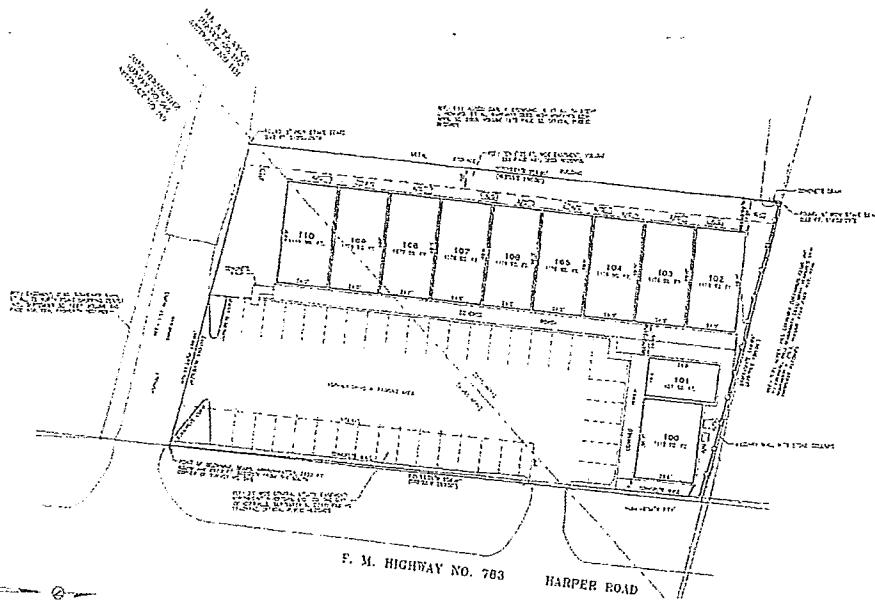
EXHIBIT "A"
Page 3

RECORD *Real Property*
VOL 1191 PG 0651
RECORDING DATE



Janice Lipez
COUNTY CLERK, KERR COUNTY, TEXAS

MAY 24 2002



DN-1 NXL 007



VOELKEL
LAND SURVEYING, INC.
1111 14TH STREET, N.W.
WASHINGTON, D.C.

EXHIBIT 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.

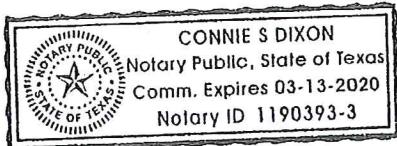


EXHIBIT C

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	<p>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:</p> <ol style="list-style-type: none"> <li data-bbox="551 1438 1160 1586">1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. <li data-bbox="551 1600 1160 1685">2. Routine maintenance of public streets and rights-of-way performed within the City. <li data-bbox="551 1700 1160 1759">3. Street sweeping services may occur based upon need and funding. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>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.</p>	
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	<p>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.</p>	As the property develops
Provision for Other City Services	<p>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.</p>	Immediately following annexation



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

SUBJECT: Ordinance No. 2018-23, 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.

AGENDA DATE OF: 10/23/2018

DATE SUBMITTED: 10/18/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Ordinance No. 2018-23
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: <input type="checkbox"/>
Key Priority Area	L - Land Use	
Guiding Principle	N/A	
Action Item	N/A	

SUMMARY STATEMENT:

This is the second of two ordinance readings for a petition annexation and for the zoning request for the purposes of future development. It is approximately 58.74 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 second reading of the annexation ordinance and for the zoning request. It was approved on first reading at the October 9, 2018 City Council meeting by a vote of 5-0.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-23 on second 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.

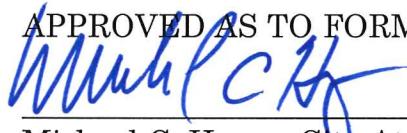
SECTION NINE. In accordance with Section 43.028(d) of the Texas Local Government Code, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk.

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:

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

Michael C. Hayes, City Attorney

ATTEST:

Cheryl Brown, Interim City Secretary

EXHIBIT 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 58.74 ACRE TRACT OF LAND

A 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, KERR COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 27.52 ACRE TRACT RECORDED IN DOCUMENT NO. 18-01649, 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 point in the northeast right-of-way line of State Spur No. 98 (Thompson Drive), the southwest boundary line of the called 27.52 acre tract, said point bears S 45°04'05" E, a distance of 12.30' from a ½" iron rod with red plastic cap stamped "Cude" found at the west corner of the called 27.52 acre tract, 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;

- (1) Thence**, departing the northeast right-of-way line of State Spur No. 98 (Thompson Drive), over and across the called 27.52 acre tract the following three (3) courses and distances:
 - a. N 45° 06' 40" E, a distance of 380.08' to a point for angle;
 - b. N 45° 06' 47" E, a distance of 336.45' to a point for angle;
 - c. N 45° 06' 23" E, a distance of 627.25' to a point for corner in the northeast boundary line of the called 27.52 acre tract, the southwest boundary line of 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), said point bears S 51° 01' 14" E, a distance of 10.95' from a calculated point in the southeast boundary line of a called 7.85 acre tract of land recorded in Document No. 12-8067, Official Public Records of Kerr County, Texas, the north corner of the called 27.52 acre tract and the west corner of the called 0.5 acre tract;
- (2) 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, 330.07'** 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;

(3) 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;

(4) 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;

(5) 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 $\frac{1}{2}$ " 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;

(6) Thence, continuing along the northwest line of the 20' wide strip (portion of James Road), the northwest line of James Road, the southeast boundary line of the called 21.16 acre tract, the following courses and distances:

- a. **S 44° 54' 29" W, 725.61'** to a Texas Department of Transportation (TxDot) Type 1 concrete marker found for angle;

- b. **S 46° 17' 03" W, 4.81'** to a $\frac{1}{2}$ " iron rod found for angle at the east end of a cutback line at the intersection of the northwest line of the 20' wide strip (portion of James Road), the northwest line of James Road, with the northeast right-of-way line of State Spur No. 98;

(7) Thence, S 89° 56' 21" W, along said cutback line, a distance of 135.09' to a $\frac{1}{2}$ " iron rod found for angle;

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

- a. **N 52° 27' 24" W, 828.91'** to a $\frac{1}{2}$ " iron rod found for angle;
- b. **N 61° 11' 52" W, 38.67'** to a TxDot Type 2 concrete marker found for angle;
- c. **N 45° 04' 50" W, at 21.53'** pass the surveyed south corner of the called 27.52 acre tract, **a total distance of 865.17'** to the **POINT OF BEGINNING** and containing **58.74 acres** of land, more or less.

Note: 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 or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT B

**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: _____

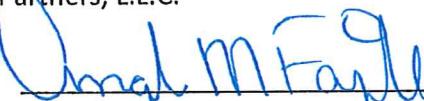
G. Granger MacDonald, Authorized Agent

ACKNOWLEDGEMENT

THE STATE OF TEXAS

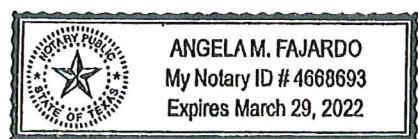
COUNTY OF KERR

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: _____



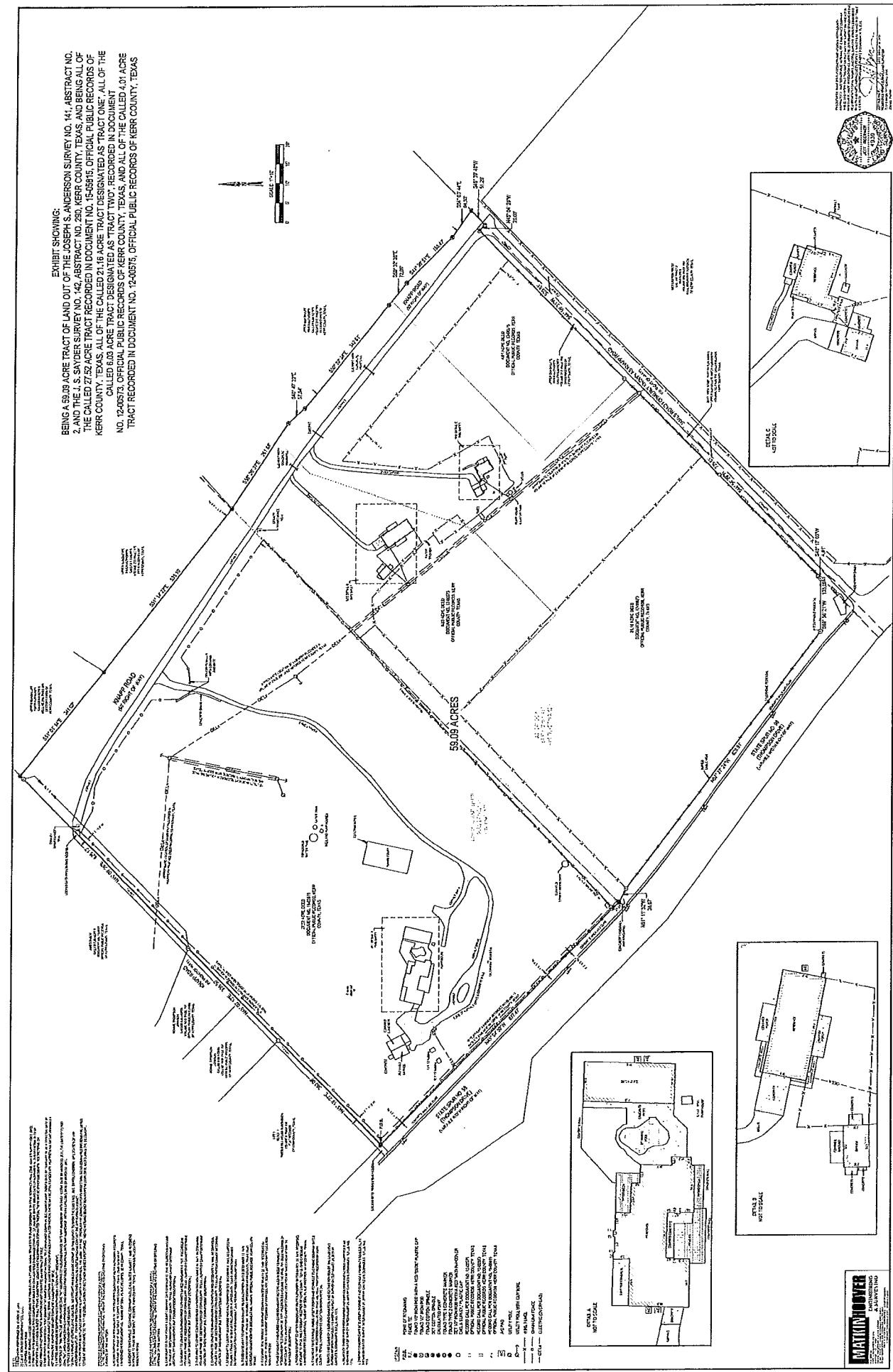


EXHIBIT C

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	<p>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:</p> <ol style="list-style-type: none"> <li data-bbox="556 1453 1160 1594">1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. <li data-bbox="556 1615 1160 1700">2. Routine maintenance of public streets and rights-of-way performed within the City. <li data-bbox="556 1721 1160 1763">3. Street sweeping services may occur based upon need and funding. 	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>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.</p>	
Solid Waste Collection	<p>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.</p>	<p>Immediately following annexation</p>
Traffic Engineering	<p>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.</p>	<p>Immediately following annexation</p>
Water Service	<p>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.</p>	<p>As the property develops</p>

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Wastewater Service	<p>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.</p>	As the property develops
Provision for Other City Services	<p>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.</p>	Immediately following annexation



**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: 10/23/2018

DATE SUBMITTED: 10/18/2018

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: <input type="checkbox"/>
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. Platting and a site plan are not required at this stage, but the applicant has provided an elevation of a proposed building.

This is the second reading of this Ordinance. It was approved on first reading at the October 9, 2018 City Council meeting by a vote of 5-0.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-28 on second 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 9th day of October, A.D., 2018.

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

Bill Blackburn, Mayor

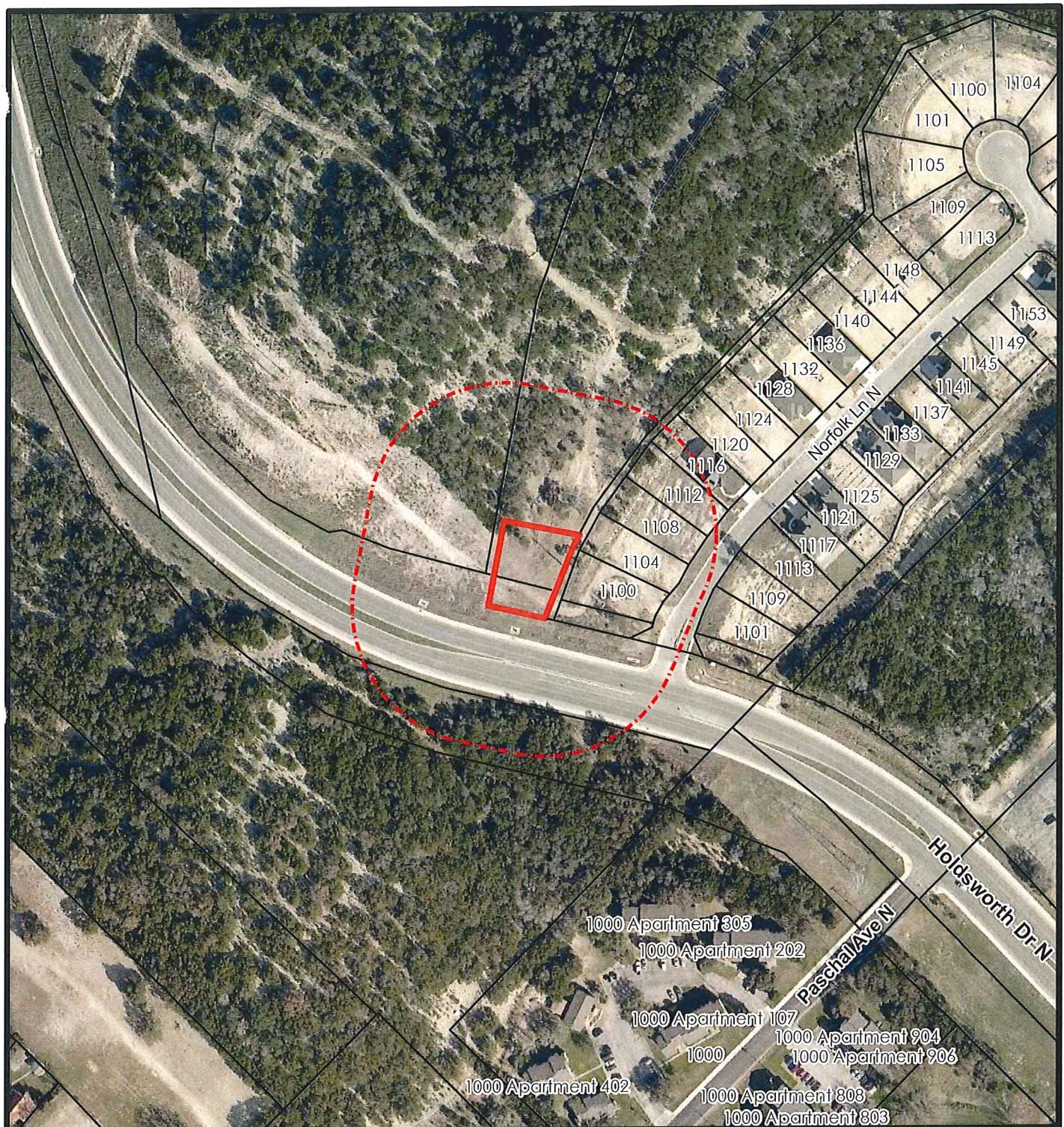
ATTEST:

Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



Location Map

Case # 2018-057

Location:

**0.28-acre tract along the
200 Block of Holdsworth Drive**

Legend

200' Notification Area 
Subject Properties 



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.



0 30
Graphic Scale

Remaining part of a 7.964 acre tract, which is part of a 236.083 acre tract

S.36°24'19"W. 126.05'
described total-

S.28°06'12"W. 64.36'
described total-

computed- S.28°06'12"W. 21.10'

0.28 acres

described- S.21°48'22"W. 109.22'

described total- N.10°44'24"E. 125.00'
computed- N.10°44'24"E. 413.80'

described- N.77°41'44"W. 85.09'

Holdswoth Drive

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
RE-7/1/16*

Jose Sanchez - Sanchez Barber Shop





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

SUBJECT: 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 (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: 10/23/2018

DATE SUBMITTED: 10/18/2018

SUBMITTED BY: E. A. Hoppe
Deputy City Manager

EXHIBITS: Ordinance No. 2018-29

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

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

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 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.

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 sell and 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.

This is the second reading of this Ordinance. It was approved on first reading at the October 9, 2018 City Council meeting by a vote of 5-0.

RECOMMENDED ACTION:

Adopt Ordinance 2018-29 on second 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.

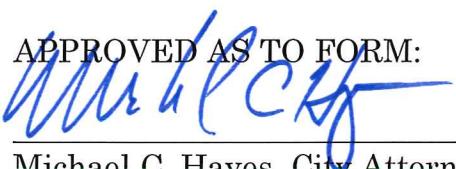
SECTION SIX. The provisions of this Ordinance are effective upon final passage and approval by City Council.

PASSED AND APPROVED ON FIRST READING, this the 9th day of October, 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:

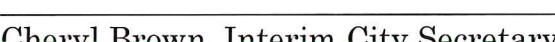

Cheryl Brown, Interim City Secretary

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**

ATTEST:

By: _____
Mark L. McDaniel, City Manager

_____ 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

EXHIBIT A TO
SPECIAL
WARRANTY
DEED

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:

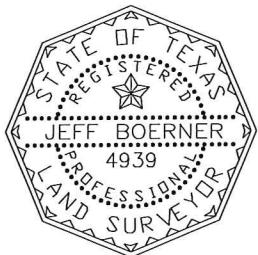
BEGINNING at a $\frac{1}{2}$ " rebar found at the south corner of the called 0.66 of one-acre tract, the south corner of Lot 97-R, Block 8, J.D. Brown's Addition, the south corner of the herein described tract, said point also being an interior corner of the remaining portion of a called 2.31-acre tract 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " rebar with "MDS" cap set for corner;
 - c. **N 44° 15' 48" E, 22.21'** to a $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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.

NORTH

ST. HWY. NO. 16
(80' RIGHT-OF-WAY)
SIDNEY BAKER ST.

ST. HWY. NO. 27
(80' RIGHT-OF-WAY)
MAIN STREET

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'

CALLED 0.06 OF ONE ACRE
DOCUMENT NO. 12-8096
OFFICIAL PUBLIC RECORDS

CALLED 0.66 OF ONE ACRE
DOCUMENT NO. 11-7828
OFFICIAL PUBLIC RECORDS

LOT 97-R
BLOCK 8
J.D. BROWN ADDITION
DOCUMENT NO. 12-5698
PLAT RECORDS

LOT 107
LOT 108

N45° 01' 29"W
28.96'

LOT 109

N44° 53' 42"E
95.31'

0.078 AC

S45° 02' 08"W
116.67'

LOT 105

LOT 110

CONCRETE
SIDEWALK

CONCRETE
SIDEWALK

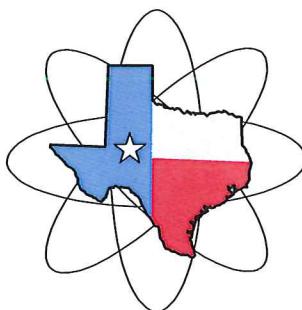
CONCRETE
SIDEWALK

REMAINING PORTION OF A
CALLED 2.31 ACRE TRACT
VOLUME 1828, PAGE 87
OFFICIAL PUBLIC RECORDS

LOT 106
(STATE OF TEXAS)
COUNTY OF KENDALL



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



JEFF BOERNER
REGISTERED PROFESSIONAL LAND SURVEYOR
4939
TEXAS REGISTRATION NO.

JOB #: 18-150-01

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.

Exhibit B

Property Descriptions

MDS

LAND SURVEYING COMPANY, INC.
BOUNDARY ♦ TOPOGRAPHIC ♦ CONSTRUCTION
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: 830-816-1818
EMAIL: MDSINC@GVT.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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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.




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.

LOT 97-R

BLOCK 8

J.D. BROWN ADDITION
DOCUMENT NO. 12-5698
PLAT RECORDS

CALLED 0.66 OF ONE ACRE
DOCUMENT NO. 11-7828
OFFICIAL PUBLIC RECORDS

CALLED 0.06 OF ONE ACRE
DOCUMENT NO. 12-8096
OFFICIAL PUBLIC RECORDS

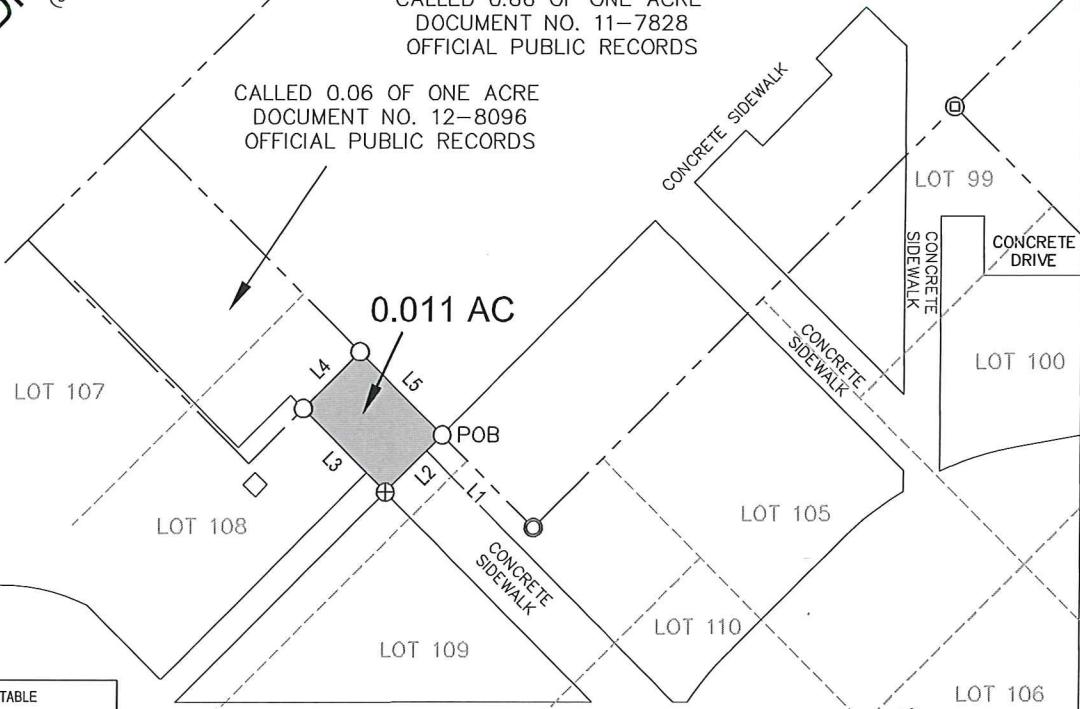
LEGEND

- ⊕ CORNER CONCRETE
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- ◎ FOUND MAG NAIL

POB POINT OF BEGINNING

ST. HWY. NO. 16
ST. SIDNEY BAKER ST.
(80' RIGHT-OF-WAY)

NORTH



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'

REMAINING PORTION OF A
CALLED 2.31 ACRE TRACT
VOLUME 1828, PAGE 87
OFFICIAL PUBLIC RECORDS

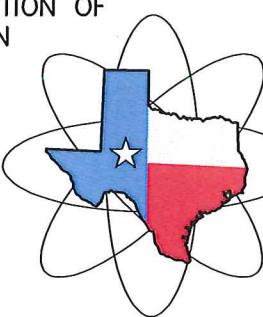


PLAT SHOWING: A 0.011 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 2.31 ACRE TRACT, RECORDED IN VOLUME 1828, PAGE 87, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS.

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

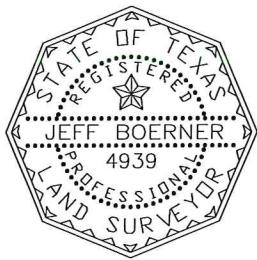
BEING A 0.134 OF ONE ACRE TRACT OF LAND OUT OF THE B.F. CAGE SURVEY NO. 116, ABSTRACT NO. 106, KERR COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINING PORTION OF A CALLED 2.31 ACRE TRACT, RECORDED IN VOLUME 1828, PAGE 87, OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND BEING A PORTION OF LOT 97-R, 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " rebar with "MDS" cap set for corner;
 - e. **N 00° 07' 08" E, 13.50'** to a $\frac{1}{2}$ " 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'

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.

NORTH

LEGEND

- ⊕ CORNER CONCRETE
- 1/2" REBAR FOUND
- 1/2" REBAR w/ "MDS" CAP SET
- ◎ MAG NAIL FOUND
- MAG NAIL SET
- POB POINT OF BEGINNING

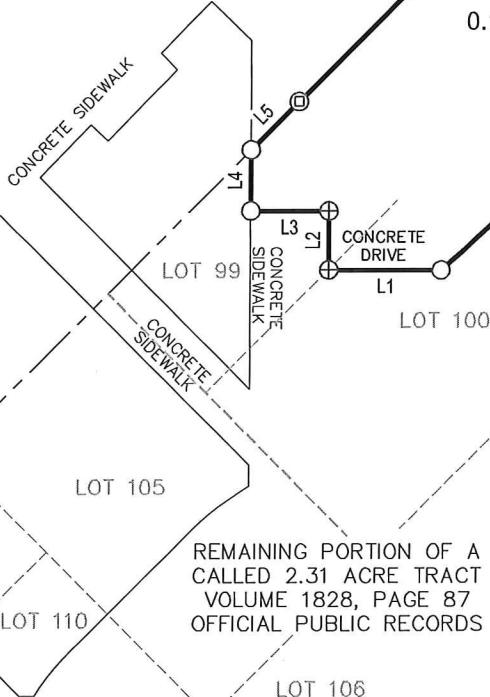
ST. HWY. NO. 16
(80' RIGHT-OF-WAY)
SIDNEY BAKER ST.

ST. HWY. NO. 27
(80' RIGHT-OF-WAY)
MAIN STREET

LOT 97-R
BLOCK 8
J.D. BROWN ADDITION
DOCUMENT NO. 12-5698
PLAT RECORDS

CALLED 0.66 OF ONE ACRE
DOCUMENT NO. 11-7828
OFFICIAL PUBLIC RECORDS

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'

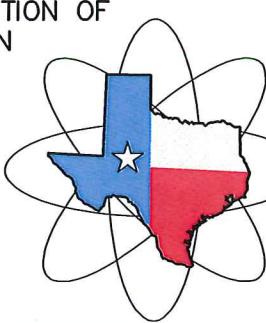


PLAT SHOWING: A 0.134 OF ONE ACRE TRACT OF
LAND OUT OF THE B.F. CAGE SURVEY NO. 116,
ABSTRACT NO. 106, KERR COUNTY, TEXAS, AND
BEING A PORTION OF THE REMAINING PORTION OF
A CALLED 2.31 ACRE TRACT, RECORDED IN
VOLUME 1828, PAGE 87, OFFICIAL PUBLIC
RECORDS OF KERR COUNTY, TEXAS.

M.D.S. LAND SURVEYING CO., INC.
8 SPENCER ROAD
BOERNE, TEXAS 78006
PHONE: (830) 816-1818
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 #: 18-150-04

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 2018-31 amending the FY2018 budget

AGENDA DATE OF: 10/23/2018

DATE SUBMITTED: 10/15/2018

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: <input type="checkbox"/>	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 paid by the Cailloux Theater Endowment Fund.
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.

This is the second reading of this Ordinance. It was approved on first reading at the October 9, 2018 City Council meeting by a vote of 5-0.

RECOMMENDED ACTION:

Approve Ordinance No. 2018-31 on second 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:

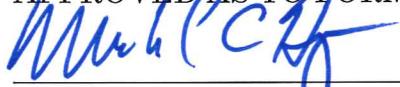
In accordance with Section 8.07 of the City Charter, the Official Budget for Fiscal Year 2018 is amended as set forth in **Attachment A**.

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
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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
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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 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: 10/23/2018

DATE SUBMITTED: 10/18/2018

SUBMITTED BY: Mark McDaniel
City Manager

EXHIBITS: Ordinance No. 2018-24

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

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	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.

This is the second reading of this Ordinance. It was approved on first reading at the October 9, 2018 City Council meeting by a vote of 3-1, with Mr. Blackburn, Ms. Eychner and Ms. Sigerman voting in favor, and Mr. Baroody voting against. Mr. Voelkel recused himself and did not vote.

RECOMMENDED ACTION:

Approve ordinance No. 2018-24 on second reading.

**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.

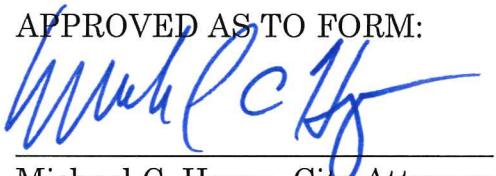
SECTION FOUR. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption.

PASSED AND APPROVED ON FIRST READING, this 9th day of
October, 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

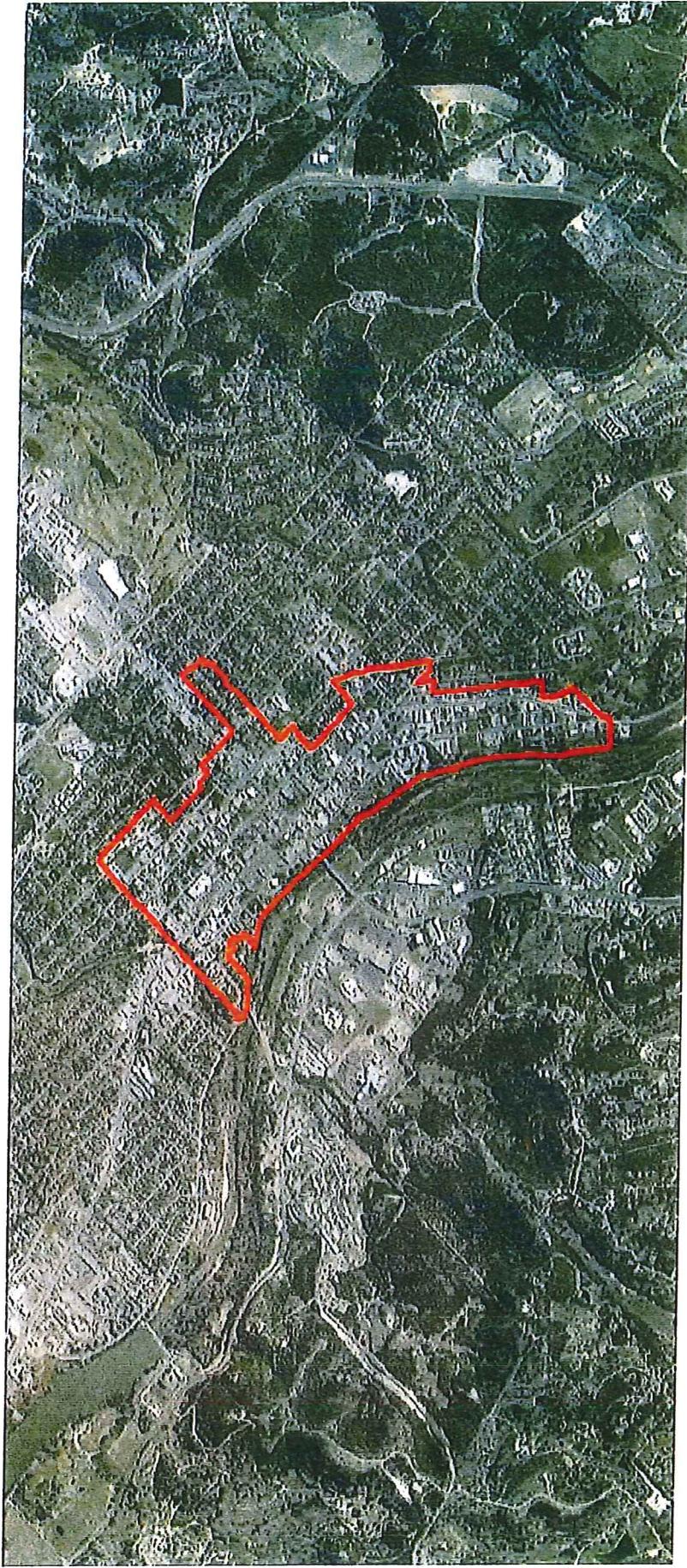
ATTEST:

Cheryl Brown, Interim City Secretary

EXHIBIT A

**Tax Increment Reinvestment Zone #1
City of Kerrville, Texas**

PRELIMINARY PROJECT AND FINANCING PLAN
September 2018

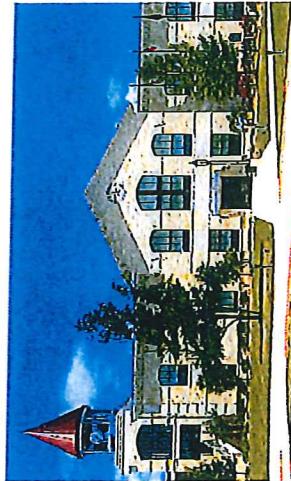


Preliminary Project and Financing Plan, TIRZ #1

P DAVID PETTIT
Economic Development

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■ Financial Feasibility Analysis	13
■ Terms and Conditions	26
■ Appendix A	27



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 addition, 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.

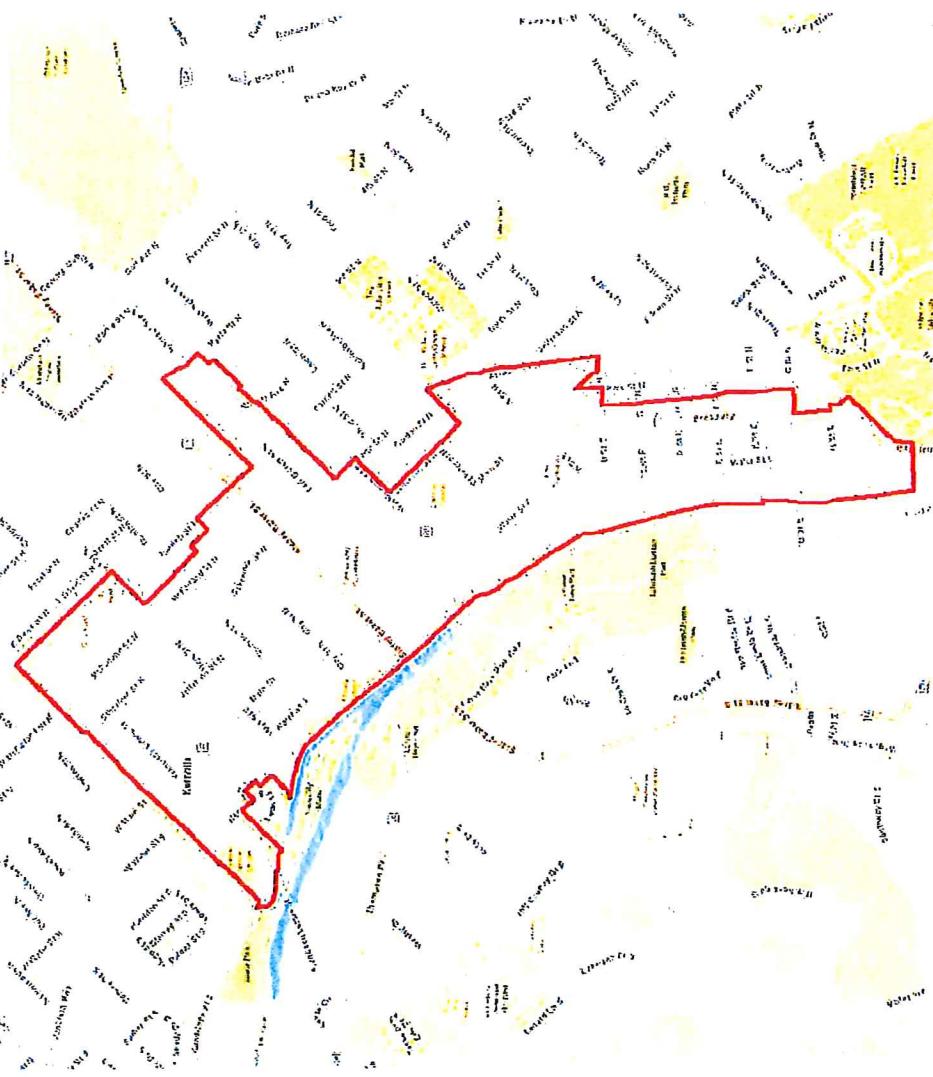


Preliminary Project and Financing Plan, TIRZ #1



DAVID PETTIT
Economic Development

Introduction

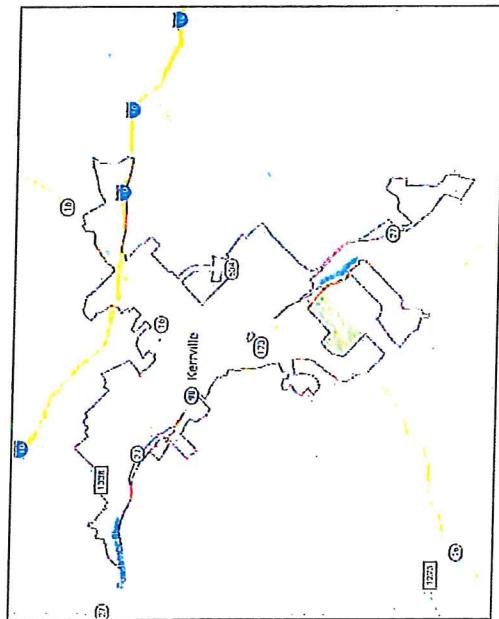


Tax Increment Reinvestment Zone #1, City of Kernville

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.



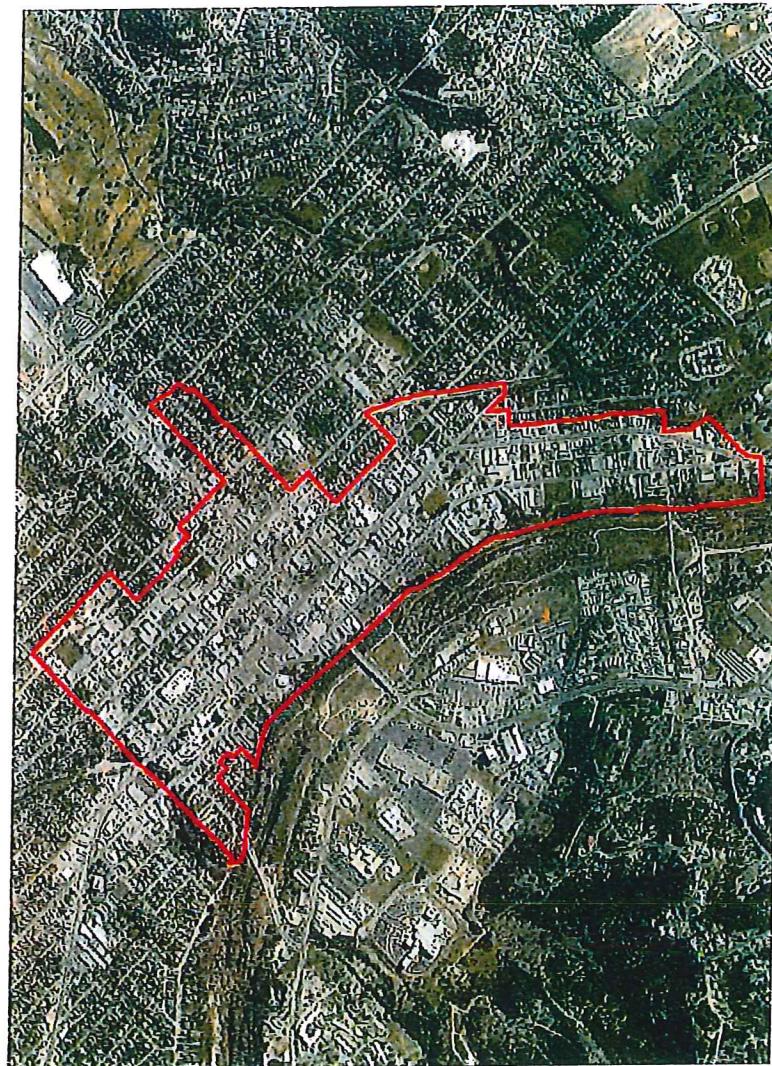
TIRZ Boundary

Boundary Description

Kerrville TIRZ #1 is located in downtown Kerrville encompassing approximately 4.77 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 14656 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

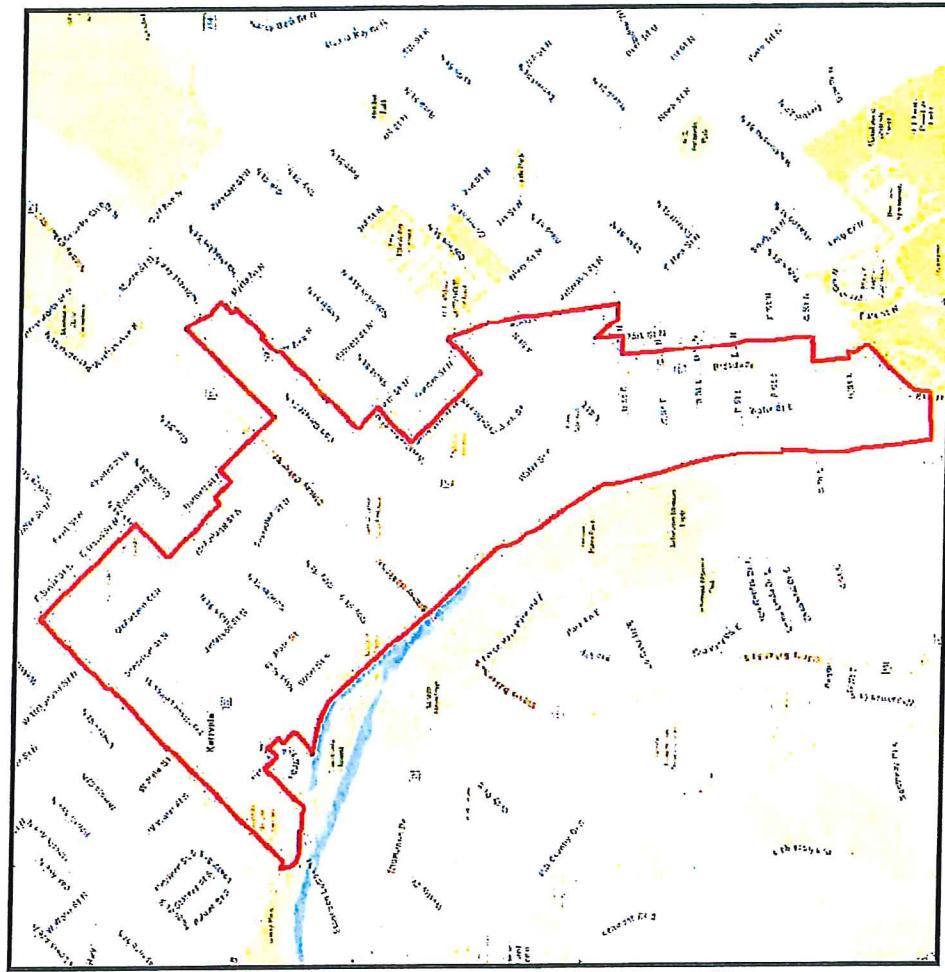
East to the eastern ROW boundary of Quinlan Street North to the point it meets the northwest corner of Property ID 36487; thence

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

North along the northwest boundary of Property ID 29990 to the point it meets the southwest corner of Property ID 24564, then

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

North along the western boundary of Property 11D 211203 to the point at which

boundary of Barnett Street North, thence

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 400-26

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

North along the northwest boundary of Monroe, ID 2000 ft.

THE DOCUMENT CENTER

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

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 20000, then

Property ID 24247, thence
northeast corner of

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 northeast corner of 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 northeast corner of boundary of North Street North, thence

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

South along the eastern 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 Tiny Street North to the point it meets the western 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 northeast corner of 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 38585 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 38448, 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 RCW 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 36255, thence

North along the western boundary of Property ID 36255 to the point it meets the southern corner of Property ID 36257, thence

North along the southwest boundary of Property ID 36257 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	North to the northern ROW boundary of Water Street South to the point it meets the southwest corner of Property ID 31486, thence
East along the boundary of Property ID 36266 to the southern corner of Property ID 36258, thence	North along the southeastern boundary of Property ID 31486 to the point it meets the southern ROW boundary of Main Street, thence
North along the western boundary of Property ID 36268 to the southern corner of Property ID 36276, 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 western boundary of Property ID 36276 to the point it meets the southern ROW boundary of Herzog Street South, thence	North along the northwest boundary of Property ID 36323 to the point it meets the western corner of Property ID 36322, 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 northwest boundary of Property ID 36322 to the point it meets the western corner of Property ID 36320, thence
North along the western ROW boundary of Herzog Street to the point it meets the southeastern corner of Property ID 36536, thence	North along the northwest boundary of Property ID 36320 to the point it meets the western corner boundary of Jefferson Street North, thence
West along the southern boundary of Property ID 36536 to the point it meets the southeastern corner of Property ID 36537, thence	North to the northern ROW boundary of Paschal Avenue North, thence
West along the southern boundary of Property ID 36537 to the point it meets the southeastern corner of Property ID 36538, thence	North along the northern ROW boundary of Paschal Avenue North to the point it meets the southern corner of Property ID 33874, thence.
West along the southern boundary of Property ID 36538 to the point it meets the southeastern corner of Property ID 36539, thence	North along the southern boundary of Property ID 33874 to the eastern corner, thence
West along the southern boundary of Property ID 36539 to the point it meets the southeastern corner of Property ID 36540, thence	East across Paschal Avenue North to the northwest corner of Property ID 14696, which is the point of beginning.
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 69653, thence	
North along the eastern boundary of Property ID 69653 to the point it meets the southern ROW boundary of Water Street South, thence	

Current Conditions

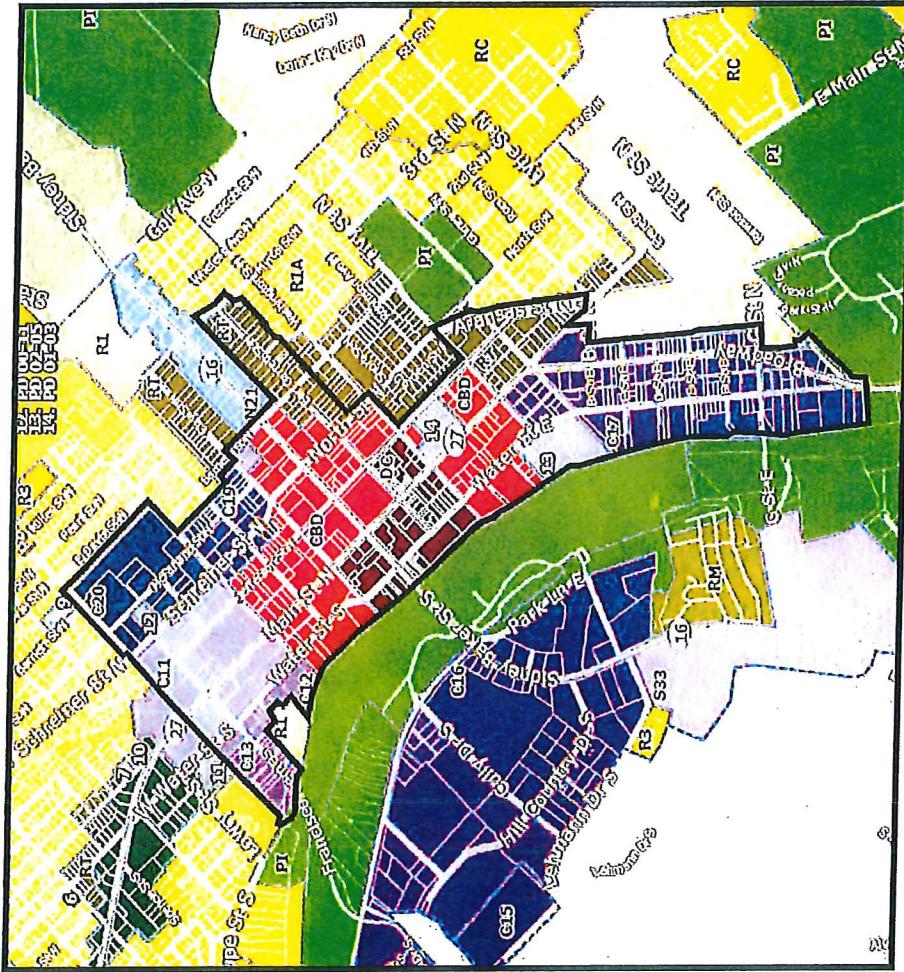
Land Use The TIRZ c vacant lan

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.

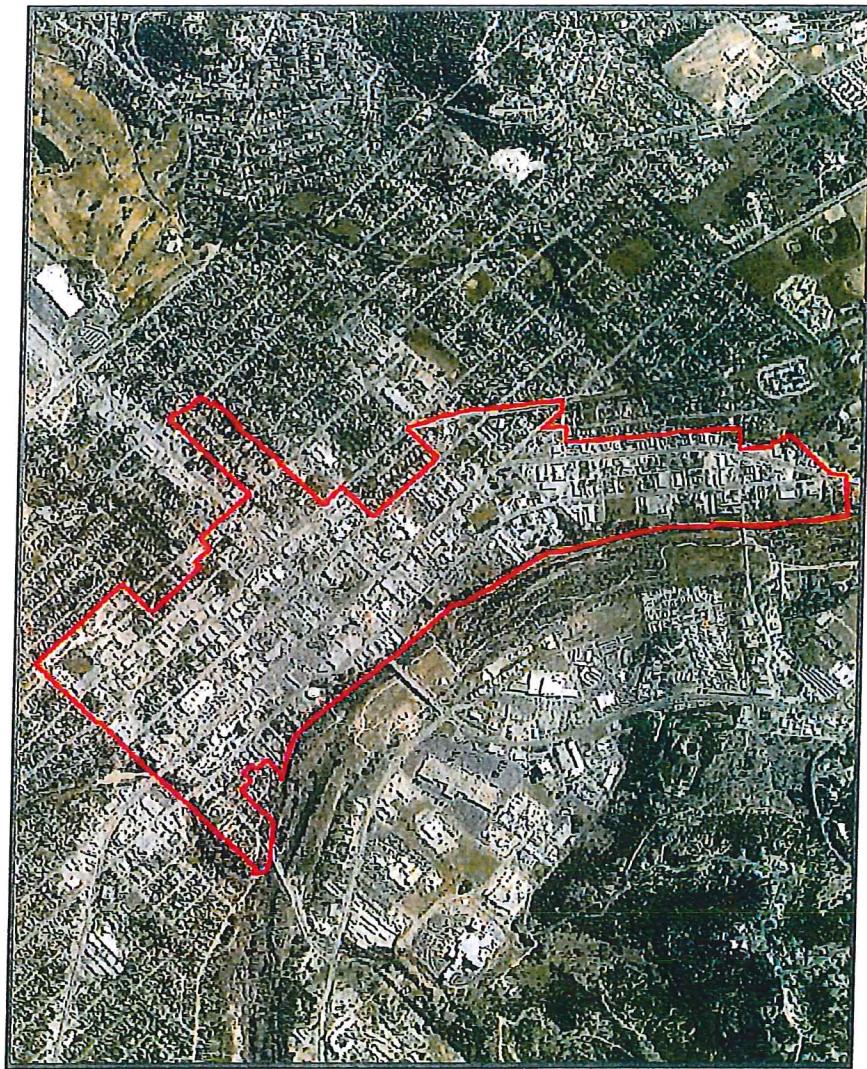
Zoning

Core, Residential Transition District, 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 #12.

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	\$ 1,706,574	10%
Open Space, Park and Recreation Facilities and Improvements	\$ 2,559,861	15%
Economic Development Grants	\$ 3,071,833	18%
Administrative Costs	\$ 4,266,435	25%
GROSS	\$ 341,315	2%
	\$ 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

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.

Years 1-10	Square Feet	Units	Projected Completion Date	Tractable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
Retail Commercial	7,500		2019	\$125	\$97,500	\$30.00	\$2,625,000
Retail Commercial Office	9,500	2020		\$125	\$1,197,500	\$30.00	\$3,325,000
Residential	12,500		2020	\$125	\$1,562,500	\$0.00	\$0
Hotel	54,000	60	2020	\$95.00	\$5,700,000	\$0.00	\$0
Residential	27,972	84	2020	\$95.00	\$7,980,000	\$0.00	\$0
Retail Commercial	13,500	15	2022	\$95.00	\$1,425,000	\$0.00	\$0
Residential	7,500		2022	\$125	\$937,500	\$30.00	\$2,625,000
Hotel	13,500	15	2024	\$95.00	\$1,425,000	\$0.00	\$0
Office	19,500	60	2024	\$95.00	\$5,700,000	\$0.00	\$0
Residential	12,500		2024	\$125	\$1,562,500	\$0.00	\$0
Retail Commercial Office	35,000	40	2026	\$95.00	\$3,800,000	\$0.00	\$0
Hotel	10,000		2024	\$125	\$1,250,000	\$350.00	\$2,500,000
Residential	19,980	60	2025	\$125	\$1,250,000	\$0.00	\$0
Retail Commercial	22,500	25	2026	\$95.00	\$5,700,000	\$0.00	\$0
Retail Commercial	7,500		2027	\$125	\$3,750,000	\$0.00	\$0
Residential	10,000		2028	\$125	\$1,250,000	\$350.00	\$2,625,000
Residential	13,500	15	2028	\$95.00	\$1,425,000	\$30.00	\$2,625,000
Years 11-20							
Residential	13,500	15	2030	\$95.00	\$1,425,000	\$0.00	\$16,200,000
Residential	9,000	10	2032	\$95.00	\$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 Office	10,000		2031	\$125	\$1,250,000	\$350.00	\$2,500,000
Residential	10,000		2032	\$125	\$1,250,000	\$0.00	\$0
Retail Commercial	45,000	50	2034	\$95.00	\$5,700,000	\$0.00	\$0
Residential	21,645	65	2034	\$95.00	\$6,175,000	\$0.00	\$0
Hotel	20,000		2035	\$125	\$2,500,000	\$350.00	\$2,500,000
Office	7,500		2036	\$125	\$937,500	\$350.00	\$2,625,000
Retail Commercial	13,500	15	2036	\$95.00	\$1,425,000	\$30.00	\$0
Residential	27,000	30	2038	\$95.00	\$2,850,000	\$0.00	\$0
Residential	207,145	105			\$27,145,200.00	\$0.00	\$22,625,000
Total	616,077	653			\$73,467,500		\$10,450,000

Method of Financing

To fund the public improvements outlined on the previous pages, it is anticipated that the City of 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%
Kerr County	0.46770000	0%
Kerr County Lateral Roads	0.03230000	0%
Kerrville ISD	1.18000000	0%
UGRA	0.02850000	0%
HGCCD	0.00740000	0%
	2.26230000	0.55140000

Personal Property Tax		Participation
City of Kerrville	0.55140000	0%
Kerr County	0.46770000	0%
Kerr County Lateral Roads	0.03230000	0%
Kerrville ISD	1.18000000	0%
UGRA	0.02850000	0%
HGCCD	0.00740000	0%
	2.26230000	0.55140000

Sales Tax Rate	0.02000000	0.00%	0.000000

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

Financial Feasibility Analysis Participation

Participation

ESTIMATE OF GENERAL IMPACT

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		
0.02000000	100.00%	0.02000000

MAGNIFICATION OF PAGE 15

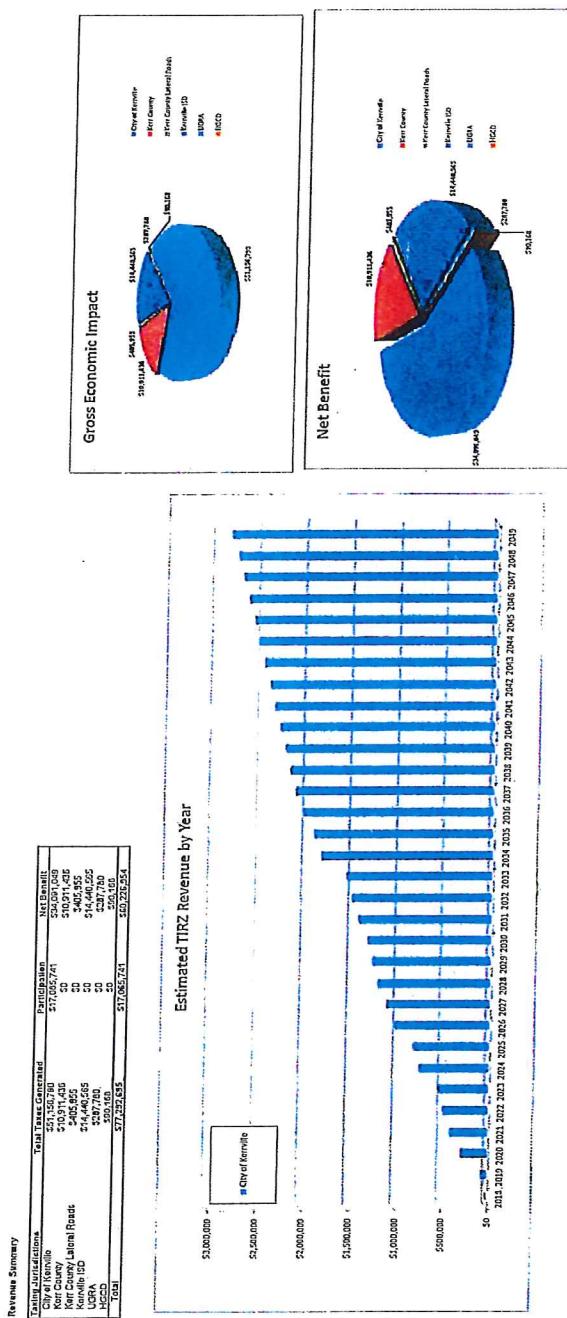
ROW NUMBER	ITEM	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	13

Financial Feasibility Analysis

Total Taxes Generated

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE BOUNDARY CHANGES AND POLICIES

Financial Feasibility Analysis Summary





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	\$ 4,345,765.00	CC BUTT GROCERY COMPANY	BROWN BLK 35 & 36 SCHREINER CENTER (LOT 3, 4, 11, 12, 13, 2, 3, 4) ACRES 3.1168
23922	\$ 2,458,615.00	ONE SCHREINER CENTER MANAGEMENT	BROWN BLK 24 & 25 (PT 1PT 2,456 (PT) ACRES 2.129
36324	\$ 1,889,240.00	BROADWAY NATIONAL BANK	SCHREINER BLK 45-1, BLK 9 LOT 322-326, LTS 995-597, 604,605 ACRES 1.006
23780	\$ 1,509,246.00	MILLER, DON W.	BROWN BLK 2 LOT 143-R (REPLAT) ACRES 2.19
66314	\$ 1,460,331.00	CALLIXUS FOUNDATION PROPERTIES, LLC	BROWN BLK 26 (PT 25, PT LT 2) LOT 5, 5.4 ACRES 2.4971
23935	\$ 1,459,947.00	ONE SCHREINER CENTER MANAGEMENT	BROWN BLK 26 (PT 25, PT LT 2) LOT 5, 5.4 ACRES 2.4971
534859	\$ 1,459,487.00	MESCHICHUE GLENN A.	BROWN BLK 3, LOT 1 (WAGENERS)
36823	\$ 1,320,555.00	CIVS CORPORATION (PT 778-801)	CHENWEIGE MOTORS SUBD BBL 1 LOT 1 ACRES 2.452
70025	\$ 1,260,652.00	RIGA AND PARTNERS, LP	SCHREINER BLK 37-7, 49 AC ACB#7391 LOT 577-581
70015	\$ 1,009,495.00	KERNVILLE PROFESSIONAL PROPERTY	RIVER GUIDE VILLAGE BBL (16.74% COMMON) LOT 1
23533	\$ 992,055.00	CSI TEXAS SYSTEM, LLC	RIVER GUIDE VILLAGE BBL (14.08% COMMON) LOT 1
36266	\$ 989,668.00	RIVER OAKS APARTMENTS	RIVER GUIDE VILLAGE BBL 7 LOT 91 LT. 92 PT
38425	\$ 905,000.00	SKY KERRVILLE EDGENWATER, LP	SCHREINER BLK 3, LOT 1 (RIVER OAKS APTS)
70024	\$ 869,659.00	CAUCHE INVESTMENTS, LTD	JETTIV ADDN BBL 4 (EDGENWATER CARE CTR) LOT 1,2,3,4,5,6 PT(1/2) 7 PT(1/2)
534013	\$ 853,529.00	BIG JEWEL, INC	RIVER GUIDE VILLAGE BBL (9.07% COMMON) LOT 1
24198	\$ 850,265.00	WEDONADS REAL ESTATE CO	VALERO CORNER STORE NO. 10752 BBL 1 LOT 1 ACRES 1.34
23788	\$ 833,075.00	PIONEER BANK	CAIGE BBL 1 LOT 5,6 (REPLAT) ACRES 3.524
36333	\$ 815,398.00	KERN TOWN PLAZA, LLC	BROWN BLK 2,LOT 1-6, 1-7, 1-8
36469	\$ 767,857.00	EME, HAYSTEL H ESTATE	SCHREINER BLK 245 LOT 273, 274, 275, 276, 277 & 278-PT
32486	\$ 766,568.00	NEMMI, RONALD & WILLIS, JAMES	SCHREINER BLK 58 LOT 5 PT
23769	\$ 731,525.00	MANICAY, LLC	LOWRY BLK 3, LOT 3, 4, 5, 6, & PT AB 375
70017	\$ 735,053.00	ORION KERNVILLE PROPERTIES, LP	RIVER GUIDE VILLAGE BBL (15.16% PT 117, 118-122 PT'S TRI) ACRES 1.119
23005	\$ 750,140.00	GRIMES RENTAL CORP, INC	BROWN BLK 4 (GRIMES FUNERAL HOME) LOT 33, 34
24597	\$ 745,638.00	IRVIN FAMILY PARTNERSHIP	CAIGE BBL 1, LOT 2
36228	\$ 736,301.00	RHODEN, ELIZABETH, ET AL	SCHREINER BLK 22 244-LOT 588 PT, 589 PT, 590-595
534860	\$ 715,203.00	MATI INVESTMENTS, LP	CHENWEIGE MOTORS SUBD BBL 1 LOT 2 ACRES 5.794
24213	\$ 702,595.00	STORE PROPERTY KERNVILLE, LLC	CASE BBL (LOT 5A) PT BBL 1 ACRES .99
38229	\$ 655,548.00	SEARS, GAIL H	JETTIV ADDN BBL 5,6 LOT 2,3,4,5
36448	\$ 675,913.00	CCDC DEVELOPMENT, INC	SCHREINER BLK 55 LOT 5-8 (REPLAT 15-185) ACRES 1.38
71184	\$ 669,837.00	KERNVILLE PROFESSIONAL PROPERTY	RIVER GUIDE VILLAGE BBL (6.83% COMMON) LOT C
36390	\$ 662,499.00	SOUTHERN NEWSPAPERS, INC	BROWN BLK 50 LOT 325, 330, 331
38412	\$ 652,282.00	J.C. ADVENTURE	JATV ADDN BBL 1 LOT 1,2,3
70019	\$ 647,649.00	RIVER GUIDE VILLAGE UNIT E, LTD	RIVER GUIDE VILLAGE BBL (5.84% COMMON) LOT E
23537	\$ 500,350.00	GRAY GUY, JAMES	MAIN BLK 1 ADDN BBL (REPLAT) ACRES .47
71735	\$ 619,708.00	ASL LAZY RIVER, LLC	JATV ADDN BBL 6,LOT 1-2,3, PT 4, 5, PT 6
36268	\$ 617,185.00	RIVER OAKS APARTMENTS	SCHREINER BLK 3,LOT 1, PT 16 (RIVER OAKS APTS)
36332	\$ 594,973.00	KERR MECHANICAL, INC	CAGE BBL 1,LOT 1,2,3
24001	\$ 554,046.00	STAR GROUP, LLC	BROWN BLK 7,LOT 1,2,3
23942	\$ 545,921.00	MELUCIO, MICHAEL B & DUSTYLL	BROWN BLK 7,LOT 59-70 PT, 71 PT
23531	\$ 536,058.00	1890 BUILDING MANAGEMENT, LLC THE	BROWN BLK 7,LOT 59-70 PT, 71 PT
23934	\$ 501,059.00	SUTHERLIN, KEVIN	PLANT HAUS BBL 1 LOT 1, ACRES 1.19
43249	\$ 498,265.00	JACK IN THE BOX EASTERN	BROWN BLK 6,LOT 53, 54 PT
36523	\$ 491,459.00	WAGNER, RANDALL &	JATV ADDN BLK 24 (PARK HILL ARTS) LOT 16-16A
24143	\$ 491,123.00	GREEN, GEORGE, FOREST &	SCHREINER BLK 35,LOT 210 & 211
56387	\$ 482,339.00	FERRIS, R & D FAMILY LIMITED	RIVER GUIDE VILLAGE BBL (4.06% COMMON) LOT D
23535	\$ 462,350.00	LOVE, ROBERT D	CAGE BBL 1,LOT 13, 14, 15, 16
33801	\$ 460,248.00	PACHAZINA PARTNERS, LTD	SCHREINER BLK 1,LOT 598, 599
23923	\$ 444,404.00	POLARD, EDWARD A & MARIONNE L	JATV ADDN BBL 12,LOT 5-5 PT'S 11,12,13
36544	\$ 437,360.00	WILSON, EDWARD A & MARIONNE L	EROWN BLK 7,LOT 59 PT ACRES .041
36503	\$ 433,615.00	C K EASING, LLC	CHENWEIGE MOTORS SUBD BBL 1 LOT 3 ACRES 0.059
70018	\$ 429,349.00	KERNVILLE PROFESSIONAL	BROWN BLK 3,LOT 2-7 (REPLAT) ACRES .87
24222	\$ 421,351.00	ESQUINA, PROFESSIONAL	SCHREINER BLK 31,LOT 1,2,3
36241	\$ 412,062.00	MURDY OIL, INC	JATV ADDN BBL 1,LOT 598, 599
38457	\$ 408,050.00	KERI CO PROPERTIES LLC	EROWN BLK 7,LOT 59 PT ACRES .041
502507	\$ 399,356.00	ALCARAN PROPERTIES, LLC	CHENWEIGE MOTORS SUBD BBL 1 LOT 1 ACRES .059
53485	\$ 396,594.00	MATI INVESTMENTS, LP	BROWN BLK 3,LOT 2-7 (REPLAT) ACRES .87
23790	\$ 387,399.00	DEPOT SQUARE SERIES	SCHREINER BLK 31,LOT 1
23852	\$ 382,401.00	CONRAD, JEFFREY V & NURSE, EL	JATV ADDN BBL 1,LOT 59 PT, 591 PT
36265	\$ 379,098.00	BETHEL, JAMES B	CHENWEIGE MOTORS SUBD BBL 1,LOT 1

Preliminary Project and Financing Plan, TIRZ #1.2

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	Legal Desc
36058	\$ 278,599.00	POLLARD, EDWARD R & SHARON Y TEES	SCRIBNER BLK 57A (REPLAT) LOT 1
36162	\$ 377,652.00	SPER, KATHY FAMILY LIMITED	SCRIBNER BLK 50, LOTS 1-3 (REPLAT) LOT 1
36204	\$ 360,000.00	POLLARD, EDWARD R & SHARON Y TEES	SCRIBNER BLK 57A (REPLAT) LOT 1
36389	\$ 357,458.00	DEAN, EVELYN N TTEE	SCRIBNER BLK 57A (REPLAT) LOT 2
36386	\$ 355,729.00	PRUDHOMME, RAYMOND	SCRIBNER BLK 57A (REPLAT) LOT 3-16
14699	\$ 355,412.00	RIVERDALE APARTMENTS	ABADIEZ HAYES, SUN, 17.17 ACRES .05
36287	\$ 355,413.00	SERIES 1 OF BIG MAIN ASSOCIATES, LLC	SCRIBNER BLK 32, LOT 2 (RIVERDALE APTS)
23787	\$ 347,216.00	CLACK, STEVEN L	BROWN BLK 1, LOT 145
23843	\$ 347,178.00	LEMON STREET, LLC	BROWN BLK 1, LOT 149 PT 70.00 FT
35322	\$ 345,988.00	LEMON STREET, LLC	SCRIBNER BLK 57, LOT 7, TEE, B (REPLAT) ACRES .48
73185	\$ 345,988.00	IQ INVESTMENTS	RIVER GUIDE VILLAGE, LOT B-2
23830	\$ 342,937.00	WALLACE, EDGAR A &	MAIN PLAZA, ADDN LOT 2-4 (REPLAT) ACRES .75
36560	\$ 329,230.00	WRIGHT-MINTNER, LINDA TTEE	SCRIBNER HERZOG BLK 313 (2/3 IS BED & BREAKFAST) LOT 13 PT (187.5) 10.15 & 16
23927	\$ 320,652.00	ARCADIA THEATRE, LLC	BROWN BLK 24, (ARCADIA THEATRE) LOTS 5 PT
36564	\$ 322,652.00	FINTZ FAMILY ENTERPRISES LTD	JA TINY ADDN BLK 32, LOT 5-6
31501	\$ 312,655.00	A+ ACTION AUTOMOTIVE, LLC	JA TINY ADDN BLK 27, LOT 5-A (REPLAT) ACRES .43
23242	\$ 314,947.00	PINT AND PLOW BREWING COMPANY, LLC	SCRIBNER BLK 5, LOT 602 PT, 603 PT ACRES .3479
23850	\$ 314,860.00	THE 1850 BUILDING MANAGEMENT, LLC	BROWN BLK 1, LOT 59 PT, 119 PT, 120 PT
23273	\$ 312,451.00	LUY, MARINA	SCRIBNER BLK 5A, LOT 405, 407, 408
36437	\$ 309,255.00	HUGHES, HAROLD S JR &	BROWN BLK 1, INAPKA AUTO, LOT 131-133 PT'S
23277	\$ 305,238.00	LEESNER, LAYTON L	JA TINY ADDN BLK 5 (WATER STREET MOTEL) LOT 3 & 4
36447	\$ 303,749.00	H2O PROPERTIES LTD	BROWN BLK 23, LOT 2-4
23918	\$ 300,848.00	HERMING FAMILY TRUST, THE	SCRIBNER BLK 46, LOT 19
45900	\$ 298,870.00	WATTS INVESTMENTS, INC	BROWN BLK 23, LOT 2 PT, 255 PT
23915	\$ 298,860.00	WILT, PATRICK D & KERIL	BROWN BLK 23, LOT 2 PT, PT
24230	\$ 285,149.00	THORNTON, MARIONNE TTEE	CAGE BLK 1 (HALMARK II) PITS) LOTS 6 PT ACRES 0.3375
230528	\$ 285,234.00	RAINS, JOHN WILEY	JA TINY ADDN BLK 29, LOT 2-2
23817	\$ 286,465.00	LESLIE, CRAIG L	BROWN BLK 1, LOT 75, 76 PT
36473	\$ 277,552.00	BIGENT, KEVIN L	JA TINY ADDN BLK 24, LOT 5, 5.5, ACRES .5104
36538	\$ 277,563.00	DYAL, MICHAEL L USA	JA TINY ADDN BLK 24, LOT 9, PT 10
36517	\$ 277,050.00	BULENTON, LUCY &	JA TINY ADDN BLK 28, LOT 1 PT, PT
36335	\$ 277,149.00	ASGENT, JAMES E & NUGENT,	SCRIBNER BLK 47, LOT 29 PT, 392-2956
23468	\$ 277,130.00	KERROGUE PROPERTIES, LLC	SCRIBNER BLK 50, LOT 1 PT, PT'S
36449	\$ 270,742.00	GABBERT, PETER CHARLES TTEE	JA TINY ADDN BLK 10, LOT 5-5 PITS FRONT
23873	\$ 268,590.00	GARRETT, AMMIE ROSE	BROWN BLK 17 (JEFFERSON MANOR) PITS) LOT R & PITS
36484	\$ 261,941.00	REFRESH RENTAL PROPERTIES, LLC	JA TINY ADDN BLK 15, LOT 5, 5 ACRES .45161
528502	\$ 265,935.00	CAHN, RONALD, WATER, LLC	JA TINY ADDN BLK 6, LOT 6, 6
23453	\$ 259,492.00	THOMPSON, KATHERINE R &	JA TINY ADDN BLK 1, LOT 4, 5
33247	\$ 259,406.00	SPAUDLON-HUBBLE MANAGEMENT TRUST	SCRIBNER NEW BLK 10, LOT 1
23416	\$ 250,665.00	THORNE, GARY A DDS	CAGE BLK F (PROF ASSOC CONDO BLDG B UNIT 1&2) LOT 5 PT, 5 PT
70022	\$ 249,933.00	KERNILLE PROFESSIONAL PROPERTIES, LTD	RIVER GUIDE VILLAGE BLK 5 (48% COMMON) LOT H
24138	\$ 249,558.00	WELCH, WHITNEY	CAGE BLK E, LOT 3
33535	\$ 246,224.00	CON, DUSTIN	JA TINY ADDN BLK 13, LOT 3-4
23403	\$ 245,155.00	REITER RENTAL PROPERTIES, LLC	INSAL BLK 1, LOT 1, 2
23404	\$ 243,099.00	FARHOUR, VINNIA CONNIE ETAL	BROWN BLK 24 (PAMPILLS DRUGSTORE) LOT 1-A (REPLAT) ACRES .19
23835	\$ 242,959.00	NUGENT FAMILY UNLTD	CAGE BLK F, LOT 2 PT
24229	\$ 242,024.00	3&D PROPERTIES #2	SCRIBNER BLK 52, LOT 375, 376, 385 PT, 386 PT
39464	\$ 240,014.00	YEAR CRAFT DEVELOPMENT, LLC	CAGE BLK J, LOT 8
23996	\$ 239,693.00	GARDNER WARBIRDS, LTD	JA TINY ADDN BLK 12, LOT 1
23921	\$ 238,880.00	FIRST AID MEDICAL	BROWN BLK 24 (PAMPILLS DRUGSTORE) LOT 1-A (REPLAT) ACRES .19
24164	\$ 238,280.00	LIFESTYLE-HOMES LLC	CAGE BLK F, LOT 2 PT
71445	\$ 237,787.00	FATHOU, VINNIA STYLIC	JA TINY ADDN BLK 1, LOT 1 ACRES .5
38445	\$ 237,557.00	WAMER, NANCY C & LINDA B	SCRIBNER BLK 57A, LOT 1 (RELAT OF 3)
24165	\$ 236,507.00	DEALERS ELECTRICAL SUPPLY, INC	CAGE BLK F (PROF ASSOC CONDO BLDG A UNIT 1&2) LOT 5 PT, 6 PT, 7 PT
24145	\$ 235,537.00	CRC22, GARY DDS	JA TINY ADDN BLK 29, LOT 34-1 (REPLAT) ACRES .4017
35774	\$ 233,355.00	DELA MAISON MANAGEMENT, LLC	SCRIBNER BLK 10, LOT 593-596-501 ACRES .5669
47463	\$ 231,025.00	PACHARINA PARTNERS, LTD	BROWN BLK 1, LOT 75 PT, 76 PT
23848	\$ 230,792.00	WEFKE, JANETTE TTEE	SCRIBNER BLK 52, LOT 429, 430
36473	\$ 228,547.00	ABERLETT, GAYLE TTEE	CAGE BLK F, LOT 28 PT
24165	\$ 225,594.00	KERR RESIDENTIAL LTD	JA TINY ADDN BLK 12 & 13 PT (LOT 2-3-4 PT'S
24130	\$ 225,065.00	HENDRICKS, CARY BLANE	
36455	\$ 221,985.00	BAKER, JOHN R & MAUREEN M	

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	LEGAL DESC
36006	\$ 237,703.00	WEST FEEDS INC	SCHREINER BLK 52 LOT 387, 388, 389, 390 PTS ACRES .5299
24219	\$ 217,101.00	CHEDZON, ALVARIZ, ELIZABETH J. & CLAY	CAGE BLK H LOT 30
24207	\$ 217,477.00	STEAMAN, ELIZABETH J. & CLAY	CAGE BLK H LOT 30
29807	\$ 215,000.00	CHEDZON, ALVARIZ, INVESTMENT CO., LP	CAGE BLK H LOT 15
23935	\$ 212,777.00	BOVIE, LAUREN LYNN	INSALL BLK 1 (APARTMENTS & RES) LOT 3 & 4
24224	\$ 203,752.00	FINLEY, BRYAN	BROWN BLK 7 LOT 9A PT ACRES .21
36410	\$ 203,476.00	KUKENBAHL, DAN	CAGE BLK 1 LOT 7
24129	\$ 202,194.00	DAVIS, MICHELLES	SCHREINER BLK 52 LOT 383, 384, 385
38648	\$ 201,431.00	HCO PROPERTIES, LTD	CAGE BLK E LOT 4
38614	\$ 201,115.00	TEGSTIRER, LTD	JATIVY ADDN BLK 9 LOTS 5 & 6
23922	\$ 200,085.00	GREENLEE, JOHN E &	JATIVY ADDN BLK 1 LOT 6, 7, 8
35988	\$ 199,520.00	POLLARD, THOMAS W & CAROLE	INSALL BLK 1 LOT 5, 6
23881	\$ 198,507.00	IMMOCOMICK, KEVIN C &	BROWN BLK 18 LOT 4
24131	\$ 196,232.00	HERBINS FAMILY TRUST, THE	CAGE BLK E LOT 6
36535	\$ 196,194.00	DAEHTER, GORDON R	SCHREINER, HERBINS BLK 53 (LOT 7, 2 & PT 3 & 42)
24799	\$ 192,580.00	DAEHTER, GORDON R	CAGE BLK 1 LOT 3, 5 ACRES .3703
36539	\$ 190,541.00	STERLING, M SCOTT	SCHREINER BLK 52 LOT 320
23922	\$ 189,675.00	RECTOR, LYNDI & WILLIAM LTD	BROWN BLK 24 LOT 2 PT
38475	\$ 189,089.00	JEREMY BARNES INTERESTS, LLC	JATIVY ADDN BLK 14, PT 9 & 10
23942	\$ 188,409.00	BROWN, CARLETTA GENERATION	BROWN BLK 24 LOT 6 PT 7
38561	\$ 187,703.00	COMEGYS, C GEORGE	JATIVY ADDN BLK 27 LOT 15 & 16
24228	\$ 187,494.00	ABRAMS, ROBERT CARSON	CAGE BLK LOT 7
38450	\$ 185,119.00	FRIESE FAMILY ENTERPRISES LTD	JATIVY ADDN BLK 12, LOTS 8 & PT 7
36536	\$ 184,277.00	DAVIS, CHARLES H & RANDALL K	SCHREINER BLK 52 LOT 280
38427	\$ 183,150.00	BIRNKHAN, LLD CORP	JATIVY ADDN BLK 5 LOT 1-6 ACRES 2.803
36534	\$ 180,405.00	VILLANUEVA, DANNY	SCHREINER BLK 54 LOT 501-504, 509
23824	\$ 180,404.00	APA FAMILY INTERESTS, LTD	BROWN BLK 6 LOT 54 PT
36495	\$ 180,285.00	TUBER, RUSTIN	SCHREINER BLK 60 LOT 41-42
36552	\$ 180,203.00	MAKEY, FAMILY LIMITED	SCHREINER BLK 56 PT 1 LOTS ACRES 2.04
26534	\$ 180,131.00	FERRIS, R & FAMILY LIMITED	SCHREINER BLK 52 LOT 229 PT
38563	\$ 178,137.00	IMORALLES, PATRICIA GARZA	JATIVY ADDN BLK 28 LOT 2 & 1 PT
24231	\$ 176,730.00	DANFORD, RANDI & WENDY W	CAGE BLK 1 LOT PT 14-16
36552	\$ 176,257.00	AVILA, ANDAN	JATIVY ADDN BLK 27 LOT 1 PT 2 PT
24227	\$ 175,207.00	CORNIL, DONALD H & PEGGY ANN	CAGE BLK 1 LOT 14, PT 2295
38477	\$ 174,443.00	WILLIAMS, ROBERT COREY	JATIVY ADDN BLK 14, LOT 71 PT & 12 ACRES .3012
24218	\$ 173,781.00	1616 EARL GARRETT	CAGE BLK 1 LOT 9
23976	\$ 173,287.00	CODE-HORN, LP	BROWN BLK 52 LOT 229-232 PT
38519	\$ 173,097.00	REFER, BENTAL PROPERTIES, LLC	JATIVY ADDN BLK 14, LOT 7 & 8
36840	\$ 172,350.00	GRIMADY VENTURES, LLC	SCHREINER BLK 46 LOT 255, 256 ACRES .332
24141	\$ 171,592.00	LOWE, JOHN M & LAURIE T	CAGE BLK 1 LOT 11 (SW PT), PTS 1A & 1B ACRES 0.35
45505	\$ 171,407.00	BOWIE, BEVERLY J	SCHREINER BLK 52 LOT 278 PT
71186	\$ 170,949.00	IDI INVESTMENTS, LTD	RIVER GUIDE VILLAGE LOT B-300
23800	\$ 170,570.00	GRIMES RENTAL CORP	BROWN BLK 1 LOT 75 & 76
36533	\$ 170,575.00	BERNHARD, WILLIAM ROBERT, TTE	JATIVY ADDN BLK 13, LOT 6 & 7
23987	\$ 170,520.00	TRANA, BETSY, JOHNSTON	BROWN BLK 7 LOT 5A PT
43445	\$ 169,665.00	BOWIE, BEVERLY J	SCHREINER BLK 46 (BLDG A) LOT PTS 5 & 8 ACRES .228
23841	\$ 168,020.00	DOBY, BETH J	BROWN BLK 7 LOT 65 PT, 70 PT, & 71 PT
532405	\$ 168,230.00	SCHEPHERD, RONALD J	SCHREINER BLK 52 LOT 385 PT
532408	\$ 165,800.00	IDI INVESTMENTS, LTD	RIVER GUIDE VILLAGE LOT B-400
32458	\$ 166,960.00	BANNISTER, DEMANNE &	JATIVY ADDN BLK 27 LOT 9
23819	\$ 166,355.00	TEER CRAFT DEVELOPMENT, LLC	BROWN BLK 7 LOT 85 PT
36259	\$ 164,111.00	BAEHRLE, GORDON R & DENISE A	SCHREINER BLK 52 LOT 2,4 ACRES .1791
36465	\$ 163,665.00	BROWN, BEVERLY J	SCHREINER BLK 52 LOT 3 PT ACRES .354
23858	\$ 163,377.00	CKA, INC	BROWN BLK 7 LOT 65
23875	\$ 161,105.00	NEINIK, CHARLES MARSHALL	HEA, ADDITION BLK 2, LOT 1 & 2 ACRES .67
502325	\$ 160,950.00	CC BUTI GROCERY COMPANY	JATIVY ADDN BLK 27 (ADDITION BLK 2, ACRES .67)
23819	\$ 159,221.00	LONEBIRD, INC	AHS ADDS CAGE, SUR 156 ACRES 0.9897
533059	\$ 158,764.00	ONE SCHREINER CENTER MANAGEMENT	SCHREINER BLK 45 LOT 257 & 258
36329	\$ 155,277.00	SHER, KATHY FAMILY LIMITED	JATIVY ADDN BLK 13 PT, 34 PT ACRES 0.221
24204	\$ 155,072.00	LONE STAR INVESTMENTS, LLC	JATIVY ADDN BLK 13 LOT 1
36511	\$ 154,940.00	MORRIS, DOUGLAS RAY	JATIVY ADDN BLK 13 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	\$ 153,322.00	WAGLE, JOSEPH & CAROL B.	BROWN BLK 6 LOT 55
23825	\$ 153,045.00	WAGLE, JOSEPH A.	CAGB BLK 1 LOT 1, 2 PT ACRES 1.2801
24220	\$ 148,831.00	WORRIS, JAMES M.	JATIV ADDN BLK 7 LOT PTS 1-6
24202	\$ 146,722.00	WINDOCK, RAYMOND BRUCE TEE	CAGB BLK 1 LOT 11
456548	\$ 146,765.00	WINE STAR INVESTMENTS, LLC	JATIV ADDN BLK 12 PT, 1.3 PT, 1.4 PT ACRES 2.8856
23923	\$ 146,565.00	WILK, FAIRBROZ	BROWN BLK 3 LOTS ACRES .191
23923	\$ 144,445.00	WILL, LYNN & WILLIAM LTD	BROWN BLK 24, LOT 3 PT, ACRES 1.1485
35557	\$ 144,105.00	WILZINSKI, ALBERT LEROY TEE	SCHREINER BLK 4B, LOT 297 PT, 298 PT, 299 PT
55847	\$ 142,092.00	WILZINSKI, FA & A PARTNERS	BROWN BLK 3, LOT 1-9, REPLIT ACRES 1.172
24215	\$ 141,047.00	WIRFAN PROPERTIES, LLC	CAGB BLK 1 LOT 8 PT ACRES .228
23778	\$ 140,298.00	WILSON BANK	BROWN BLK 2, LOT 131 PT, 132 PT, 133 PT
24247	\$ 137,524.00	WILSON, RONALD	CAGB BLK 1 LOTS 8 PT
29899	\$ 136,934.00	WIES, KRISTOFOR J	INSAL BLK 1, LOT 7, 8 PT ACRES .3038
533208	\$ 135,161.00	WILSON, ROBERT W	CULVER ADDN BLK 1 LOT 1 ACRES .7
38444	\$ 135,062.00	WILLS BAY, LLC	JATIV ADDN BLK 3 LOT 1 PT, 150(150) ACRES 1.722
36443	\$ 134,238.00	WILMEZ, MARIA SOCORRO	SCHREINER BLK 55, LOT 559 PT
36397	\$ 134,613.00	WILSON, RONALD &	SCHREINER BLK 51, LOT 380, 381, 382 PT
23528	\$ 134,405.00	WILSON, RONALD & TAYLOR L&S	BROWN BLK 12, LOT 5 PT
24226	\$ 133,095.00	WILSON, TAYLOR	CAGB BLK 1, LOTS 5 & PT 4
36396	\$ 133,080.00	WILSON, TAYLOR	SCHREINER BLK 51, LOTS 347
24225	\$ 133,020.00	WILSON, TAYLOR	JATIV ADDN BLK 6, LOT 1
38357	\$ 131,593.00	WILSON, TAYLOR	CAGB BLK 1, LOTS 1-38
38422	\$ 130,817.00	WILSON, TAYLOR	JATIV ADDN BLK 27, LOT 9-10 PT
38623	\$ 130,701.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 12, LOT 8 & 9
23007	\$ 128,177.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 13, LOT PT 12 & ALL 11
36399	\$ 127,647.00	WILSON, ROGER HOWLAND	SCHREINER BLK 51, LOTS 347
24225	\$ 127,340.00	WILSON, ROGER HOWLAND	SCHREINER BLK 52, LOTS 359, 370
36327	\$ 127,352.00	WILSON, ROGER HOWLAND	BROWN BLK 1, LOT 73 PT
24247	\$ 126,592.00	WILSON, ROGER HOWLAND	SCHREINER BLK 43, LOT 327 PT, 328 PT
38527	\$ 126,592.00	WILSON, ROGER HOWLAND	CAGB BLK 1, LOTS PT, 1 PT, 2 PT
23846	\$ 125,562.00	WINDSTORM COMM KERNVILLE LP	BROWN BLK 1, LOT 74, 75 PT
24216	\$ 123,802.00	WILSON, ROGER HOWLAND	CAGB BLK 1, LOT 74 PT
38500	\$ 123,487.00	WILSON, ROGER HOWLAND	CAGB BLK 1, LOT 74-B (REPLIT) ACRES .2884
38452	\$ 122,953.00	WILSON, ROGER HOWLAND	ELMO MAATSCH ADDN BLK 1, LOT 1 ACRES .102
38505	\$ 122,352.00	WILSON, ROGER HOWLAND	SCHREINER BLK 4, GRIMES FUNERAL HOME, LOT 31, 32
26531	\$ 120,750.00	WILSON, ROGER HOWLAND	BROWN BLK 4, LOT 250, 251, 252
23797	\$ 120,240.00	WILSON, ROGER HOWLAND	BROWN BLK 4, LOT 21
23804	\$ 120,098.00	WILSON, ROGER HOWLAND	BROWN BLK 4, LOT 29, 30
36150	\$ 120,046.00	WILSON, ROGER HOWLAND	SCHREINER BLK 4A, LOT 300, 301, PT, 302 PT ACRES .478
36350	\$ 118,973.00	WILSON, ROGER HOWLAND	SCHREINER BLK 10, LOTS 598
56350	\$ 118,953.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 1, LOTS 1-12 PT
23805	\$ 117,976.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 1, LOTS 13-19 PT
23771	\$ 117,629.00	WILSON, ROGER HOWLAND	ABG ADDN BLK 1, LOTS 1-16
36373	\$ 115,333.00	WILSON, ROGER HOWLAND	SCHREINER BLK 1, LOTS 348 PT & 349 PT ACRES .4598
38543	\$ 114,989.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 24, LOTS 15
38541	\$ 114,959.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 12, LOTS 1-13 PT
36350	\$ 114,944.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 1, LOTS 1-12 PT
38520	\$ 112,809.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 1, LOTS 1-12 PT
14697	\$ 111,364.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 1, LOTS 13-19 PT
38575	\$ 109,592.00	WIGGINS, JAMES	ABG ADDN BLK 1, LOTS 1-16
36409	\$ 109,257.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 29, LOTS 5-6 ACRES .3224
38237	\$ 105,128.00	WILSON, ROGER HOWLAND	SCHREINER BLK 53, LOTS 361, 362
38503	\$ 107,943.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 1, LOTS 1-6 PT
36480	\$ 107,554.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 27, LOTS 1-6 PT ACRES .233
36447	\$ 107,371.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 15, LOTS 1-16 PT ACRES .3607
38446	\$ 107,004.00	WILSON, ROGER HOWLAND	SCHREINER BLK 53, LOTS 1-9
36499	\$ 105,557.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 1, LOTS 1-2 PT
35532	\$ 104,362.00	WILSON, ROGER HOWLAND	JATIV ADDN BLK 23, PT, LOTS 1
35290	\$ 104,242.00	WILSON, ROGER HOWLAND	INSAL BLK 1, LOTS 1-10, 11

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PRORID	Fairable Value	Owner	LEGAL DESC
24203	\$ 205,585.00	LONE STAR INVESTMENTS, LLC	CAGE BLK 1 LOT 12 PT 1.3 PT ACRES 0.15
38489	\$ 205,584.00	MAUREEN, MARILYN G	JATVY ADDN BLK 16 PT 1 PT
38486	\$ 205,583.00	VIGIL, JOSE LEONEL & VIGIL, CORALIA H &	JATVY ADDN BLK 28 LOT 1 PT PT ALLEY ACRES .132
38482	\$ 202,460.00	SMITH, CULLEN W	CAGE BLK 1 LOT 16 PT 1 PT ACRES .218
24227	\$ 200,220.00	DURHAM, HUNT, LTD	JATVY ADDN BLK 16 PT 6
71041	\$ 102,041.00	LEITH, RANDALL D	BROWN BLK 24 LOT 1 (UNIT 1)
23795	\$ 101,557.00	KURT, KENN JAMES	BROWN BLK 1 LOT 24 & PT 23
38420	\$ 100,498.00	WILLSON, GARY R	JATVY ADDN BLK 2 LOT 6
38449	\$ 100,972.00	RCM BYRD, OIL COMPANY	SCHREINER BLK 56 PT ACRES 1.057
38478	\$ 100,786.00	MOBLEY, ALISON D TEE	JATVY ADDN BLK 16 PT 1 PT
38305	\$ 100,212.00	HOSTY, JAIRO D	SCHREINER BLK 55 PT
38439	\$ 99,982.00	NOTTERCRUST BAKERY, INC	SCHREINER BLK 55 LOT 21A & PT 215
38330	\$ 98,157.00	SHER, KACHING K &	SCHREINER BLK 45 LOT 259
38356	\$ 98,710.00	HERNANDEZ, ELIZABETH DE LA ROSA	JATVY ADDN BLK 31 LOT 45 PT
38470	\$ 98,445.00	ALVARADO, JESUS R	SCHREINER BLK 59 LOT 225, 226 PT
38452	\$ 98,713.00	MARTIN, BOBBY L	JATVY ADDN BLK 23 LOT 1 PT E-PT, 11 PT
38454	\$ 97,733.00	VALGOS, JES J	JATVY ADDN BLK 36 LOT 7 PT, 8 PT, 9 PT
38386	\$ 97,540.00	PERINS, S. L.	SCHREINER BLK 50 LOT 319, 320 PT E1/2
38254	\$ 96,644.00	ZIONS & D FAMILIAL	SCHREINER BLK 50 PT
38521	\$ 96,274.00	ABERNETHY, MIRE	JATVY ADDN BLK 38 LOT 1
23820	\$ 94,422.00	COMMISSION TO EVERY	BROWN BLK 51 LOT 54 PT, 55 PT, 59 PT
38379	\$ 92,440.00	ITZ, JEREMY	SCHREINER BLK 48 LOT 351 PT, 352 PT ACRES 2.227
38540	\$ 92,005.00	ISHEY, ERIC N & JACQUELINE	CAGE BLK 1 LOT 12
24224	\$ 91,693.00	BERNHARD, MOLTON J & BETTY	SCHREINER BLK 50 LOT 333 PT, 334 PT
38392	\$ 91,407.00	GARCIA, RUDY & LYNN	CAGE BLK 1 LOT 8 PT
24216	\$ 91,375.00	PICKEL, STEVEN J	SCHREINER BLK 51 LOT 397 & PT 398
38643	\$ 90,276.00	BOWEN, R. LEASING, INC	JATVY ADDN BLK 17 LOT 3 & 4
38502	\$ 90,110.00	BAMOESS, JESS REV/UTR	SCHREINER BLK 60 LOT 486 ACRES .1745
38489	\$ 89,685.00	532, MC FARLAND STREET	JATVY ADDN BLK 29 LOT 9 PT, 10 PT & 11 PT
38445	\$ 88,224.00	SCHUESSLER, HERBERT RUGG	CAGE BLK 1 LOT 12
38358	\$ 88,122.00	MERRICK, FAMILY TRUST	JATVY ADDN BLK 27 LOT 9-10 PT
23729	\$ 87,655.00	POLLARD, EDWARD R & SHANDY TIEES	BROWN BLK 6 LOT 59 PT, 60 PT
38463	\$ 87,400.00	PRUNEDA, HUMBERTO & NICHOLAS G	JATVY ADDN BLK 13 LOT 1-2 PT
23786	\$ 86,955.00	SENEA, DEG MAIN ASSOCIATES, LLC	BROWN BLK 2 ISHAM ROCK PARKING LOT 144
38505	\$ 86,551.00	SANCHEZ, MARY ANN	SCHREINER BLK 36 LOT 582
38243	\$ 85,871.00	SLEETEN, MATTHEW R &	SCHREINER BLK 52 LOT 392 PT, 403 PT
38608	\$ 84,983.00	POWELL, GEORGE CRAIG &	BROWN BLK 24 LOT 5 PT ACRES 2.24
23938	\$ 83,582.00	HONKA, TED	JATVY ADDN BLK 21 LOT 1 & 2 ACRES 1.052
46766	\$ 83,587.00	GUERRERO, SUS CLEMENT JR	JATVY ADDN BLK 4 LOT 4, PT 5 ACRES 0.34
532583	\$ 83,331.00	BUNDY, KK, RAYNOC, BRUCE TIEE	SCHREINER BLK 50 LOT 34-336 PTS
38594	\$ 82,313.00	HE GROCERY COMPANY, LP	JATVY ADDN BLK 20 LOT 5-6 (REPLAT) ACRES .32
38415	\$ 82,134.00	18 K ADVENTURE	SCHREINER BLK 14 LOT 4
38249	\$ 81,375.00	KUYKENDALL, DAN &	JATVY ADDN BLK 10 LOT 1-2 PT
38553	\$ 81,291.00	MORRISON, DONALD L & INN DIL	SCHREINER BLK 37 LOT 36, 37 PT
38641	\$ 81,193.00	CARON, TELL BRIG	JATVY ADDN BLK 29 LOT 2 PT, 1 PT
38425	\$ 80,926.00	DONAGHE, CAROLINA A	BROWN BLK 4 LOT 6 PT
38590	\$ 80,333.00	TONKAT, LTD	JATVY ADDN BLK 12 LOT 5-6 PT
38594	\$ 79,350.00	HANCOCK, CAREY P	SCHREINER BLK 21 LOT 2
70221	\$ 78,946.00	POST HOLE VENTURES, LLC	RIVER GUIDE VILLAGE BLK 10-20% COMMON LOT G
70273	\$ 78,829.00	WELDER, RALPHERS, LTD	CAGE BLK 4 LOT 1-6 PT, 56 ACRES .039
36320	\$ 78,631.00	AYALA, MIGUEL E & THERESA	SCHREINER BLK 37 LOT 74 PT
38573	\$ 78,545.00	WILLER, JANE C & ROBERT B	JATVY ADDN BLK 29 LOT 1 PT
38458	\$ 78,228.00	Fritz Family Enterprises, LTD	JATVY ADDN BLK 12 LOT 6 PT
38798	\$ 76,220.00	ESQUINA, LP	BROWN BLK 4 LOT 22-23 PT ACRES .459
38311	\$ 74,495.00	FAIRWAY RANCHES, LTD	SCHREINER BLK 35 LOT 396
24153	\$ 73,636.00	MARAH, JANE	CAGE BLK 1 LOT 27, 28 PT
38409	\$ 73,150.00	FARHOUR, VINNIA CORLE	JATVY ADDN BLK 52 LOT 37 PT
38482	\$ 73,149.00	ABERNETHY, MIKE	JATVY ADDN BLK 15 LOT 1 PT (SW 1/2)
38272	\$ 73,120.00	HERRING, JASON L	SCHREINER BLK 33 LOT 5
38443	\$ 72,551.00	BAKER, JOHN & MAUREEN M	JATVY ADDN BLK 12 LOT 1 PT (PLUS PT, ABANDONED ALLEY)
38433	\$ 72,533.00	WILLIS, KATHLEEN A	JATVY ADDN BLK 7 LOT 2 ACRES .281

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PropID	Taxable Value	Owner	Legal Desc
36832	\$ 71,380.00	ASQUINTE, ELOISE R	SCHREINER BLK 36 LOT 587
36878	\$ 71,520.00	ASQUINTE, ELOISE R	SCHREINER BLK 48 LOT 301-PT & 352-PT ACRES 2.365
36850	\$ 65,500.00	HOGGENMEYER, WALTER	JA TIVY ADDN BLK 30 LOT 5
36805	\$ 68,480.00	FRITZ FAMILY ENTERPRISES LTD	JA TIVY ADDN BLK 48 LOT 301-PT & 352-PT ACRES 2.365
36271	\$ 68,415.00	HERBRING, JASON ET AL	SCHREINER BLK 33 LOT 4
38583	\$ 67,350.00	STREBEY, KIRKA	JA TIVY ADDN BLK 30 LOT 3
38582	\$ 65,685.00	ALERAY, CRIZ A R & BRENDA R	JA TIVY ADDN BLK 30 LOT 2 ACRES 1.607
23838	\$ 65,525.00	SUTHERLIN, KEVIN	JA TIVY ADDN BLK 7 LOT 59 PT, 70 PT, 71 PT
36002	\$ 65,400.00	LANGEFELD, DH ESTATE	JA TIVY ADDN BLK 32 LOT 12
38468	\$ 65,095.00	KERR, CRAIG DEVELOPMENT, LLC	JA TIVY ADDN BLK 15 LOT 7,9 & 10 PTS
38431	\$ 64,988.00	BLK 13 LOT 11 & 12 PTS & 1/2 CLSD H ST	JA TIVY ADDN BLK 17 LOT 7,9 & 10 PTS
38556	\$ 63,968.00	CONEXUS COMMUNICATION	BROWN BLK 24 LOT 1-8 PT UNIT 2
36255	\$ 63,364.00	SHUDZINSKI, ALBERT LEROY TEE	SCHREINER BLK 48 LOT 297 PT, 298 PT
38466	\$ 62,289.00	STAMMBURGER, ERIC L &	JA TIVY ADDN BLK 14 LOT 7,10 PT
38434	\$ 61,664.00	METRAM, LLC	JA TIVY ADDN BLK 14 LOT 3
38495	\$ 61,664.00	GARCIA, JULIA & ESTHELA G	JA TIVY ADDN BLK 16 LOT 8 & PPTS
24208	\$ 61,638.00	SALUBRIA CLAY SERIES, LLC	CAGE BACH LOT 17
38469	\$ 60,977.00	STAMMBURGER, ERIC L &	JA TIVY ADDN BLK 13 LOT 11 & 12 PTS & 1/2 CLSD H ST
38506	\$ 59,295.00	REITER RENTAL PROPERTIES, LLC	JA TIVY ADDN BLK 17 LOT 7,8 & 9 PTS
38596	\$ 59,085.00	BLK 16 INDEPENDENT PRODUCTION, LLC - SERIES FOUR	JA TIVY ADDN BLK 16 LOT 10 PT
38242	\$ 58,810.00	STEWART, JIM	JA TIVY ADDN BLK 24 LOT 15 PT 14
38518	\$ 58,678.00	GRAYSON, BILLIE J	JA TIVY ADDN BLK 15 LOT 5 & 6 PT
36509	\$ 57,920.00	INIGENA FAMILY LIMITED PARTNERSHIP	SCHREINER BLK 36 LOT 583 & 584
38436	\$ 57,754.00	TORRES, ANGELITA C	JA TIVY ADDN BLK 27 LOT 5 PT
36291	\$ 57,000.00	SOUTHERN NEWSPAPERS, INC	SCHREINER BLK 30 LOT 332 PT, 333 PT
36188	\$ 56,061.00	MORQUECHO, GREGORIA	SCHREINER BLK 50 LOT 445, PT 454
38479	\$ 55,842.00	ASQUINTE, DANIEL & MARIA L	JA TIVY ADDN BLK 15 LOT 1 PT, 2 PT, 3 PT
36358	\$ 55,173.00	ALCORTA, INDALCIO	SCHREINER BLK 25 LOT 568 PT
36442	\$ 55,161.00	VALDERRAMA, MARY HELEN	SCHREINER BLK 30 LOT 10 PT, 11, 12 PT
36487	\$ 54,595.00	ACORTA, PAOLA	SCHREINER BLK 50 LOT 433-434 PTS
38432	\$ 54,084.00	BLK 16 INDEPENDENT PRODUCTION, LLC -	JA TIVY ADDN BLK 27 LOT 1 PT
36277	\$ 53,692.00	GONZALES, YDIA	SCHREINER BLK 48 LOT 350
38181	\$ 53,510.00	MURRAY, JOHN	JA TIVY ADDN BLK 30 LOT 1
38439	\$ 53,392.00	ESPINOZA, JOSE LUIS	SCHREINER BLK 18 LOT 53, PT, 352 PT ACRES 11.48
531631	\$ 52,584.00	KING, STEPHEN W	JA TIVY ADDN BLK 18 LOT 4, 3
38339	\$ 52,013.00	ASHLEY, ERIN & JACQUELINE	JA TIVY ADDN BLK 24 LOT 9 PT, 10 PT, 11 PT
36520	\$ 51,557.00	LARA, DANIEL	SCHREINER BLK 54 LOT 358
38174	\$ 51,490.00	JEREMY BARNES INTERESTS, LLC	JA TIVY ADDN BLK 14 LOT 7 PT & 8 PT
38509	\$ 51,408.00	BLK 16 INDEPENDENT PRODUCTION, LLC - SERIES ONE	JA TIVY ADDN BLK 17 LOT 10
23839	\$ 51,403.00	DODD, BETH J	BROWN BLK 7 LOT 69 PT, 70 PT, 71 PT
38572	\$ 50,735.00	MHC, INC	JA TIVY ADDN BLK 29 LOT 1 PT, 2 PT
52895	\$ 50,008.00	KERRYVILLE DEVELOPMENT	MAIN COMMERCIAL COMMUNIUMS LOT 12
36525	\$ 49,400.00	CONSTANTE, JESSE & RACHEAL A	SCHREINER BLK 54 LOT 359 PT ACRES 0.042
36336	\$ 48,369.00	SALAZAR, CELIA B	SCHREINER BLK 34 LOT 74 PT
24206	\$ 48,302.00	SANCHEZ, FLORIN B	CAGE BLC 1-LOT 15 PT
23854	\$ 48,150.00	ESQUINA, LP	CAGE BLC 1 LOT 12 ACRES 0.3446
23825	\$ 47,702.00	KINSTREAM COMM KERRYVILLE LP	BROWN BLK 7 LOT 52 PT
38225	\$ 47,672.00	RECTOR, LINDA A & WILLIAM LTD	BROWN BLK 24 LOT 14
24205	\$ 47,280.00	LEWIS, JAMIE B (SC)	CAGE BLC 1 LOT 15 PT, 14 PT
36221	\$ 46,640.00	RICCO, MARIA FLORINDA	SCHREINER BLK 53 LOT 400
38586	\$ 45,782.00	GARZA, MARIA AYALA	SCHREINER BLK 53 LOT 401
36471	\$ 45,702.00	RODRIGUEZ, ENRIKA	CAGE BLC 1-LOT 15 PT
36450	\$ 45,148.00	SUERIO, MANUEL & MARIA L	SCHREINER BLK 59 LOT 426 PT & ALL 427
36460	\$ 44,788.00	GONZALES, LYDIA	SCHREINER BLK 54 LOT 357
36482	\$ 44,268.00	POLLARD, EDWARD R & SHARON Y TEES	SCHREINER BLK 53 LOT 402
36476	\$ 43,320.00	RODRIGUEZ, LAWRENCE	SCHREINER BLK 53 LOT 403
36584	\$ 43,195.00	DARNELL, LARRY	SCHREINER BLK 59 LOT 431-432 PTS
36524	\$ 43,054.00	THOMAS, JAMES R	JA TIVY ADDN BLK 18 LOT 12 PT BACK
36224	\$ 42,372.00	BESQUARED REAL ESTATE, LLC	CAGE BLC 1 LOT PT, 3 PT ACRES 0.303
36275	\$ 42,115.00	HERRING FAMILY TRUST, THE	SCHREINER BLK 33 LOT 1 (PT 1-5 & PT 3)

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PSR#ID	Taxable Value	Owner	Legal Desc
23916	\$ 41,950.00	41,950.00 CED DEVELOPMENT INC	BROWN BLK 23 LOT 1 PT
5282934	\$ 41,935.00	41,935.00 HERRING FAMILY TRUST, THE	MAIN COMMERCIAL CONDOMINIUMS LOT 1
386355	\$ 40,775.00	40,775.00 AYALA, LORENCE	JATIV ADDN BLK 7 LOT 12
36454	\$ 40,425.00	40,425.00 BROWN, LINDA	SCHREINER BLS 57 PT ACRES 0.85
528947	\$ 39,350.00	39,350.00 KERNVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 14
38416	\$ 38,745.00	38,745.00 K. A. ADVENTURE	JATIV ADDN BLK 1 LOT 11, 12 & 13
36455	\$ 38,420.00	38,420.00 BROWN, LYDIA	SCHREINER BLS 57 PT 1 (BROWN OIL CO) ACRES 0.441
38584	\$ 37,210.00	37,210.00 TEAGUE, WILMACE	JATIV ADDN BLK 7 LOT 4
36358	\$ 37,000.00	37,000.00 JEREMY, D	SCHREINER BLS 48 LOT 257 PT 259 PT ACRES 0.1722
36373	\$ 37,060.00	37,060.00 HERRING, JASON L ETAL	SCHREINER BLS 33 LOT 6
36349	\$ 36,895.00	36,895.00 RODRIGUEZ, GUADALUPE GALVAN H	SCHREINER BLS 53 LOT 388 PT
23739	\$ 36,590.00	36,590.00 S. & A. PETERS	BROWN BLK 3 LOT 7-A, REPLAY
38535	\$ 36,466.00	36,466.00 KUNZ, JAMES M & DARLENE R	JATIV ADDN BLK 23 LOT 4 PT
36420	\$ 36,407.00	36,407.00 RODRIGUEZ, GUADALUPE GALVAN H	SCHREINER BLS 53 LOT 399
23802	\$ 36,400.00	36,400.00 TOMASI, LTD	BROWN BLK 4 LOT 27 PT 28 PT
36486	\$ 36,215.00	36,215.00 TEREZ, RAMILO	SCHREINER BLS 50 LOT 433 PT
36339	\$ 35,993.00	35,993.00 PRICE, THOMAS S & ELIZABETH M	SCHREINER BLS 24 LOT 406 PT
36439	\$ 35,920.00	35,920.00 HUGHES, HAROLD E JR &	BROWN BLK 24 LOT 3 PT
23234	\$ 35,759.00	35,759.00 RECTOR, LYNDIA & WILLIAM LTD	MAIN COMMERCIAL CONDOMINIUMS LOT 5
529938	\$ 35,441.00	35,441.00 DOUVILLE, MARY SUE STOY	SCHREINER BLS 59 LOT 428
36427	\$ 35,409.00	35,409.00 CASTILLO, FEUERE S	JATIV ADDN BLK 27 LOT 11-12
38510	\$ 35,055.00	35,055.00 KING, STEPHEN W	SCHREINER BLS 28 LOT 2 PT ACRES 0.4525
36614	\$ 35,000.00	35,000.00 FINE, HASKELL ESTATE	MAIN PLAZA ADDN LOT 1 (REPLAY) ACRES .16
529099	\$ 34,848.00	34,848.00 WALLACE, EDGAR A &	MAIN PLAZA ADDN LOT 2 (REPLAY) ACRES .15
529100	\$ 34,848.00	34,848.00 WALLACE, EDGAR A &	RIVER GUIDE VILLAGE BLK 44-55% COMMON LOT
70023	\$ 34,658.00	34,658.00 1001 WATER ST, LTD	SCHREINER BLS 25 LOT PT ACRES .1234
23339	\$ 34,493.00	34,493.00 HONE, TED	SCHREINER BLS 35 LOT 12
55391	\$ 33,000.00	33,000.00 C LEASING, LLC	JATIV ADDN BLK 1 LOT 14-15-16 PT ACRES 3
61657	\$ 32,984.00	32,984.00 J & L ADVENTURE	MAIN COMMERCIAL CONDOMINIUMS LOT 4
528937	\$ 32,986.00	32,986.00 MCBAIN, MICHAEL & PATRICIA G	JATIV ADDN BLK 21 LOT 7-8 PT
38597	\$ 32,698.00	32,698.00 GARCIA, RUDY	MAIN COMMERCIAL CONDOMINIUMS LOT 9
528942	\$ 32,618.00	32,618.00 KERNVILLE DEVELOPMENT	SCHREINER BLS 33 LOT 3
36270	\$ 32,486.00	32,486.00 HERRING FAMILY TRUST, THE	LAKE BLK 1 LOT 11 SW PT 16 & 18 ACRES 0.35
36427	\$ 32,392.00	32,392.00 LEMOS, RAMON G R	SCHREINER BLS 54 LOT 135 PT
23432	\$ 32,100.00	32,100.00 GREEN, GEORGE ROBERT &	SCHREINER BLS 58 LOT 2 PT 11 SW PT 16 & 18 ACRES 0.35
36465	\$ 32,064.00	32,064.00 FINE, HASKELL H ESTATE	LAKE BLK 1 LOT 12 SW PT 11 SW PT 16 & 18 ACRES 0.35
24243	\$ 32,068.00	32,068.00 H. BUTT FOUNDATION	LAKE BLK 1 LOT 12 SW PT 11 SW PT 16 & 18 ACRES 0.35
364426	\$ 31,445.00	31,445.00 LEADS, RANDON G R	SCHREINER BLS 54 LOT 135 PT
36493	\$ 31,104.00	31,104.00 DYSON, SHANE & CORINE	SCHREINER BLS 60 LOT 149 ACRES 0.1785
36434	\$ 30,102.00	30,102.00 FINE, HASKELL H ESTATE	SCHREINER BLS 60 LOT 149 ACRES 0.1785
36424	\$ 30,056.00	30,056.00 GUTIERREZ, ROBERT	SCHREINER BLS 60 LOT 2
36480	\$ 30,400.00	30,400.00 FINE, HASKELL H ESTATE	SCHREINER BLS 60 LOT 457
528946	\$ 30,362.00	30,362.00 KERNVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 13
36428	\$ 30,055.00	30,055.00 PRICE, THOMAS S & ELIZABETH M	JATIV ADDN BLK 18 LOT 3 PT ACRES .04
35512	\$ 29,899.00	29,899.00 LACKEY, WILLIAM H	RIVER GUIDE VILLAGE BLK 3 (84% COMM) LOT F
36485	\$ 29,250.00	29,250.00 ARD, WALTER	MAIN COMMERCIAL CONDOMINIUMS LOT 11
36402	\$ 29,250.00	29,250.00 KELLER, ROBBY C &	SCHREINER BLS 48 LOT 301 PT 302 PT
36330	\$ 28,960.00	28,960.00 NUGENT, JAMES E	CAFE BLK 4 PT ACRES .1148
38507	\$ 28,354.00	28,354.00 ULDRAMAS, JOSE L & ALMA	SCHREINER BLS 37 LOT 574 PT 575 PT
70020	\$ 27,386.00	27,386.00 KERNVILLE PROFESSIONAL PROPERTIES, LTD	JATIV ADDN BLK 17 LOT 7 PT 8 PT
36428	\$ 27,259.00	27,259.00 KERNVILLE DEVELOPMENT	RIVER GUIDE VILLAGE BLK (84% COMM) LOT F
36385	\$ 27,095.00	27,095.00 CC BUTT GROCERY COMPANY	MAIN COMMERCIAL CONDOMINIUMS LOT 11
24246	\$ 26,884.00	26,884.00 H. BUTT FOUNDATION	SCHREINER BLS 48 LOT 301 PT 302 PT
36319	\$ 26,951.00	26,951.00 SANCHEZ, RICHARD A	CAFE BLK 4 PT ACRES .1148
36427	\$ 26,956.00	26,956.00 K. A. ADVENTURE	SCHREINER BLS 37 LOT 574 PT 575 PT
36315	\$ 26,157.00	26,157.00 WAPPER, TERRY R	JATIV ADDN BLK 11 LOT 14-15-16 PT ACRES .182
23844	\$ 25,051.00	25,051.00 CLACK, STEVEN L	BROWN BLK 7 LOT 7 PT
528943	\$ 25,013.00	25,013.00 KERNVILLE DEVELOPMENT	MAIN COMMERCIAL CONDOMINIUMS LOT 10
36400	\$ 22,000.00	22,000.00 KELLER, ROBBY C	SCHREINER BLS 52 LOT 371

APPENDIX A - CURRENT PROPERTY OWNERSHIP

PROPID	Taxable Value	Owner	Legal Desc.
36431	\$ 22,650.00	HEB GROCERY COMPANY, LP	SCHNEIDER BLK 541 LOT 359
528348	\$ 21,980.00	MEGAN, MICHAEL & PATRICIA G	MAIN COMMERCIAL CONDOMINIUMS LOT 2
36438	\$ 20,832.00	KOTKENDALL, DAN &	SCHNEIDER BLK 501 LOT 3
36439	\$ 20,683.00	FINE, HASKELL, H. & STAVIS	SCHNEIDER BLK 551 LOT 279 (NW1/4 ACRES 0.1594
528036	\$ 19,885.00	DAVIS, CHARLES H. & RANDALL K	SCHNEIDER BLK 451 LOT 279 (NW1/4 PT)
36432	\$ 19,880.00	MCBAIN, MICHAEL & PATRICK G	MAIN COMMERCIAL CONDOMINIUMS LOT 3
36401	\$ 19,550.00	CAZON, ROBERT ALLEN	SCHNEIDER BLK 601 LOT 438 PT ACRES 0.1124
36416	\$ 17,805.00	GUERRERO, PEDRO JR &	SCHNEIDER BLK 521 LOT 371/2 PT
36433	\$ 17,550.00	HEB GROCERY COMPANY, LP	SCHNEIDER BLK 551 LOT 395 PT ACRES .3347
36436	\$ 17,328.00	WARD, WALTER	JA TIVY ADDN BLK 15 LOT 9
36491	\$ 17,328.00	ICE MANAMENT, LLC	JA TIVY ADDN BLK 15 LOT 9
36614	\$ 17,385.00	A & D PROPERTIES #12	SCHNEIDER BLK 551 LOT 393 PT .354 PT
36438	\$ 17,100.00	HUGHES, HAROLD & BRENDA	SCHNEIDER BLK 541 LOT 4016 PT
52829	\$ 16,105.00	MICHLER, DONALD JOSEPH &	MAIN COMMERCIAL CONDOMINIUMS LOT 6
36415	\$ 16,000.00	MICHLER, DONALD JOSEPH &	SCHNEIDER BLK 551 LOT 394 PT .395 PT
36474	\$ 16,050.00	FINE, STEPHEN P & DAVID H FINE	SCHNEIDER BLK 551 LOT 431 PT
36425	\$ 16,350.00	H BUTT FOUNDATION	SCHNEIDER BLK 551 LOT 432 PT
319533	\$ 15,950.00	HANCOCK, CAREY P	CAGE BLK 1 LOT 4 PT ACRES 0.1448
528910	\$ 15,445.00	MICHLER, DONALD JOSEPH &	JA TIVY ADDN BLK 31 LOT 1440 PT OF 5 PT
320573	\$ 15,200.00	RECTOR, LYNDIA & WILLIAM LTD	MAIN COMMERCIAL CONDOMINIUMS LOT 7
528941	\$ 14,985.00	MICHLER, JOYCE DIANE &	BROWN BLK 24 (RIVER WALK) LOT 2-3 ACRES .0872
38533	\$ 14,465.00	LACKY, WILLIAM H	MAIN COMMERCIAL CONDOMINIUMS LOT 8
36613	\$ 13,900.00	MAPPER, CLAY WYCHE	JA TIVY ADDN BLK 15 LOT 2 PT ACRES .18
38595	\$ 12,745.00	HANCOCK, CAREY P	SCHNEIDER BLK 551 LOT 393 PT .394 PT .365 PT
39359	\$ 12,500.00	HILL COUNTRY BILLBOARD LEASING	JA TIVY ADDN BLK 31 LOT 3
39603	\$ 12,500.00	FNTZ BUSINESS ENTERPRISES LTD	SCHNEIDER BLK 451 LOT 259 PT
36902	\$ 12,000.00	C LEASING, LLC	JA TIVY ADDN BLK 31 LOT 3
36407	\$ 11,192.00	BONWELL, GEORGE CRAIG &	SCHNEIDER BLK 351 LOT 280 PT ACRES 0.092
36491	\$ 11,250.00	ZUBER, RUSTIN	SCHNEIDER BLK 501 LOT 488 PT ACRES 0.0661
36274	\$ 11,180.00	HERRING FAMILY TRUST, THE	SCHNEIDER BLK 341 LOT 7
36432	\$ 10,950.00	HEB GROCERY COMPANY, LP	SCHNEIDER BLK 541 LOT 360 PT
533031	\$ 10,491.00	BOERNER, ROBERT W	JA TIVY ADDN BLK 14 LOT 4 PT ACRES .0348
69693	\$ 9,622.00	KV VILLAGE LTD	TOWN CREEK VILLAGE LOT 7 ACRES 1.3
36423	\$ 9,550.00	MOSES, TESTE FAMILK	SCHNEIDER BLK 541 LOT 383 PT .354 PT ACRES 0.0553
52005	\$ 8,120.00	ARCA-DAY THEATRE, LLC	BROWN BLK 24 (RIVER WALK) LOT 5 PT
36422	\$ 6,785.00	MOSS, LESLY AMICK	SCHNEIDER BLK 551 LOT 354 PT ACRES 0.0519
36305	\$ 6,000.00	HOSTY, HAROLD	SCHNEIDER BLK 351 LOT 23
36276	\$ 6,000.00	HERRINGS FAMILY TRUST, THE	JA TIVY ADDN BLK 15 LOT 3 PT ACRES 0.037
38483	\$ 5,986.00	ABERNETHY, MIKE	JA TIVY ADDN BLK 15 LOT 4 PT (INE 65)
38529	\$ 5,000.00	KERVILLE, APOSTOLIC CHURCH, INC	SCHNEIDER BLK 241 ALL
35527	\$ 4,913.00	VILLARREAL, DANIEL	JA TIVY ADDN BLK 15 LOT 4 PT ACRES 0.0553
38497	\$ 2,768.00	BK INDEPENDENT PRODUCTION LLC -SERIES FOUR	COURTY BLK 1 LOT 1 PT ACRES 0.39
529287	\$ 2,095.00	UNKNOWN	BROWN BLK 4 LOT 2 PT
520014	\$ 2,030.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 6 (KSD TAX OFFICE) LOT 32
14713	\$ 2,020.00	RECTOR, LYNDIA & WILLIAM LTD	BROWN BLK 24 (RIVER WALK) LOT 3 PT
38681	\$ 1,920.00	CRA TRANSMISSION SVCS CORP	ABS AD1B2 HAYS, SUR 112 BLOCK (NW OF MCGRANIE PROPS) ACRES 0.037
38545	\$ 1,800.00	WATSON, FREDDIE R	JA TIVY ADDN BLK 15 LOT 3 PT ACRES .4607
32294	\$ 1,700.00	THOMPSON, JOHN E. & MARILYN	JA TIVY ADDN BLK 15 LOT 1 & 2
28903	\$ 1,600.00	RIVERSIDE NATURE CENTER	COURTY BLK 1 LOT 1 PT ACRES 0.39
28922	\$ 1,500.00	KERR COUNTY CHRISTIAN ACTION COUNCIL	BROWN BLK 6 (KSD TAX OFFICE) LOT 32
28960	\$ 1,400.00	KERVILLE ISD	BROWN BLK 6 (KSD TAX OFFICE) LOT 32
28667	\$ 1,300.00	SCHNEIDER BUILDINGS, A SERIES	BROWN BLK 15 LOT 104-105-106-12-13-14 (PTS OF ALL EXEMPT)
33693	\$ 1,200.00	ST. PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT C, D, E, F, G, H, I PT
23871	\$ 1,100.00	ST. PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT L, M
28679	\$ 1,000.00	ST. PETERS EPISCOPAL CHURCH	BROWN BLK 17 LOT O, P
28590	\$ 900.00	ELORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 2
28682	\$ 800.00	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 3
23695	\$ 700.00	FLORES, PATRICK - ARCHBISHOP	BROWN BLK 18 LOT 5
33897	\$ 600.00	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 39 LOT 05 PT. 85 FT
23890	\$	- FLORES, PATRICK - ARCHBISHOP	BROWN BLK 39 LOT 87 .88
23892	\$	- FLORES, PATRICK - ARCHBISHOP	BROWN BLK 39 LOT 97 .88
24225	\$	- H. BUTT FOUNDATION	BROWN BLK 39 (LOT X, Y
36209	\$	- RIVERSIDE NATURE CENTER	CAGE BLK 1 LOT 3 PT. 4 PT ACRES .312
36307	\$	- CITY OF KERVILLE	SCHREINER BLK 34 LOT 204 PT. 205 PT
36313	\$	- CITY OF KERVILLE	SCHREINER BLK 35 LOT 215 PT. 216
36412	\$	- KERVILLE BOARD OF REALTORS	SCHREINER BLK 36 LOT 588
38454	\$	- CITY PARK	SCHREINER BLK 53 LOT 368
38505	\$	- KERB COUNTY CHRISTIAN ACTION COUNCIL	JAYVY ADDN BLK 12 LOT 1-2-3 PT'S
47473	\$	- CITY OF KERVILLE	JAYVY ADDN BLK 12 LOT 7 PT & 8 PT
14696	\$	- CITY OF KERVILLE	BROWN BLK 1 (RADIATION THERAPY UNIT) LOT 118-130 PTS
23774	\$	- CITY OF KERVILLE	ABS AD182 HAYS, SUR 117 BLOCK (ADJACENT) 7/BLK 541 ACRES 9.24
23777	\$	- CITY OF KERVILLE	BROWN BLK 1 LOT 119-130 PTS
23796	\$	- CITY OF KERVILLE	BROWN BLK 1 LOT 729-124 PTS
23808	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 1 (POLICE STATION) LOT 17, 18, 19, 20 ACRES .9912
23810	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 (LOT 35 PT/NEAR)
23811	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 36
23812	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 37 .38
23813	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 39 PT, 40 PT (SE)
23815	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 (ALLEY ADJ TO LTS) LOT 35-36 & 35-42 ACRES .0801
23816	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 41
23817	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 42
23818	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 44, 45, 46, 47, 48
23819	\$	- FIRST PRESBYTERIAN CHURCH	BROWN BLK 5 LOT 49 PT, 50 PT
23821	\$	- AMERICAN NATIONAL RED CROSS	BROWN BLK 6 (EXEMPT) 51.95 PT
23861	\$	- KERR ARTS CULTURAL CENTER INC	BROWN BLK 6 (U.S. POST OFFICE) LOT 51 PT, 52 PT
23462	\$	- CALIXX FOUNDATION PROPERTIES, LLC	BROWN BLK 8 (U.S. POST OFFICE) LOT 101 PT, 102 PT, 103 PT, 104 PT
23465	\$	- ST. PETERS EPISCOPAL CHURCH	BROWN BLK 12 LOT 101 PTS, ACRES .22938
23870	\$	- ST. PETERS EPISCOPAL CHURCH	BROWN BLK 12 LOT 11
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
23885	\$	- FLORES, PATRICK - ARCHBISHOP	BROWN BLK 19 LOT B, C, R
23889	\$	- NOTRE DAME CHURCH & SCHOOL	BROWN BLK 23 LOT 83 PT, 85 PT, 87 PT
23913	\$	- CITY OF KERVILLE	BROWN BLK 23A LOT 1-2 ACRES 1.32
23926	\$	- CITY OF KERVILLE	BROWN BLK 24 LOT 5 PT
24242	\$	- H. BUTT FOUNDATION	CAGE BLK 1 LOT 1
36500	\$	- RIVERSIDE NATURE CENTER	SCHREINER BLK 35 LOT 205
36501	\$	- RIVERSIDE NATURE CENTER	SCHREINER BLK 35 LOT 207
36595	\$	- SALVATION ARMY	SCHREINER BLK 35 LOT 377
36598	\$	- SED PETERSON MEMORIAL HOSPITAL	SCHREINER BLK 35 LOT 383, 384 & PT 385 ACRES .3696
38488	\$	- DELAROSA, ALEX, PABLO CASTILLO	JAYVY ADDN BLK 16 LOT 1, 2
38525	\$	- KERR COUNTY VINCENTIAN	JAYVY ADDN BLK 19 (ST VINCENT DE PAUL SOCIETY) LOT 1-4
38526	\$	- SED PETERSON MEMORIAL HOSPITAL	JAYVY ADDN BLK 19 LOT 5-6 & 7-12
38535	\$	- KSTAR, INC	JAYVY ADDN BLK 24 (SUNSHINE DAY CARE) LOT 1,2,3,4,5,6 PT + .027 AC OF CLOSED SULMER STA/BST1
38548	\$	- NON-PROFIT CAMPUS, A SERIES OF	JAYVY ADDN BLK 26 LOT 1-A (NEPLAN)
38556	\$	- ST. PETERS EPISCOPAL CHURCH	JAYVY ADDN BLK 27 LOT 9 PT & 10 PT
38560	\$	- KSTAR, INC	JAYVY ADDN BLK 27 LOT 13 & 14
38598	\$	- CITY OF KERVILLE	JAYVY ADDN BLK 31 LOT 54 PTS (IGLESIA DE CRISTO/LATIN AM CHURCH)
47722	\$	- RAPHAEL COMMUNITY FREE	JAYVY ADDN BLK 31 (CATHOLIC THERAPY INIT/M/P ONLY) LOT 118-130 PTS
47910	\$	- CITY OF KERVILLE	JAYVY ADDN BLK 31 LOT 6-10
60188	\$	- CITY OF KERVILLE	BROWN BLK 24 LOT PT 1 ACRES .01
60284	\$	- CITY OF KERVILLE	BROWN BLK 24 LOT (PT/NEAR WALK TRAIL) ACRES .09
62435	\$	- PETERSON FOUNDATION, HAL &	SCHREINER BLK 43, LOT PTS 323-325 ACRES .63
520092	\$	- CITY OF KERVILLE	BROWN BLK 24 & 25 (PT/NEAR WALK TRAIL) ACRES .63
520116	\$	- 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 .55
531725	\$	- PLAYHOUSE 2000, INC	CAILLOUX CENTER ADDN BLK 1 LOT 2 ACRES .97

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PROPID	Taxable Value	Owner	LEGAL DESC
530725	\$	PLAYHOUSE 2000, INC	CAULLOUX CENTER ADDN BUK 1, LOT 3 ACRES 0.32
531227	\$	- CITY OF KERVILLE	CAULLOUX CENTER ADDN BUK 1, LOT 4 ACRES 2.83
531808	\$	- UNITY CHURCH OF THE HILLCOUNTRY	UNITY CHURCH OF THE HILLCOUNTRY BUK 1, LOT 1 ACRES 1.25
532469	\$	- CITY OF KERVILLE	BROWN BUK 8, LOT 27A, REBAPT (CITY HALL BLDG) ACRES 1.25
534018	\$	- CITY OF KERVILLE	BROWN BUK 8, LOT 27B, MEMORIAL LIBRARY BUK 1, LOT 1 ACRES 0.09
534028	\$	- CITY OF KERVILLE	BROWN BUK 12, LOT 15 (ITS ACRES 0.052)
23919	\$	- CAULLOUX FOUNDATION PROPERTIES, LLC	BROWN BUK 23, FT (LOT 3 PT (AKA B.C. PARTSONS HS) ACRES 0.516
23920	\$	- CAULLOUX FOUNDATION PROPERTIES, LLC	BROWN, BLOCK 23 (KERVILLE TOWN HOUSE) LOT 3 PT, ACRES 0.67 (PORTION EXEMPT)
24244	\$	- HE BUTTT FOUNDATION	CAGE BUK 1, LOT 1 ACRES 2.296
24247	\$	- HE BUTTT FOUNDATION	CAGE BUK 1, LOT 8 PT 6 ACRES 0.2304
24248	\$	- HE BUTTT FOUNDATION	CAGE BUK 1, LOT 9 PT ACRES 0.2738
247249	\$	- HE BUTTT FOUNDATION	CAGE BULK (HALMARK APPTS) LOT 7 ACRES 0.43
367915	\$	- RIVERSIDE NATURE CENTER	SCHREINER BUK 34, LOT 1
367927	\$	- RIVERSIDE NATURE CENTER	SCHREINER BUK 35, LOT 201, 202, 203
367928	\$	- RIVERSIDE NATURE CENTER	SCHREINER BUK 25, LOT 204 PT, 205 PT
36451	\$	- ALAMIC AREA COUNCIL OF GOVERNMENTS	SCHREINER BUK 5, LOT 1 PT ACRES 2.215
36516	\$	- CITY OF KERVILLE	SCHREINER BUK 57 (REPLAT) LOT 1 PT ACRES .56
36457	\$	- KERI COUNTY	SCHREINER BUK 57 PT, LOT 1 (COUNTY RECYCLING YARD)
36537	\$	- ALCORTA, INDALESI (LIFE ESTATE)	SCHREINER HERZOG BUK 33, LOT 8, 9, 10 PT
38418	\$	- CITY OF KERVILLE	JA TIVY ADDN BUK 1, LOT 1
38419	\$	- CITY OF KERVILLE	JA TIVY ADDN BUK 2, LOT 2, 3, 4 & 5
38421	\$	- CITY OF KERVILLE	JA TIVY ADDN BUK 2, LOT 7 (FIRE DEPT #1)
38423	\$	- CITY OF KERVILLE	JA TIVY ADDN BUK 2, LOT 10 (FIRE DEPT/ADMIN BLDG)
38564	\$	- SUNRISE BAPTIST CHURCH, INC	JA TIVY ADDN BUK 28, LOT 3
38565	\$	- SUNRISE BAPTIST CHURCH, INC	JA TIVY ADDN BUK 28, LOT 4-5-6 (+1/2 ADJ ALLEY)



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

SUBJECT: Interlocal agreement with South Central Planning and Development Commission for development services software.

AGENDA DATE OF: 10/23/2018 **DATE SUBMITTED:** 10/17/2018

SUBMITTED BY: Drew Paxton

EXHIBITS: Interlocal Agreement

Expenditure Required: \$41,259.96	Current Balance in Account: \$79,200	Amount Budgeted: \$79,200	Account Number: 70-7000-2300
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PAYMENT TO BE MADE TO: South Central Planning and Development Commission

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area Guiding Principle	F - Public Facilities and Services F1 - Commit to maintaining high-quality, cost-effective public services and facilities consistent with anticipated growth and ensure cost-effective use and maintenance of these assets	
Action Item	F1.7 - Continue to evaluate Development Services processes and enhance the consistency and timeliness of services.	

SUMMARY STATEMENT:

Throughout the review of current Development Services processes, particularly the building permit process, one common concern was the access to information regarding the building permit applications and plan review process. Through a Lean Six Sigma project, Trina Sanchez was able to identify multiple areas for improvement in many parts of the process. While some of these improvements have been put in place, one major setback for the departments is the permitting software. Additionally, Development Services has been working with a small group of development and building stakeholders to help identify areas and processes for improvement. This group expressed a deep desire to have more access to the information and steps during the permitting process.

Development Services has been utilizing the current software, Incode 9, since 2008. The software has undergone many updates and changes over the past decade, however those changes have not improved the process. Now the parent company, Tyler Technologies, is pushing their focus away from Incode as a permitting program onto other platforms and in doing so has limited support and no longer offering updates to Incode 9.

Knowing the limitations and lack of growth with the current software, Development Services staff and other departments began reviewing and demoing several permitting software programs within the past few months. As staff began to check off the list of

wants and needs of City departments and stakeholders, the review pointed towards one particular software group.

The cost for this type of software varies substantially depending on the company, the number of modules offered, as well as the structure of fee schedules. Some companies offer a flat yearly rate based on population while others offer fee schedules based on total number of permits per year.

The South Central Planning and Development Commission (SCPDC), as their name indicates, is a regional planning organization in Louisiana. SCPDC developed a software for their own use and over the last several years have been partnering with other communities to utilize the software. This software set, known as My Government Online and the permitting module My Permit Now, allows users on both sides access to permits, plans, and inspections online and real time. Contractors and citizens can log in and receive updates on a permit or inspections 24/7. Staff will be able to coordinate plan review, revisions, and inspections with multiple parties and departments at the same time. This type of access to the process will help improve communications with staff and contractors throughout the entire permitting process.

The My Government Online software offers all of the modules that the development stakeholders and staff are looking to utilize. SCPDC uses a permit count for their fee structure and a leveled monthly billing. For the average number of permits in Kerrville, this is projected at \$3,438.33 per month, or about \$41,260 per year. This software is more expensive per month than some other options, however SCPDC does not charge any start-up costs like the other options.

SCPDC has partnered with several other Texas communities as well. San Marcos, Leander, Georgetown, Dripping Springs, and Marble Falls are a few.

My Permit Now is also set up for digital plan review and inspections. Staff will no longer be limited by reviewing hard copies of plans in the office or in the field. Inspections reports will update immediately and can be emailed to all parties involved.

This software update will have an impact on several departments, not just Development Services. The building permit plan review process alone involves six departments: Building Services, Planning, Engineering, Public Works, Environmental Health, and Fire Marshals. The modules within the software will directly impact four to five departments: Building Services, Planning, Code Enforcement, Environmental Health, and possibly some options for Engineering.

Once contracted, the implementation process will take between three to six months. Development Services anticipates a “go live” date sometime in the spring of 2019.

RECOMMENDED ACTION:

Approve the interlocal agreement.



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

SUBJECT: Resolution No. 43-2018 approving the updated Kerrville River Trail Master Plan.

AGENDA DATE OF: 10/23/2018 **DATE SUBMITTED:** 10/15/2018

SUBMITTED BY: Ashlea Boyle
Director of Parks and Recreation

EXHIBITS: Resolution No. 43-2018

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

PAYMENT TO BE MADE TO:

Kerrville 2050 Item?	Yes:	No: <input type="checkbox"/>
Key Priority Area	P - Parks/Open Space/River Corridor	
Guiding Principle	P5 - Focus on enhancing/investing in existing parks, their purpose or repurpose and improving accessibility before acquiring land for new parks	
Action Item	P6.3 – Create a pedestrian / bike connection from Schreiner University to the River Trail. P6.5 – Continue developing a vision / plan and identify funding options to extend the River Trail	

SUMMARY STATEMENT:

The Kerrville River Trail was originally funded in 2011 through the Economic Improvement Corporation for a \$6M six mile trail. It was phased over several years and extends approximately five miles from Kerrville-Schreiner Park to the Dietert Center, the newest half mile segment currently under construction. This segment is scheduled to be complete in November and will finish out the remainder of the project budget.

Pursuant to Kerrville 2050, attached is the updated Kerrville River Trail Master Plan and corresponding resolution. The updated plan was presented to the Parks and Recreation Advisory Board on September 13, 2018. It includes connections to Loop 534 and Kerrville-Schreiner Park to Schreiner University and surrounding neighborhood, Town Creek to the Kerrville Sports Complex, a loop from the Dietert Center to Spur 98 bridge and to the Southbank west connecting back to the existing trail. This plan is a concept and would require the appropriate funding and easement acquisitions in the future.

Staff is requesting consideration and approval of this master plan for the Kerrville River Trail.

RECOMMENDED ACTION:

Approve Resolution No. 43-2018.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 43-2018

**A RESOLUTION APPROVING AN UPDATED KERRVILLE
RIVER TRAIL MASTER PLAN**

WHEREAS, the City owns and maintains a number of parks and recreational areas which are intended to be used by and to benefit the public; and

WHEREAS, in September 2008, City Council passed Resolution 74-2008, which adopted the *Kerrville Parks, Recreation and Open Spaces Master Plan*; and

WHEREAS, in 2011, the City Council approved funding for the construction of a six mile river trail, such funding made through a grant from the Economic Improvement Corporation; and

WHEREAS, the Kerrville River Trail currently consists of approximately 5 miles of concrete trail, with ongoing construction of another half-mile that will extend the trail west toward the City's Guadalupe Park; and

WHEREAS, City staff prepared an updated *Kerrville River Trail Master Plan*, which the City's Parks and Recreation Advisory Board recently reviewed and approved; and

WHEREAS, City Council finds it to be in the public interest to adopt the *Kerrville River Trail Master Plan* as presented;

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

The City Council of the City of Kerrville, Texas, adopts the document titled the *Kerrville River Trail Master Plan* as attached as **Exhibit A**.

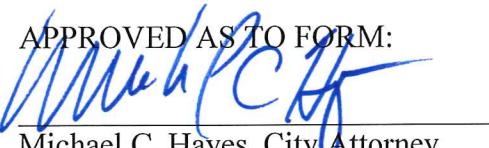
**PASSED AND APPROVED ON this the _____ day of _____, A.D.,
2018.**

Bill Blackburn, Mayor

ATTEST:

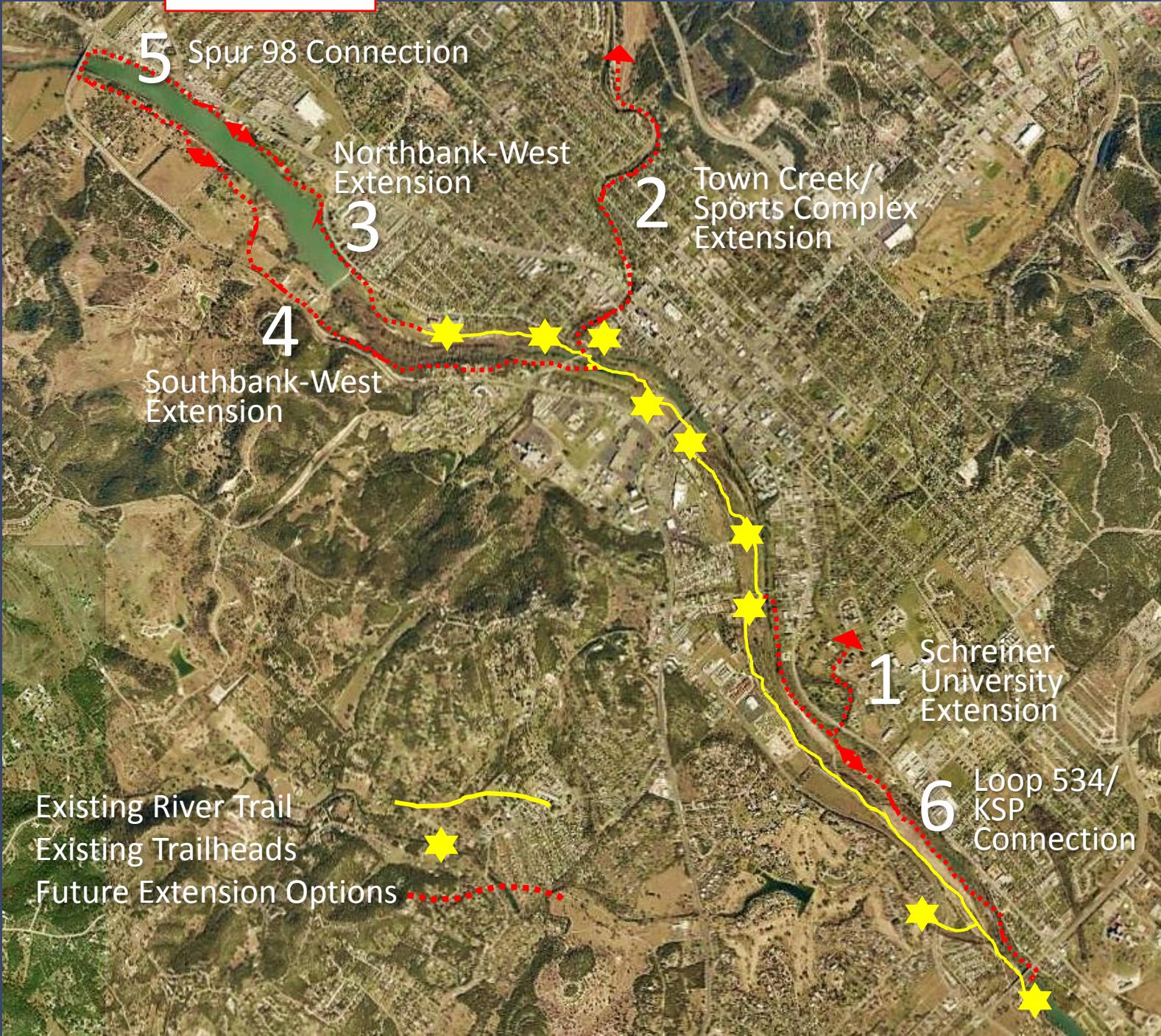
Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

Kerrville River Trail Master Plan

EXHIBIT A





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

SUBJECT: Approval of Interlocal Agreement with Kerr County for Library and Animal Services.

AGENDA DATE OF: 10/23/2018 **DATE SUBMITTED:** 10/17/2018

SUBMITTED BY: City Manager Mark McDaniel

EXHIBITS: Final Draft Interlocal Agreement 101819
Various applicable Kerr County Court Orders
Former Interlocal Agreement
Chapter 18 of the City of Kerrville Code of Ordinances (Animals)

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: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Key Priority Area	F - Public Facilities and Services	
Guiding Principle	F5 - Consider opportunities for interlocal agreements and collaborations with other government entities and partner agencies for the provision of services	
Action Item	Evaluate the impacts of the new agreement with Kerr County to provide library (and animal) services and make adjustments to operations, funding, and user policies as necessary	

SUMMARY STATEMENT:

As proposed, this new interlocal agreement with Kerr County for library and animal services has been negotiated over several months, taking into consideration not only County requests for changes but also concerns shared by various citizens. As presented, it clarifies former provisions and addresses many issues that have been ongoing until recently. Most notably, the new agreement:

- Provides for a new termination clause without cause with 90 days' notice in the event that this arrangement is not working for either party. (**Sec. 2.**)
- Affirms a minimum 72 hour hold period for cats and dogs in general, except if space is unavailable at the animal control facility, as provided in former Court Order 28209 adopted in 2003 and amended by the new Court Order 37068 adopted this month (attached to the agreement). (**Sec. 3.A.iii.**)

- Is consistent with City regulations in that cats shall not be required to be restrained, and they will not be picked up as strays unless there is a risk to public health due to rabies, etc. (as outlined in the new Court Order 37067 *and a minor change pending action on November 13, 2018 to amend 4.2(a)(1) of Court Order 28209 to delete the words “or cat”*). (**Sec. 3.A.iii.**)
- Affirms that the existing animal control facility will be staffed seven days per week, except for holiday, pursuant to hours established by the County. (**Sec. 3.A.ii.**)

NOTE: Currently, animal control officers are on duty every day from 8 a.m. to 8 p.m., and on call from 8 p.m. to 8 a.m.
- Affirms that the existing animal control facility will be open to the public during hours determined by the County. (**Sec. 3.A.ii.**)

NOTE: Currently, the animal control facility is open to the public for all services six days per week:

 - Monday, Wednesday and Friday: 8 a.m. to 5 p.m.
 - Tuesday and Thursday: Noon to 5 p.m.
 - Saturday: 9 a.m. to 11 a.m.
- Clarifies that the County shall not be responsible for enforcing City regulations that are not expressly related to services provided under the new agreement, such as the regulation of the number of animals per home, the keeping of livestock, barking dogs, etc. (**Sec. 3.D.**)
- Affirms that the City may appoint 1/5 of the newly created Animal Services Advisory Committee as adopted by Court Order 37057 (also attached). (**Sec. 3.J.**)

NOTE: Regardless of the need for this new interlocal agreement, City staff needs to revisit the City's very dated Ordinance regarding animal regulations and make recommendations to bring it up to date. For example, the Ordinance references fees which the City no longer collects in some cases. This and other minor inconsistencies or obsolete provisions can be addressed at that time.

RECOMMENDED ACTION:

Authorize the Mayor to execute a new interlocal agreement with Kerr County for library and animal services.

INTERLOCAL AGREEMENT BETWEEN KERR COUNTY, TEXAS AND THE CITY OF KERRVILLE, TEXAS FOR THE PROVISION OF ANIMAL CONTROL SERVICES WITHIN THE CITY OF KERRVILLE, TEXAS, AND SERVICES OF THE BUTT HOLDSWORTH MEMORIAL LIBRARY FOR RESIDENTS OF KERR COUNTY

This Interlocal Agreement for the Provision of Animal Control Services within the City of Kerrville, Texas, and Services of the Butt Holdsworth Memorial Library for Residents of Kerr County (the “Agreement”) is entered into between Kerr County, Texas (“County”), and the City of Kerrville, Texas (“City”), and is effective as of August 1, 2018 (the “Effective Date”).

WHEREAS, Chapter 791 of the Texas Government Code (“The Interlocal Cooperation Act”) authorizes local government entities to enter into interlocal agreements for the provision of governmental functions and services; and

WHEREAS, Section 791.003 of the Texas Government Code specifically authorizes interlocal agreements for government functions and services, such as library, public health and welfare, and governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the County and City are mutually interested in entering into an agreement whereby the County will provide animal control services within the City and the City will allow all County residents to access all services of its Butt Holdsworth Memorial Library; and

WHEREAS, each party, in performing governmental functions and services hereunder, shall perform those functions from current revenues legally available to that party; and

WHEREAS, each party finds that the execution and performance of this Agreement is in the common interest of both parties; that the terms of this Agreement will increase the efficiency and effectiveness of the delivery of services by each of the parties thereby benefitting the public interest; and that this Agreement effectively and fairly compensates the performing parties for the services or functions performed under the Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above and covenants expressed herein, and in accordance with the Interlocal Cooperation Act, the County and City agree as follows with respect to the provision of animal control and library services:

1. PURPOSE. The intent of this Agreement is to establish the terms and conditions between County and City whereby County shall provide animal control services within the City and the City shall allow all Kerr County residents to access the City’s Butt Holdsworth Memorial Library (“Library”) and its services.

2. TERM. County and City shall commence the provision of its respective services under the Agreement on the 1st day of August, 2018 through September 30, 2019. This Agreement will automatically renew each year on October 1 and continue through September 30, for three one-year renewals, with a final

termination date being September 30, 2022. Either party may terminate this Agreement with 90 days' notice by providing written notice of such termination to the nonterminating party.

3. ANIMAL CONTROL SERVICES.

- A. County shall perform the following animal control services within the City's incorporated limits by and through its Kerr County Animal Services Department (KCAS) pursuant to the following terms:
 - i. County shall provide all animal control services as required by law, including investigating citizen complaints; responding to loose animal calls/complaints ; proactively enforcing appropriate State animal-related laws; engaging in the impoundment of stray animals; accepting stray or unwanted animals at the Facility; managing the reclamation of animals by owners and the adoption of unclaimed animals by the public; investigating animal bite reports; quarantining of animals involved in bites; investigating allegations of animal cruelty; responding to animal neglect or injured animals; and euthanizing animals as necessary.
 - ii. County shall operate and maintain its existing animal control facility located at 3600 Loop 534 ("Facility"). KCAS will be staffed seven days per week, except for holidays, pursuant to hours established by County to provide the services required in this Agreement. Facility will be open to the public during hours determined by County for the acceptance of stray or unwanted animals and for managing the reclamation and adoption of animals. County will notify City in writing of Facility hours, including hours open to the public, upon execution of this agreement. City shall be notified of any change of hours thereafter;
 - iii. County shall serve as the Local Rabies Control Authority for the City, pursuant to Section 826.017, Texas Health and Safety Code. The Parties agree that the County's August 11, 2003 Court Order 28209, as amended October 9 , 2018 by Court Order 37068, and again on November 13, 2018 by Court Order (pending) regarding Animal Regulations of the Kerr County Commissioners Court, attached hereto, shall apply within the jurisdictional areas of the City.
- B. City shall continue to respond to and investigate allegations of animal theft, animal noise complaints (e.g., barking dogs), and nuisance conditions pursuant to the keeping of animals within the City.
- C. County is not responsible for the collection of dead animals from streets or rights-of-way within the City nor is it obligated to respond to wildlife issues as regulated by the Texas Parks and Wildlife Department.
- D. County shall not be required to enforce any City regulations and Ordinances under the terms of this agreement, other than those expressly addressed herein, although County may assist City in its own enforcement.
- E. City shall file citations and complaints regarding applicable violations occurring within the jurisdictional limits of the City through the City's Municipal Court. It is agreed that the appropriate personnel from County will be administratively directed to be

present at such times as court sessions are set and cases involving said citations and complaints are on the court's docket, without the necessity for the issuance of a subpoena. City shall provide reasonable notice of any case settings to the County.

- F. County shall provide necessary training for its employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the County, and shall require such personnel to maintain all required licenses and certifications in accordance with applicable laws.
- G. County shall keep accurate records of all services provided to City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City, as may be requested.
- H. County may charge fees to persons registering, licensing, reclaiming, or adopting an animal pursuant and subject to the budget approval process provided by State statute.
- I. City and specifically its police department, may, when called and/or available, provide support to County and its employees with respect to the County's provision of services under this Agreement where, in the City's sole discretion, a dangerous or threatening situation exists.
- J. County agrees that City may appoint up to one-fifth (1/5) of the appointments to the Animal Services Advisory Committee created by Court Order 37057 on October 9, 2018.

4. LIBRARY SERVICES. City, through its Library, shall assume the functions of a county library within Kerr County in accordance with Section 323.011, Texas Local Government Code, under the terms and conditions hereinafter stated:

- A. City shall maintain and be solely responsible for the ownership, control, and management of the Library.
- B. City shall maintain the accreditation of the Library in accordance with the Title 13 of the Texas Administration Code, Part 1, Chapter 1, Subchapter C, with services based upon a population estimate.
- C. The Library Advisory Board, as established by City and functioning in accordance with Chapter 66, Article II of the City Code of Ordinances, shall continue providing advice and recommendations to the City as to the operations of Library. Following a vacancy to the County's board position, the County may appoint a replacement member.
- D. City shall continue operating the Library in accordance with the existing days and times that it is open to the public and in accordance with the annual budgeted programming. City may change the standard operating days and times for holidays, building renovations and construction, weather conditions, and other unforeseen conditions at any time. City will notify County in writing of any change in standard operating days and times.

5. REPORTS AND ANNUAL REVIEW. Each party shall provide a written summary of its operations pursuant to the respective services it is providing under this Agreement. Such reports shall be submitted to the other party on a quarterly basis as follows: on or before January 1, April 1, July 1, and October 1 of each year. In addition, the parties shall meet each year to review the services and operations required under this Agreement.

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

7. INDEPENDENT OPERATIONS. In the performance of obligations hereunder, each party has the exclusive right to supervise, manage, control, and direct its employees in the performance of its required services hereunder. Each party shall look to other party for results only and shall not have the right to direct the other party or any of its officers or employees in the performance of such services or as to the manner, means, or methods in which the services are performed except as herein expressly provided

8. NO ASSIGNMENT. This Agreement shall be binding upon parties hereto, provided, however, that neither party shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

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

10. NOTICE. Notice to either party as provided herein shall be sufficient if sent by first class mail, postage prepaid to each party as follows:

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

City Manager
City of Kerrville
City Hall, 701 Main Street
Kerrville, TX 78028

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

11. WAIVERS AND IMMUNITIES. Nothing herein shall be considered a waiver of any right, protection, or immunity of either party granted by the laws of the State of Texas, or any other statute, law or regulation and each party hereto expressly reserves all such rights, protection and immunity. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, employees, or agents of the parties when performing a function shall apply to such officers, employees, or agents to

the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act. The parties expressly agree that, in all things relating to this Agreement, each is performing a governmental function, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND** including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. Finally, each party acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

12. INDEPENDENT CONTRACTORS. County and City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for carrying out the terms of this Agreement. Neither party nor any of their respective officials, employees, or agents shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. SEVERABILITY. The Parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. HEADINGS. The headings of sections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior or contemporaneous understandings, communications or representations, whether oral or written, regarding the subject matter of this Agreement with respect to the subject matter hereof. No amendment, modification, or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Kerr County, Texas, by the County Judge, as authorized by the Commissioners Court, and on behalf of the City of Kerrville, Texas, by the Mayor, as authorized by of the City Council.

CITY OF KERRVILLE, TEXAS

By: _____
Bill Blackburn, City Mayor

Date: _____

ATTEST:

Cheryl Brown, Interim City Secretary

APPROVED AS TO FORM:

Michael C. Hayes, City Attorney

COUNTY OF KERR, TEXAS

By: _____
Tom Pollard, County Judge

Date: _____

ATTEST:

Rebecca Bolin, County Clerk

APPROVED AS TO FORM:

Heather Stebbins, County Attorney

COURT ORDER NO. 28209

ADOPT THE RABIES AND ANIMAL CONTROL ORDER AND FEE SCHEDULE

On this the 11th day of August, 2003 upon motion made by Commissioner Nicholson seconded by Commissioner Baldwin, the Court **unanimously approved by a vote of 4-0-0**, to adopt the proposed Rabies and Animal Control Order and Fees Schedule as amended.

RABIES AND ANIMAL CONTROL ORDER

WHEREAS, the danger of rabies presents a significant threat to public health and safety, it is the desire of this Court to establish regulations regarding the control of this deadly disease;

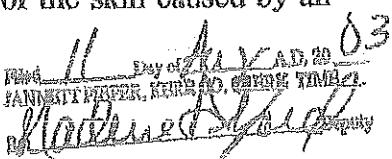
WHEREAS, the Texas Health and Safety Code 826.013, 826.014, and 826.031, provide the authority for such regulations, and

IT IS THEREFORE ORDERED that the Kerr County Rabies and Animal Control Order is enacted and adopted as follows:

SECTION 1. DEFINITIONS.

As used in this Order:

- (a) "Animal" means any live or dead mammal, domesticated or wild.
- (b) "Animal Establishment" means any pet shop, grooming shop, animal auction, performing animal exhibition, kennel, or animal shelter, except this term shall not include veterinary medical facilities, licensed research facilities, facilities operated by governmental agencies, or licensed animal dealers regulated by the United States Department of Agriculture under the provision of US Public Laws 89-544 and 91-579.
- (c) "Animal Shelter" means a facility designated or recognized by the Jurisdiction for the purpose of impounding and caring for animals.
- (d) "Bite" means any puncturing or tearing of the skin caused by an animal.

11 Day of MAY A.D. 2003
JANETTE PARKER, Clerk to, CERTIFIED


- (e) "Cat" means *Felis catus*, whether live or dead.
- (f) "Custodian" means any person or agency, which feeds, shelters, harbors, or has possession or control, or has the responsibility to control an animal.
- (g) "Dog" means *Canis familiaris*, whether live or dead.
- (h) "Harboring," means the keeping and caring for an animal, or providing a premises to which the animal returns for food, shelter or care.
- (i) "High risk animals" are those animals which have a high probability of transmitting rabies. They include skunks, bats, foxes, raccoons, or such other animals that may be so designated by order of the Local Health Authority.
- (j) "Humanely killed" means to cause the death of an animal by a method which is not prohibited by 823.006 of the Texas Health and Safety Code and:
 - (1) rapidly produces unconsciousness and death without visible evidence of pain or distress; or
 - (2) utilizes anesthesia produced by an agent which causes painless loss of consciousness and death following such loss of consciousness.
- (k) "Kennel" means an establishment kept for the purpose of breeding and or selling of dogs or cats or engaged in training dogs or cats.
- (l) "Local Health Authority" means the person or officer designated by this Court under 826.017 of the Texas Health and Safety Code.

- (m) "Low risk animal" is one that has a low risk of transmitting rabies. They include opossums, shrews, moles, squirrels, gophers, mice, rabbits, rats, and armadillos or such other animals that may be so designated by order of the Local Health Authority.
- (n) "Neutered" means rendered permanently incapable of reproduction.
- (o) "Owner" means any person, corporation, or other entity which has a legal or possessory interest in an animal.
- (p) "Pet Shop" means an establishment engaged in the business of buying or selling, at retail, dogs or cats or other animals for profit-making purposes.
- (q) "Quarantine" means strict confinement of an animal specified in an order of the Texas Board of Health or the Local Health Authority:
 - (1) on the private premises of the animal's owner or custodian or at a facility approved by the Local Health Authority; and
 - (2) under restraint by closed cage or paddock, or in any other manner approved by the Local Health Authority.
- (r) "Rabies" means that infectious acute viral disease of man and animal affecting the central nervous system and usually transmitted by animal bite.
- (s) "Stray" means roaming with no physical restraint beyond the premises of an animal's owner or custodian.
- (t) "Unowned animal" means any animal for which an owner has not been identified.

- (u) "Vaccinated" means properly inoculated with a rabies vaccine, licensed for use in the species by the United States Department of Agriculture by a licensed veterinarian.
- (v) "Veterinarian" means any veterinarian who is licensed to practice medicine in one or more of the 50 states. Such license must be active and in good standing with the issuing agency.

SECTION 2 – RABIES CONTROL AND ERADICATION.

SECTION 2.1 – VACCINATIONS.

2.1.1 – VACCINATIONS REQUIRED.

- (a) The owner or custodian of each dog or cat shall have the animal vaccinated against rabies by the time the animal is four (4) months of age and within each subsequent thirty-six (36) month interval thereafter.
- (b) No such vaccination shall be considered current or valid unless:
 - (1) The animal was at least three (3) months of age at the time the vaccination was administered;
 - (2) At least thirty (30) days have elapsed since the initial vaccination; and
 - (3) Not more than thirty-six (36) months have elapsed since the most recent vaccination.

2.1.2 – CERTIFICATE OF VACCINATION.

- (a) A veterinarian who vaccinates a dog or cat against rabies shall issue to the animal's owner an official rabies vaccination certificate upon a form furnished by the veterinarian.
- (b) The issuing veterinarian shall retain a copy of the official rabies vaccination certificate in a readily reviewable status for a period of not less than three (3) years from the date of issuance.
- (c) The official rabies vaccination certificate shall contain the following minimum information:
 - (1) the owner and/or custodian's name, address, and telephone number;
 - (2) animal identification:
 - (a) species,
 - (b) sex,
 - (c) age,
 - (d) weight, in pounds
 - (e) predominant breed, and
 - (f) colors;
 - (3) vaccine used:
 - (a) type,
 - (b) producer,
 - (c) expiration date, and
 - (d) serial number;
 - (4) date vaccinated;
 - (5) rabies tag number and year issued;
 - (a) Veterinarian's signature and license number.

2.1.3 – RABIES TAG

- (a) Concurrent with the issuance and delivery of the official rabies vaccination certificate referred to in Section 2.1.2, the custodian or owner of the dog or cat shall cause to be attached to the collar or harness of the vaccinated dog or cat, a metal tag, serially numbered to correspond with the official rabies vaccination certificate number, and bearing the year of issuance, the name of the issuing veterinarian, and his address.
- (b) In the event of loss or destruction of the original tag provided for in Section 2.1.3, the owner of the dog shall obtain a duplicate tag. Such tags shall indicate that it is a duplicate tag.

2.1.4 – PENALTIES

- (a) A person commits an offense if the person fails or refuses to have each dog or cat owned by the person vaccinated against rabies as provided for in this section.
- (b) An offense under this section is a Class C misdemeanor.

SECTION 2.2 – REPORTS

2.2.1 – REPORTS OF RABIES

- (a) A person who knows of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the Local

Health Authority as soon as possible, but not later than 24 hours from the time of the incident.

- (b) The report must include:
 - (1) the name and address of the victim and of the animal's owner, or custodian if known; and
 - (2) any other information that may help in location the victim or animal.
- (c) The Local Health Authority shall investigate each report filed under this section, utilizing the standardized reporting forms prescribed by the Texas Department of Health.

SECTION 2.3 – QUARANTINE AND TESTING

2.3.1 – QUARANTINE OR TESTING REQUIRED

- (a) The owner or custodian of an animal shall submit an animal for quarantine or testing if:
 - (1) the animal is reported to be rabid or that it has bitten or otherwise exposed an individual or animal to rabies; or
 - (2) the owner knows or suspects that the animal is rabid or that it has bitten or otherwise exposed an individual or animal to rabies.
- (b) If the animal becomes ill during the observation period, the Local Health Authority must be notified by the person having possession of the animal.
- (c) Any animal required to be quarantined under this section which cannot be maintained in a secure quarantine, shall be humanely killed and the brain tested for rabies.

2.3.2 -- BITING ANIMALS

- (a) A dog or cat which has bitten a human shall be placed in quarantine for ten (10) days. This 10-day observation period will begin on the day of the bite incident.
 - (1) If such dog or cat has been designated by the Local Health Authority as unclaimed, it may be humanely killed and tested for rabies.
- (b) No quarantine is authorized for high-risk animals that have bitten a person or animal. Those animals shall be humanely killed and their brains submitted for rabies testing as provided for herein.
- (c) No quarantine or testing is required for low risk animals that have bitten a person or animal unless the Local Health Authority has cause to believe the biting animal is rabid, in which case the animal shall be humanely killed and tested for rabies as provided for herein.
- (d) If the biting animal is not included in (a), (b), or (c) of this section, the biting animal shall be humanely killed and the brain tested for rabies. The Local Health Authority may, however, as an alternative method to killing and testing, authorize a thirty (30) day observation period.
- (e) The Local Health Authority may require an animal, which has inflicted multiple bite wounds, punctures, or lacerations to the face, head, or neck of a person to be humanely killed and the brain tested for rabies.

2.3.3 – EXPOSED ANIMALS

- (a) Unvaccinated animals which have been bitten or directly exposed by physical contact with a rabid animal or its fresh tissues shall be:
 - (1) humanely killed; or
 - (2) if sufficient justification for preserving the animal exists, the exposed animal shall be immediately vaccinated against rabies, placed in strict isolation for ninety (90) days, and given booster vaccinations during the third and eighth weeks of isolation. If the animal is under three months of age at the time of the second vaccination, an additional booster should be given when the animal reaches three months of age.
- (b) Currently vaccinated animals which have been bitten or otherwise significantly exposed to a rabid animal shall be:
 - (1) humanely killed; or
 - (2) if sufficient justification for preserving the animal exists, the exposed vaccinated animal shall be given a booster rabies vaccination immediately and placed in strict isolation for 45 days.
- (c) These provisions apply only to domesticated animals for which approved rabies vaccine is available. Other animals shall be humanely killed.

2.3.4 – QUARANTINE FACILITY

- (a) Where home quarantine is not approved or requested, the owner, custodian, or Local Health Authority shall take possession of an animal that meets the criteria set forth in sections 2.2.1, 2.3.1, 2.3.2, or 2.3.3, and shall ensure that the animal is placed in a facility.
 - (1) That meets the standards of the Texas Department of Health; and
 - (2) Has, within the preceding twelve (12) months, been inspected by the Texas Department of Health and has been found by the Department to have met acceptable standards.
 - (3) That keeps such accurate records as may be determined to be necessary by the Commissioner's Court.

2.3.5 – HOME QUARANTINE

- (a) The Local Health Authority may grant an owner or custodian permission for home quarantine if, in that officer's discretion, the following criteria can be met:
 - (1) Secure facilities are available at the home of the animal's owner or custodian and are approved by the Local Health Authority;
 - (2) The animal is currently vaccinated against rabies, and
 - (3) The animal was not a stray at the time of the bite.
- (b) The Local Health Authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period.

2.3.6 – SUBMISSION OF SPECIMENS FOR LABORATORY EXAMINATION

- (a) Preparation of specimens either for shipment or for personal delivery for rabies diagnoses shall be in accordance with the requirements of the Texas Department of Health.

2.3.7 – RELEASE OR DISPOSITION OF QUARANTINE ANIMAL

- (a) If a veterinarian determines that a quarantined animal does not show the clinical signs for rabies, the Local Health Authority shall release the animal to its owner or custodian when the quarantine period ends if:
 - (1) all costs of quarantine, observation, vaccination, and other fees, have been paid, and
 - (a) the owner has a unexpired rabies vaccination certificate for the animal; or
 - (b) the animal is vaccinated against rabies by a licensed veterinarian at the owner's expense.
 - (2) the animal is registered as required by 3.1.
- (b) If a veterinarian determines that a quarantined animal shows clinical signs of rabies, the Local Health Authority shall humanely kill the animal. If an animal dies or is destroyed while in quarantine, the Local Health Authority shall remove the head or brain of the animal and submit it for testing at the owner's expense.

- (c) No animal may be released from quarantine or observation without written order of the Local Health Authority.

2.3.8 – PAYMENT FOR QUARANTINE AND TESTING

- (a) The owner of an animal that is quarantined or tested for rabies under the Order shall pay to the Local Health Authority the reasonable costs of the quarantine, testing, and disposition of the animal. The Local Health Authority may bring suit to collect those costs.
- (b) The Local Health Authority may sell the animal and retain the proceeds of keep, grant, or humanely kill an animal if the owner or custodian does not take possession of the animal before the fourth day following the final day of the quarantine period. All costs and fees set out in (a) above shall be paid before an owner or custodian may take possession of an animal. No act of the Local Health Authority shall relieve the owner from liability for reasonable costs of keeping, quarantining, testing, and/or disposition of the animal.

SECTION 3. REGISTRATION OF DOGS AND CATS

3.1 REGISTRATION REQUIRED

- (a) The owner or custodian of each dog or cat shall register each such dog and cat as provided in this section.
- (b) In order to register a dog or cat under this section, the owner must:
 - (1) File the official rabies vaccination certificate with the Local Health Authority as provided in Section 2.1.2
 - (2) Pay the applicable registration fee set out in Appendix A.
- (c) It is the responsibility of the owner to ensure that the official rabies vaccination certificate has been filed and the registration fee paid.
- (d) Animal establishments, kennels, and pet shops are exempt from the registration requirements if:
 - (1) Such establishment is operating under a business name and possesses a sales tax permit, and
 - (2) The animal is held solely for the purpose of sale in connection with the breeder's business. Animals held for any other purpose are not exempt from registration.
 - (3) Pay an "Establishment Fee" as set out in Appendix A.
- (e) Animal shelters shall not be required to register any animal in their possession, but shall be required to pay fees associated with rabies vaccination.
- (f) Registration is required as follows:
 - (1) Animals are required to be registered in accordance with the schedule set out in Appendix "A".
 - (2) Animal Establishments must pay the "Establishment Fee" each year, in lieu of registration.

3.2 PENALTIES

- (a) A person commits an offense if:
 - (1) the person fails or refuses to register or present for registration a dog or cat owned by that person.
- (b) An offense under this section is a Class C misdemeanor.
- (c) It is not a defense to prosecution under this section that the veterinarian issuing the official rabies vaccination certificate failed to file the certificate or forward the registration fees to the Local Health Authority.

SECTION 4. RESTRAINT, IMPOUNDMENT, AND DISPOSITION OF STRAY DOGS AND CATS.

4.1 RESTRAINT REQUIRED

- (a) The owner or custodian of each dog or cat shall restrain the animals and prevent them from running at large.
- (b) Each unrestrained, unowned, or stray dog or cat is hereby declared a public nuisance.
- (c) For purposes of the section, "restrained" shall mean that the dog or cat is:
 - (1) physically restrained by a leash, fence, pen, or other device,
 - (2) physically located on the property of the owner or custodian, or supervised by and under the direct control of the owner or custodian.

4.2 PENALTY

- (a) A person commits an offense if:
 - (1) the person fails or refuses to restrain a dog or cat owned by the person.
- (b) An offense under this section is a Class C misdemeanor.

4.3 DETENTION AND IMPOUNDMENT AUTHORIZED

- (a) Each unrestrained, unowned, or stray dog or cat may be detained or impounded by the Local Health Authority or that officer's designee.
- (b) Each unrestrained, unowned, or stray dog or cat shall be impounded for a period of no less than seventy-two (72) hours unless earlier claimed by its owner. A reasonable effort shall be made to contact the owner or custodian prior to any disposition of the animal.
- (c) No dog or cat shall be released to an owner or a custodian unless:
 - (1) the animal has a current rabies vaccination,
 - (2) has been properly registered in accordance with this Order, and
 - (3) all applicable impoundment fees, as set forth in Appendix A, have been paid.
- (d) An animal that does not satisfy the requirement for release under (c) above shall be considered unclaimed.

Appendix "A"
Kerr County Animal Control Fee Schedule

Registration Fees

Non-Neutered Animal	\$10.00 Annual/\$50.00 Lifetime
Neutered Animal	\$5.00 Annual/\$25.00 Lifetime
Multi-Animal/One Owner	\$25.00 Annual/\$100.00 Lifetime

Impound fees

Wearing Registration Tag	\$0.00 First Offense \$20.00 2 nd Offense \$30.00 Subsequent Offense
Not Currently Vaccinated	\$50.00 First Offense \$75.00 2 nd Offense \$100.00 Subsequent Offense

Quarantine Fees (not including boarding fees)

Quarantine	\$40.00
Home Quarantine	\$20.00
Vet Quarantine/Investigation	\$20.00
Head Submission/Testing	\$25.00

Boarding Fees

Daily	\$5.00
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Adoption Fees

Includes neutering, rabies, vaccination and registration	\$45.00
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Animal Delivery to Vet \$10.00

Euthanasia Fees \$10.00

Dangerous Dog Fees

Registration	\$75.00
Registration Transfer	\$25.00

Out-of-County Animals

Each	\$10.00
Mother and Kittens	\$20.00

Establishment Fees

Kennels with less than 6 Animals	\$20.00 Annually
Kennels with 7 to 49 Animals	\$30.00 Annually
Kennels with 50 or more Animals	\$40.00 Annually
Other Animal Establishments	\$30.00 Annually

Livestock Impound Fees \$50.00

Order 37068

Amendment to Rabies and Animal Control Order 28209, Dated August 11, 2003,

Section 2.1.3 Rabies Tag

Delete the words "or cat" from lines three and four.

Section 4.1 Restraint, Impoundment, and Disposition of Stray Dogs and Cats,

4.1 (a) Delete the words "or cat"

4.1 (b) Delete the words "or cat"

4.1 (c) Delete the words "or cat"

Add the following as 4.1 (d)

Cats shall not be required to be restrained and shall not be picked up and impounded by KCAS personnel, but KCAS personnel may impound cats that may be a danger to the public health, safety or welfare, cats that are surrendered by owners or trapped by the general public.

Section 4.3 Detention and Impoundment Authorized

4.3(b) Replace with the following:

Each stray or unowned dog or cat shall be impounded for a period of no less than seventy two (72) hours, not including days that Facility is not open to the public for business, unless the owner or custodian makes an earlier claim. If there is no room or capacity to impound an animal, as determined by KCAS personnel, then the minimum period of impoundment will be no less than forty eight (48) hours, not including days that Facility is not open to the public for business, and unless the owner or custodian makes an earlier claim. In any case, a reasonable effort shall be made to contact the owner or custodian prior to any disposition of the animal.

ORDER NO. 37057

ANIMAL SERVICES ADVISORY COMMITTEE

There is hereby created a committee to be known as the "Animal Services Advisory Committee" who shall be appointed to assist in compliance with the requirements of Chapter 823 of the Health & Safety Code.

(a) Membership.

The Advisory Committee must be composed of at least:

- (1) One (1) licensed veterinarian;
- (2) One (1) Kerr County commissioner;
- (3) The director of Kerr County Animal Services;
- (4) One (1) operator of a local animal shelter; and
- (5) One (1) representative appointed by the City of Kerrville.

Members, other than the City of Kerrville appointee, shall be appointed by the Kerr County Commissioners Court.

Members shall be residents of Kerr County.

(b) Term.

Members of the Advisory Committee shall be appointed for two-year terms with two (2) members expiring in even numbered years and two (2) members expiring in odd numbered years. The Advisory Committee shall designate the representative's term at the initial meeting of the Advisory Committee.

(c) Officers.

The Advisory Committee shall select from among its members a chairman and a vice chairman, and it shall adopt subject to the approval of the Kerr County Commissioners Court, such rules and regulations governing its proceedings as it may deem proper. Such rules and regulations shall not be inconsistent with the state and local rules.

(d) Duties.

It shall be the responsibility of the Advisory Committee to advise the Kerr County Commissioners Court on general matters concerning the Kerr County Animal Services. Recommendations from the Advisory Committee shall be in writing and provided to the Kerr County Commissioners Court. The Advisory Committee shall not have any direct operational supervision of Kerr County Animal Services.

The Kerr Commissioners Court may provide the Advisory Committee with specific requests for consideration. These requests will be provided by court order.

(e) Meetings.

The advisory council shall meet at least quarterly and provide a written report to the Kerr County Commissioners at the end of each quarter. Notice of all meetings shall be posted in the same manner as meetings of the Kerr County Commissioners Court and shall be open to the public.

ORDER NO. 37058

ANIMAL SERVICES ADVISORY COMMITTEE

Kerr County Commissioners Court requests the Kerr Animal Services Advisory Committee address the following tasks.

1. Determine Advisory Committee officers, member terms and operating procedures.
2. Work with Peter Lewis, Architect to develop facility needs and plans to meet the current and next 20 years operations.
3. Review current State laws and regulations relating to rabies control, animal services and animal shelters and compare to the current 2003 court order as amended and recommend a new Rabies and Animal Control Order for future consideration.
4. Review current annual rabies event and determine if additional events should be scheduled and expanded to add additional services.

Mark McDaniel

Pending Court Order for Nov. 13, 2018.

From: Jonathan Letz <jletz@co.kerr.tx.us>
Sent: Thursday, October 18, 2018 4:02 PM
To: Mark McDaniel
Cc: 'Heather Stebbins'; 'Reagan Givens'; 'Jody Grinstead'
Subject: ILA
Attachments: Amendment to ILA - Animal Service - Library 101118 City.docx

Mark,

I made a couple of minor changes to your draft, see attached.

Regarding the other amendments to the Kerr County Rabies and Animal Control Order 28209, Dated August 11, 2003.
The only additional change we are looking at is as follows:

Section 4.2 Penalty (a) (1) Delete the words "or cat"

Regarding the other changes you mentioned in prior email, I have visited with the County Attorney and Director Givens. We are reluctant to make any further changes as we are very concerned that further changes will adversely impact our ability for rabies control and handling animal complaints specifically regarding cats. The rules, as amended clearly state that cats do not be restrained and do not need to wear collars.

Thanks for your efforts, Jonathan

Proposed Court Order to be approved 11/13/2018

Amendment to Rabies and Animal Control Order 28209, Dated August 11, 2003,

Section 4.2 Penalty

Item 4.2.(a) (1) Delete the words "or cat".

KCAS Hours of operation

ACO's on duty Monday – Sunday 8:00am – 8:00pm

ACO's on call Monday – Sunday 8:00pm – 8:00am

KCAS Facility open to public for all services

Monday, Wednesday and Friday 8:00am – 5:00pm (including open during lunch)

Tuesday and Thursday 12:00pm to 5:00pm (including open during lunch)

Saturday 9:00am – 11:00am

Former Interlocal Agreement

Court Order # 36460

**INTERLOCAL AGREEMENT BETWEEN KERR COUNTY,
TEXAS AND THE CITY OF KERRVILLE, TEXAS FOR THE
PROVISION OF ANIMAL CONTROL SERVICES WITHIN
THE CITY OF KERRVILLE, TEXAS, AND SERVICES OF
THE BUTT HOLDSWORTH MEMORIAL LIBRARY FOR
RESIDENTS OF KERR COUNTY**

This Interlocal Agreement for the Provision of Animal Control Services within the City of Kerrville, Texas, and Services of the Butt Holdsworth Memorial Library for Residents of Kerr County (the "Agreement") is entered into between Kerr County, Texas ("County"), and the City of Kerrville, Texas ("City"), and is effective as of January 1, 2018 (the "Effective Date").

WHEREAS, Chapter 791 of the Texas Government Code ("The Interlocal Cooperation Act") authorizes local government entities to enter into interlocal agreements for the provision of governmental functions and services; and

WHEREAS, Section 791.003 of the Texas Government Code specifically authorizes interlocal agreements for government functions and services, such as library, public health and welfare, and governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the County and City are mutually interested in entering into an agreement whereby the County will provide animal control services within the City and the City will allow all County residents to access all services of its Butt Holdsworth Memorial Library; and

WHEREAS, each party, in performing governmental functions and services hereunder, shall perform those functions from current revenues legally available to that party; and

WHEREAS, each party finds that the execution and performance of this Agreement is in the common interest of both parties; that the terms of this Agreement will increase the efficiency and effectiveness of the delivery of services by each of the parties thereby benefitting the public interest; and that this Agreement effectively and fairly compensates the performing parties for the services or functions performed under the Agreement;

NOW, THEREFORE, in consideration of the recitals set forth above and covenants expressed herein, and in accordance with the Interlocal Cooperation Act, the County and City agree as follows with respect to the provision of animal control and library services:

1. PURPOSE. The intent of this Agreement is to establish the terms and conditions between County and City whereby County shall provide animal control services within the City and the City shall allow all Kerr County residents to access the City's Butt Holdsworth Memorial Library ("Library") and its services.

2. TERM. County and City shall commence the provision of its respective services under the Agreement on the 1st day of January 2018, regardless of the date of execution of this Agreement. The initial term shall end on September 30, 2018. Thereafter, this Agreement will automatically renew each year on October 1 and continue through September 30, for four such

*Contract
2017-80*

*Interlocal Agreement for Animal Control and Library Services
between Kerr County and Kerrville*

one-year renewals, with a final termination date being September 30, 2022. Either party may terminate this Agreement within 180 days after the beginning of each fiscal year (e.g., October 1, 2018), by providing written notice of such termination to the nonterminating party. After March 31, 2018, the parties will evaluate the costs and programming of their respective services to determine the desire and feasibility for continuing this Agreement.

3. ANIMAL CONTROL SERVICES.

- A. County shall perform the following animal control services within the City's incorporated limits by and through its Kerr County Rabies and Animal Services Department pursuant to the following terms:
 - i. County shall provide all animal control services as required by law, including investigating citizen complaints; conducting periodic but daily patrols, 24 hours per day but excluding County holidays, to proactively enforce appropriate State animal-related laws; engaging in the impoundment of stray animals; investigating animal bite reports; quarantining of animals involved in bites; investigating allegations of animal cruelty; responding to animal neglect or injured animals; and euthanizing animals as necessary.
 - ii. County shall operate and maintain its existing animal control facility located at 3600 Loop 534 ("Facility") in accordance with applicable laws and to provide the services required in this Agreement. The Facility shall remain open to the public 8:00 AM to 5:00 PM, Monday through Friday, with closure for County holidays and other regularly scheduled times as designated by the County's Director of Animal Services.
 - iii. County shall accept stray dogs and cats at the Facility from the public and City employees for holding.
 - iv. County shall manage the reclamation of animals by owners and the adoption of unclaimed animals by the public.
 - v. County shall serve as the Local Rabies Control Authority for the City, pursuant to Section 826.017, Texas Health and Safety Code. The parties agree that the County's August 11, 2003, order regarding Animal Regulations of the Kerr County Commissioners Court, and any lawfully adopted successor orders, shall apply within the jurisdictional areas of the City.
- B. City shall continue to respond to and investigate allegations of animal theft, animal noise complaints (e.g., barking dogs), and nuisance conditions pursuant to the keeping of animals within the City.

*Interlocal Agreement for Animal Control and Library Services
between Kerr County and Kerrville*

- C. County is not responsible for the collection of dead animals from streets or rights-of-way within the City nor is it obligated to respond to wildlife issues as regulated by the Texas Parks and Wildlife Department.
- D. Where necessary and by mutual agreement of the parties, City may adopt all ordinances and resolutions necessary to give County and its personnel jurisdiction to provide animal control services within City pursuant to the terms of this Agreement where the providing of animal control services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to animal control regulations and the protection of animals and which pertain to services the County agrees to render in accordance with the terms of this Agreement. City shall continue to enforce those parts of its "Animal Regulations", as found in Chapter 18, Articles II and III, of the City's Code of Ordinances, that do not conflict with the services provided by the County, said regulations subject to amendment.
- E. City shall file citations and complaints regarding applicable violations occurring within the jurisdictional limits of the City through the City's Municipal Court. It is agreed that the appropriate personnel from County will be administratively directed to be present at such times as court sessions are set and cases involving said citations and complaints are on the court's docket, without the necessity for the issuance of a subpoena. City shall provide reasonable notice of any case settings to the County.
- F. County may charge fees to persons registering, licensing, reclaiming, or adopting an animal pursuant and subject to the budget approval process provided by State statute.
- G. City and specifically its police department, may, when called and/or available, provide support to County and its employees with respect to the County's provision of services under this Agreement where, in the City's sole discretion, a dangerous or threatening situation exists.
- H. In the event that County creates or is required by state law to have an advisory board for animal control or sheltering services, County agrees that City may appoint up to one-fifth (1/5) of the appointments to the board.

4. LIBRARY SERVICES. City, through its Library, shall assume the functions of a county library within Kerr County in accordance with Section 323.011, Texas Local Government Code, under the terms and conditions hereinafter stated:

- A. City shall maintain and be solely responsible for the ownership, control, and management of the Library.

*Interlocal Agreement for Animal Control and Library Services
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- B. City shall maintain the accreditation of the Library in accordance with the Title 13 of the Texas Administration Code, Part 1, Chapter 1, Subchapter C, with services based upon a population estimate.
- C. The Library Advisory Board, as established by City and functioning in accordance with Chapter 66, Article II of the City Code of Ordinances, shall continue providing advice and recommendations to the City as to the operations of Library. Within 90 days of the full execution of this Agreement, City shall amend the membership make-up of the Library Advisory Board to provide that one member of the five-member board may be appointed by the County. Thereafter, and following a vacancy to the board, the County may appoint a member.
- D. City shall continue operating the Library in accordance with the existing days and times that it is open to the public and in accordance with the annual budgeted programming. City may change the standard operating days and times for holidays, building renovations and construction, weather conditions, and other unforeseen conditions at any time and without prior notice to the County.

5. REPORTS AND ANNUAL REVIEW. Each party shall provide a written summary of its operations pursuant to the respective services it is providing under this Agreement. Such reports shall be submitted to the other party on a quarterly basis as follows: on or before January 1, April 1, July 1, and October 1 of each year. In addition, the parties shall meet each year to review the services and operations required under this Agreement.

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

7. INDEPENDENT OPERATIONS. In the performance of obligations hereunder, each party has the exclusive right to supervise, manage, control, and direct its employees in the performance of its required services hereunder. Each party shall look to the other party for results only and shall not have the right to direct the other party or any of its officers or employees in the performance of such services or as to the manner, means, or methods in which the services are performed except as herein expressly provided

8. NO ASSIGNMENT. This Agreement shall be binding upon parties hereto, provided, however, that neither party shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

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

10. NOTICE. Notice to either party as provided herein shall be sufficient if sent by first class mail, postage prepaid to each party as follows:

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

City Manager
City of Kerrville
City Hall, 701 Main Street
Kerrville, TX 78028

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

11. WAIVERS AND IMMUNITIES. Nothing herein shall be considered a waiver of any right, protection, or immunity of either party granted by the laws of the State of Texas, or any other statute, law or regulation and each party hereto expressly reserves all such rights, protection and immunity. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, employees, or agents of the parties when performing a function shall apply to such officers, employees, or agents to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act. The parties expressly agree that, in all things relating to this Agreement, each is performing a governmental function, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER A PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. Finally, each party acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

*Interlocal Agreement for Animal Control and Library Services
between Kerr County and Kerrville*

12. INDEPENDENT CONTRACTORS. County and City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for carrying out the terms of this Agreement. Neither party nor any of their respective officials, employees, or agents shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. SEVERABILITY. The parties shall observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. HEADINGS. The headings of sections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior or contemporaneous understandings, communications, or representations, whether oral or written, regarding the subject matter of this Agreement with respect to the subject matter hereof. No amendment, modification, or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Kerr County, Texas, by the County Judge, as authorized by the Commissioners Court, and on behalf of the City of Kerrville, Texas, by the Mayor, as authorized by the City Council.

CITY OF KERRVILLE, TEXAS

By: Bonnie White
Bonnie White, Mayor

Date: 11-30-17

ATTEST:

Brenda G. Craig
Brenda G. Craig, City Secretary

COUNTY OF KERR, TEXAS

By: Tom Pollard
Tom Pollard, County Judge

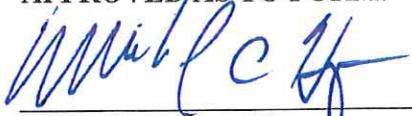
Date: 11-15-2017

ATTEST:

Rebecca Bolin
Rebecca Bolin, County Clerk

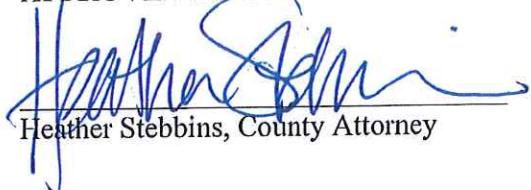
*Interlocal Agreement for Animal Control and Library Services
between Kerr County and Kerrville*

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

APPROVED AS TO FORM:



Heather Stebbins, County Attorney

Chapter 18

ANIMALS*

Article I. In General

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*Editor's note—This chapter is derived from Ordinance No. 87-15, §§ A—D, 4-28-1987, and Ordinance No. 87-56, 11-24-1987, as codified in article 10-I-3 of the city's Code of 1968, as amended.

Cross references—Environment, ch. 46; health and sanitation, ch. 58; animals in public pools or spas, § 58-210.

State law references—Local Public Health Reorganization Act, V.T.C.A., Health and Safety Code § 121.001 et seq.; animals, V.T.C.A., Health and Safety Code § 821.001 et seq.; dangerous dogs, V.T.C.A., Health and Safety Code § 822.001 et seq.; Rabies Control Act of 1981, V.T.C.A., Health and Safety Code § 826.001 et seq.; livestock, V.T.C.A., Agriculture Code § 141.001 et seq.; permitting a head of cattle or a domestic turkey to run at large in certain counties, V.T.C.A., Agriculture Code § 143.082; cruelty to animals, V.T.C.A., Penal Code § 42.09; dogfighting, V.T.C.A., Penal Code § 42.10; certain tax exemptions for charitable organizations, V.T.C.A., Tax Code § 11.18.

ARTICLE I. IN GENERAL

Sec. 18-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means any live vertebrate creature, domestic or wild, other than *Homo sapiens*.

Baby chickens means any chicken weighing 2½ pounds or less.

City animal shelter means a place operated by or for the city whether city facilities or by contract, for the detention of dogs and other animals as prescribed by law.

Food service establishment means any place where food is prepared and intended for individual portion service, and includes the site at which individual portions are provided. The term "food service establishment" includes any such place regardless of whether consumption is on or off the premises and regardless of whether there is a charge for the food. The term "food service establishment" does not include private homes where food is prepared or served for individual family consumption, the location of vending machines, and supply vehicles.

Fowl means any live bird.

Fryer rabbit means any rabbit weighing four pounds or less, and prior to the time it reaches breeding age.

Grown chickens means any chicken weighing more than 2½ pounds.

Grown rabbit means any rabbit weighing more than four pounds, or any rabbit of breeding age.

Impound means to take into custody or to place in the city animal shelter.

Kennel means any place where more than four dogs or more than four cats, are kept or any combination of cats and dogs where the total exceeds four animals over the age of four months, and where such animals are raised, trained, boarded, harbored or kept.

Livestock means horses, mules, donkeys, asses, cattle, goats, sheep and swine.

Owner means those persons who are responsible for any animal, have custody of an animal, or who have apparent responsibility or custody.

Prohibited animal means any animal not normally born and raised in captivity including, but not limited to, the following:

- (1) *Class reptilia*. Family Helodermatidae (venomous lizards); family Boidae (boas, pythons, anaconda); family Hydrophiidae (marine snakes); family Viperidae (rattlesnakes, pit vipers, true vipers); family Elapidae (coral snakes, cobras, and mambas); order Crocodilia (crocodiles and alligators).
- (2) *Class aves*. Order Falconiforms (hawks, eagles, vultures) and subdivision Rapitae (ostriches, rheas, cassowaries and emus); order Galliformes (peacocks).
- (3) *Class mammalia*. Order Carnivora, family Felidae (except cats); family Canidae (wolves, dingos, coyotes, and jackals) except dogs; the family Mustelidae (weasels, skunks, martins, mink, badgers); family Procyonidae (raccoon); family Ursidae (bears); and order Marsupialia (opossums and kangaroos); order Chiroptera (bats); order Edentata (armadillos and anteaters); order Proboscidea (elephants); order Primata (monkeys, chimpanzees and gorillas); order Rodentia (porcupines); and order Ungulata (antelope, deer, bison and camels).
- (4) *Class amphibia*. Poisonous frogs.

The term "prohibited" does not include livestock, fowl, poultry, or normal household pets, such as psittacine bird, canary, finch, cockatiel, hamster, guinea pig, gerbil, rabbit, ferret, fish, or small, nonpoisonous reptiles.

Public nuisance means any animal/fowl which:

- (1) Is vicious;
- (2) Trespasses on school grounds;
- (3) Is repeatedly at large (third offense);
- (4) Damages private or public property; or

(5) Makes disturbing noises in an excessive, continuous, or unreasonable fashion, or at unreasonable hours.

Restraint means any animal securely caged or secured by a leash or lead and under the effective control of a responsible person and obedient to that person's commands, or kept within the confines of its owners home or yard which is fully enclosed by a secure and substantial fence.

Sanitary means any condition of good order and cleanliness which precludes the possibility of disease transmission.

Vaccination certificate means the certificate issued by a licensed veterinarian of a form approved by the state board of health for presentation to the animal control department as a condition precedent for registration of dogs and cats, and as a proof of rabies vaccination.

Wild animals means any mammal except the common domestic species, (dogs, cats, horses, cattle, swine, sheep, goats) regardless of state or duration of captivity.

(Code 1968, art. 10-I-3(a)(1))

Cross reference—Definitions generally, § 1-2.

Sec. 18-2. Reserved.

Editor's note—Ord. No. 2014-07, § 1, adopted Apr. 22, 2014, repealed § 18-2, which pertained to bird sanctuary and derived from Code 1968, art. 10-I-3(d).

Sec. 18-3. Violation procedures.

(a) *Issuance of notice of animal ordinance violation.* When an animal is found in violation of a provision of this chapter and its ownership is known to the agent of the animal control department, such animal need not be impounded by the agent. The agent may, if the owner agrees to sign a notice, issue a notice which shall require the person to appear in court within ten days to answer a charge of a violation of this chapter.

(b) *Signing of notice.* Signing of notice shall only be a promise to appear and is not an admission of guilt.

(c) *Unlawful to give false name or address.* It shall be unlawful for any person upon being issued any notice to give the animal control employee a false name or address.

(d) *Unlawful to fail to appear in municipal court.* It shall be unlawful to fail to appear in municipal court on the date designated.

(e) *Known owner.* When an animal is found in violation of a provision of this chapter and its ownership is known to the agents of the animal control department, and the owner cannot be located or refuses to sign a notice, the agent may impound the animal or file a complaint against the owner in municipal court.

(f) *Unknown owner.* When an animal is found in violation of a provision of this chapter and its ownership is not known to the agent of the animal control department, such animal shall be impounded.

(g) *Interference with department.* No person shall interfere with, hinder, or molest any agent of the animal control department in the performance of any duty of the agent, or seek the unlawful release of any animal in the custody of the animal control department or its agent.

(h) *Exemption.* Hospitals, clinics, and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this chapter, except as otherwise stated.

(i) *Penalties.* Any person violating any provision of this chapter except section 18-2 shall be guilty of an offense and, upon conviction thereof, shall be fined as provided in section 1-8 for each offense. Any person violating any provision of section 18-2 shall be guilty of an offense and, upon conviction thereof, shall be fined as provided in section 1-7 for each offense.

(Code 1968, art. 10-I-3(a)(2))

Sec. 18-4. Commerce in live animals.

(a) *Offense.* A person commits an offense if the person sells, trades, barter, leases, rents, gives away, or displays for a commercial purpose a live animal outdoors on a roadside, public right of way, or commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event.

(b) *Exceptions.* This section does not apply to:

- (1) A sale held on privately owned, non-commercial property with the permission of the owner; or
- (2) An event primarily for the sale of agricultural livestock, such as hooved animals or animals or fowl commonly raised for food, dairy, or fiber products.

(c) *Penalty.* The penalty for violation of this section shall be in accordance with the provisions of section 1-8 which provides for a fine not exceeding \$2,000.00.

(Ord. No. 2003-15, §§ 1, 2, 7-8-2003)

Cross references—Businesses, ch. 30; peddlers and solicitors, ch. 78.

Secs. 18-5—18-30. Reserved.**ARTICLE II. ANIMAL CONTROL; RABIES****Sec. 18-31. Dog and cat vaccination.**

It shall be unlawful for any person to own, keep, harbor, or have custody or control of any dog or cat over four months of age within the city without having each dog or cat vaccinated as provided in this article.

(Code 1968, art. 10-I-3(b)(1); Ord. No. 2016-14, § 1, 10-25-2016)

Sec. 18-32. Rabies vaccination.

(a) Each person who owns, keeps, or harbors a dog or cat within the city limits shall have the animal vaccinated against rabies no later than four months of age and thereafter, shall vaccinate the animal on a one or three year basis, depending on the type of vaccine used.

(b) For an animal to be considered currently vaccinated against rabies, the animal must have been at least three months of age at the time of vaccination, at least 30 days must have elapsed since the initial vaccination, and not more than 36 months, depending on the vaccine used, can have elapsed since the last vaccination.

(c) A veterinarian who vaccinates a dog or cat as required in this section shall furnish the owner of the animal with an official rabies vaccination certificate containing the following information:

- (1) The name, address, and telephone number of the owner or custodian of the animal;
- (2) Animal identification-species, sex (including neutered if applicable), approximate age, weight (pounds), predominant breed, and colors;
- (3) Vaccine information to include the product name, manufacturer, serial number, and maximum duration of immunity;
- (4) Date vaccinated;
- (5) Revaccination due date;
- (6) Rabies tag number matching the metal rabies tag issued in accordance with this section; and
- (7) The signature, signature stamp, or computerized signature of the veterinarian, and business address and license number.

(d) A veterinarian who vaccinates a dog or cat as required in this section shall furnish the owner or custodian thereof with a metal tag bearing a number matching the number placed on the certificate as specified in subsection (c) of this section.

(e) Each person who owns, keeps, or harbors a dog or cat within the city limits shall attach, and thereafter maintain at all times, the metal rabies tag issued pursuant to this section to the collar of the dog or cat for which it is issued.

(f) A veterinarian who issues a rabies vaccination certificate or the veterinary practice where the certificate was issued, shall retain a readily retrievable copy of the certificate for a period of not less than five years.

(g) Where a veterinarian practice ceases the practice of veterinary medicine, the duplicate rabies vaccination certificates retained by that practice shall be turned over to the local rabies control authority. This requirement does not apply to the sale or lease of a practice when the records of the practice are transferred to a new owner or operator.

(h) Each person who owns, keeps, or harbors a dog or cat within the city limits shall (i) retain each rabies vaccination certificate until the animal receives a subsequent booster; and (ii) produce the certificate upon request by any local rabies control authority, public health official, animal control officer, police officer, or peace officer when the request is part of the requestor's official duty.

(Code 1968, art. 10-I-3(b)(2); Ord. No. 2016-14, § 2, 10-25-2016)

Sec. 18-33. Quarantine of animal.

(a) *Period of quarantine.* Upon being advised that an animal has bitten or scratched a person, the animal control officer shall quarantine the animal so identified for a period of ten days.

(b) *Quarantine locations.* Quarantine shall be at the following:

- (1) Animal shelter;
- (2) A licensed veterinarian hospital at the expense of the owner, upon the owner's request;
- (3) Home quarantine. Home quarantine is permissible when the owner and the animal control officer and the victim agree in writing that home quarantine is warranted and the following requirements are satisfied:
 - a. The owner of the animal is a resident of the city and agrees to keep the

animal under restraint and effectively isolated at his residence in the city;

- b. The animal was properly restrained at the time the bite occurred;
- c. The animal was properly protected by rabies vaccination within the past 12 months; and
- d. The animal is in conformity with this section and applicable state laws.

Animals of unknown ownership will be quarantined at the animal shelter.

(c) *Surrender by owner.* Upon the demand made by the animal control department, it shall be unlawful for the owner to fail to surrender any animal which has bitten or scratched a human or which is suspected of having been exposed to rabies, for quarantine, which expenses shall be borne by the owner.

(d) *Release to owner.* The quarantined animal may be reclaimed by the owner if adjudged free of rabies, upon payment of the fees set forth in this chapter and upon compliance with the vaccination provisions.

(e) *Pathological examination.* When an animal under quarantine, diagnosed by a licensed veterinarian as being rabid, dies while under observation, the animal control department shall immediately send the head of such animal to the state health department for a pathological examination. The animal control department shall notify the city health officer of reports of human contacts, and the diagnosis made of the suspected animal after the pathological examination has been made.

(f) *Health officials.* When an animal bites or scratches a person so that the health authority believes that the quarantine observation period cannot be observed because of the danger of developing rabies, the health authority shall order that the animal control department immediately forward the animal's head for pathological examination.

(Code 1968, art. 10-I-3(b)(4))

Sec. 18-34. Reports of bites and scratches.

It shall be the duty of every physician or other practitioner to report to the animal control department the names and addresses of persons treated

or bites or scratches inflicted by animals, together with such information as will be helpful in rabies control.

(Code 1968, art. 10-I-3(b)(3))

Sec. 18-35. Citywide quarantine.

(a) *Condition warranting.* A citywide quarantine may be invoked for a period of 30 days by the city council upon the recommendation of the animal control department after it has been notified by the health department of a positive diagnosis of rabies in an animal, or after an investigation has determined there exists an immediate threat of rabies.

(b) *Extending time.* If there are additional positive cases of rabies occurring within the 30-day period of the citywide quarantine, such period of quarantine shall be extended for an additional reasonable period of time.

(c) *Animals bitten by rabid animals.* During such period of citywide rabies quarantine, every animal bitten by a rabid animal shall be destroyed.

(d) *Any animal in public.* It shall be unlawful for any person to take or permit any animal in the streets or any other public place during the period of quarantine.

(Code 1968, art. 10-I-3(b)(5))

Sec. 18-36. Killing or removing rabid animals from city.

No person shall kill, or cause to be killed, any animal suspected of having been exposed to rabies, or any animal which has bitten a human, or suspected of having bitten a human, except as provided in this chapter, nor remove such animal from the city limits, without written permission from the animal control department.

(1) *Exposed to rabies.* The carcass of any dead animal suspected of having been exposed to rabies shall upon demand be surrendered to the animal control department.

(2) *Determined rabid.* The animal control department shall direct the disposition of any animal found to be infected with rabies.

(3) *Surrender after demand.* No person shall fail or refuse to surrender any animal for quarantine, destruction, or disposal as required in this chapter when demand is made therefor by the animal control department. The owner or occupier of any premises on which such animal is located shall permit reasonable access by employees of the city for the purpose of removing or destroying such animal.

(4) *Wild animal which bites human.* Any wild animal which bites a human such that the skin is broken, shall forthwith be humanely killed, and the animal's head sent to the state laboratory for pathological examination.

(5) *Compensation for wild animals taken by city.* If the owner of a wild animal, at the time of any bite, is in compliance with all statutes of the state, city ordinances and common law including that pertaining to public attractive nuisances, and only in such event, then the city shall pay reasonable compensation for such animal, as if such animal had been taken by the city under its powers of eminent domain.

(Code 1968, art. 10-I-3(b)(6))

Sec. 18-37. Impoundment.

The agents of the animal control department are authorized to take up all dogs, cats or any animal not kept in conformity with this section, or any other animal which constitutes a public nuisance.

(1) *Vaccinated dogs or cats.*

a. *Period of confinement.* A vaccinated dog or cat impounded shall be confined in a humane manner for a period of not less than three working days.

b. *Notice.* Upon impounding a dog or cat found with current vaccination tags, the agent of the animal control department shall make a reasonable effort to notify the owner his animal has been impounded and the conditions whereby he may regain custody of such animal.

(2) *Unvaccinated dogs or cats.* Dogs or cats impounded without a vaccination tag shall become the property of the animal control department after the expiration of two working days. If unclaimed and unredeemed thereafter, they may be disposed of in a humane manner.

(3) *Redemption; impounded animals.*

- Compliance required.* The owner shall be entitled to resume the possession of any impounded animal (except as provided in this section in the case of certain dogs or cats), upon compliance with the registration and vaccination provisions hereof and the payment of appropriate fees.
- Unvaccinated animals.* Any animal over the age of four months which does not have a current rabies vaccination may not be redeemed until provisions have been made for vaccination.

(4) *Fees.* Any animal impounded under this chapter may be redeemed upon payment by the owner or person taking custody through purchase or adoption of the following fees:

- Impoundment.*

1. Dogs/cats, unregistered and unaltered	\$25.00
2. Dogs/cats, unregistered and altered	15.00
3. Dogs/cats, registered and unaltered	10.00
4. Dogs/cats, registered and altered	5.00
5. Livestock	50.00
- Board.*

1. Dogs/cats	\$ 5.00/day
2. Livestock	10.00/day
- Rabies.* All charges for rabies vaccination if not currently vaccinated.
- Registration* 4.00

The fees and charges set forth and/or established in this section may be changed and amended, from time to time, by resolution of the city council.

(5) *Donated and unclaimed impounded animals.* Donated and unclaimed impounded animals shall become the property of the animal control department or city animal shelter which shall then have the following powers:

- Authority to transfer title.* The animal control department may transfer title. If the title is transferred, the person or agency to whom title is transferred shall pay for such animal's food and care while impounded and shall comply with the applicable vaccination provisions.
- Right to destroy.* The animal control department may humanely destroy any animal.
- Custody by responsible and suitable person.* The animal control department may place any animal held at its animal shelter in the custody of some person deemed to be a responsible and suitable owner who will agree to comply with the provisions of this chapter.
- Donated, sick, or injured dogs and cats.* The animal control department may destroy an animal in a humane method if it has been donated to the shelter with the request that it be destroyed, or if the animal is so sick or injured that its cure is considered by the animal control department to be impractical or if death is imminent; in either of such events, such destruction may be done immediately without notice or any waiting period.

(Code 1968, art. 10-I-3(b)(7))

Sec. 18-38. Records.

It shall be the duty of the animal control department or animal shelter to keep or cause to be kept, accurate and detailed records of:

- Impoundment and disposition.* Impoundment and disposition of all animals coming into custody.

- (2) *Bite cases.* All bite cases reported to it and its investigation of such cases in accordance with the state rabies law.
- (3) *Monies received.* Records shall be kept of all monies received under this chapter and shall be open to inspection at reasonable times by persons responsible for similar records of the city, and shall be audited by the city auditor in the same manner as other city records which are audited.

(Code 1968, art. 10-I-3(b)(8))

Secs. 18-39—18-70. Reserved.

ARTICLE III. CARE AND KEEPING OF ANIMALS

Sec. 18-71. Noise.

It shall be unlawful for any person to own, keep, or be in control of any animal which causes unreasonably loud or unnecessary noise that causes material disturbance, distress, or discomfort to persons of ordinary sensibilities in the immediate vicinity.

(Code 1968, art. 10-I-3(c)(1))

Cross reference—Injunctions granted to prohibit nuisance activity, § 46-1.

Sec. 18-72. Restraining of animals.

Every person who owns, keeps or is in charge of a dog or other animal, shall restrain his dog or animal at all times, except this section shall not apply to cats.

(Code 1968, art. 10-I-3(c)(2))

Sec. 18-73. Permitted animals.

(a) No person shall harbor or keep more than four dogs or four cats, or any combination of four dogs and cats over the age of four months, except in an animal shelter, clinic, hospital or kennel as provided in the zoning ordinance.

(b) No person shall keep, own or be in control of any animals of any kind which on account of their number, conditions in which they are kept,

noise or odor interferes with another's quiet use and enjoyment of his property within the immediate vicinity.

(Code 1968, art. 10-I-3(c)(3))

Sec. 18-74. Fierce, dangerous, vicious dogs or cats.

The owner shall confine within a building or a secure enclosure a fierce, dangerous, or vicious dog or cat and not take such dog or cat out of such building or secure enclosure unless such dog or cat is securely muzzled. Proof of one prior bite, attack or attempted attack, shall constitute a *prima facie* evidence of a fierce, dangerous or vicious dog or cat.

(Code 1968, art. 10-I-3(c)(4))

Cross reference—Injunctions granted to prohibit nuisance activity, § 46-1.

Sec. 18-75. Prohibited animals.

(a) *Generally.* It shall be unlawful to harbor or maintain within the city limits any of those animals defined in section 18-1 as prohibited animals.

(b) *Exceptions.* This section shall not apply to keeping of prohibited animals by the following:

- (1) A publicly or privately owned zoo maintained or operated by a nonprofit organization or governmental entity.
- (2) Publicly or privately maintained circus, traveling show, or rodeo, which does not remain in Kerrville longer than 30 days out of each year.
- (3) Hospitals, clinics, or other premises operated by licensed veterinarians for the care and treatment of animals.
- (4) Other uses as permitted by the zoning ordinance in an agricultural district, or an open-space recreational district, where the following additional requirements shall apply:
 - a. Any animal/fowl which is declared and convicted of being a public nuisance will have to be removed from the city limits.

- b. Pens, stalls, or facilities for keeping animals/fowl shall be so located that the animals or fowl cannot come within 100 feet of any dwelling or business building owned, used, or maintained by any person other than the keeper, or within 500 feet of any food establishment, regardless of ownership or occupancy of such establishment.
- c. The keeping of any animal/fowl in accordance with the provisions of this section shall not be construed to authorize the keeping of the animal/fowl in violation of any other section of this article.

(Code 1968, art. 10-I-3(c)(5))

Sec. 18-76. Cruelty.

(a) A person commits an offense if he, with criminal negligence, leaves a dog or cat in an enclosed section of an unattended motor vehicle.

- (1) The term "unattended" means in the absence of a person of at least 16 years of age in the vehicle, or immediately adjacent thereto.
- (2) Police officers, peace officers, fire department and emergency medical personnel are authorized to take such prudent action as may be required to relieve the threat of danger to the animal, regardless of possible damage to the vehicle in question.

(b) No animals shall be left without food or water for more than 24 consecutive hours including those offered for sale in retail sales.

(c) The use of leg-hold traps is prohibited in the city limits.

(d) No person shall sell, offer for sale, barter, or display any living chickens, rabbits, ducks or any other fowl or animal which has been dyed, colored or otherwise treated so as to impart to it an artificial color.

(Code 1968, art. 10-I-3(c)(6))

Sec. 18-77. Rabbits.

(a) *Number permitted.* No person shall keep, harbor, possess or allow to remain upon his premises or upon premises under his control within the corporate limits of the city more than six grown rabbits or more than 18 fryer rabbits.

(b) *Hutches; material, appearance and construction.* No person shall keep any rabbit or rabbits within the corporate limits of the city without providing proper hutches built of wooden material and conforming in appearance and painting with surrounding buildings. All such hutches shall be comprised of an area sufficient to provide 7½ square feet of floor space for each grown rabbit. Hutches shall be a self-cleaning type, with floors of hardware cloth of a mesh of one-half inch or larger. The floors of hutches must not be less than 18 inches nor more than 24 inches from the ground. The overall height of hutches must not be in excess of four feet. Such hutches shall not be placed closer than 50 feet to any inhabited residence.

(c) *Sanitation.* Each owner, keeper, or possessor of rabbits shall maintain his rabbit hutches in a safe, sanitary and sightly condition. Dropings must be removed therefrom daily and properly disposed of.

(d) *Unlawful to sell on premises.* It is unlawful for any person to sell rabbits on the premises upon which they are kept or raised, or to advertise the sale thereof at such places.

(Code 1968, art. 10-I-3(c)(7))

Sec. 18-78. Chickens and other fowl.

(a) *Number of domestic fowl kept on premises limited.* No person shall keep, harbor, possess or allow to remain on any one premises under his control within the corporate limits of the city more than 12 grown chickens, nor more than 50 baby chickens; nor any turkeys, ducks, geese, or any other domestic fowl. No person shall keep, harbor, possess or allow to remain on premises under his control within the corporate limits of the city any male chicken after it is old enough to crow.

(b) *Chicken houses required; construction.* The owner, keeper or possessor of any chickens in the city is hereby required to provide housing facilities such as will provide four square feet of floor space for each grown chicken. Such chicken house shall be floored with lumber, and the floor shall not be less than eight inches from the ground. Such chicken house shall be neatly built so as to conform to buildings on the surrounding premises in neatness and appearance. Such chicken house shall be located not less than 50 feet from any dwelling house and must be kept in a sanitary condition at all times.

(c) *Building permit required for chicken houses.* The owner, keeper, or possessor of any chickens in the city before the erection of any house for the purpose of housing chickens, shall be required to comply with this Code, which requires that a building permit be secured by the builder before the beginning of the erection of any building.

(d) *Fence construction required for chicken yards.* Any person who builds a fence in the city for the purpose of keeping chickens or for any other purpose, is hereby required to build such fence so that it will conform to the buildings on the premises and the immediate surroundings in neatness and appearance.

(e) *Enforcement of building standards.* It is the duty of the department of inspections, upon report made to it of the violation of any of the provisions of subsection (b), (c) or (d) of this section, to immediately investigate the matter and bring the person or persons responsible for the violation before the proper magistrate to be dealt with according to law.

(f) *Running at large prohibited.* No person who keeps chickens or other domestic fowl in the city shall permit or suffer the chickens or other domestic fowl to run or fly at large, or to trespass on the premises of any other person. For purposes of this section, the term "person," "owner" or "keeper" shall include the agent, servant or employee of any corporation, or any firm or association of persons.

(Code 1968, art. 10-I-3(c)(8))

Sec. 18-79. Domestic pigeons.

(a) *Strict and constant confinement required.* It shall be unlawful to own, keep, or breed pigeons within the corporate limits of the city otherwise than in constant and strict captivity and confinement in a house or other secure enclosure upon premises owned, possessed or controlled by the owner of such pigeons.

(b) *Unlawful to permit nesting, etc., of unconfined pigeons on owned property.* It shall be unlawful for any person in the city to permit any unconfined pigeon or pigeons to roost at night or to nest or breed on any lot, real estate, or premises within the corporate limits of the city owned, possessed or controlled by him and each day that such person so permits an unconfined pigeon or pigeons to so roost at night or to nest or breed on any lot, real estate, or premises owned, possessed or controlled by him shall be a separate and distinct offense.

(Code 1968, art. 10-I-3(c)(9); Ord. No. 2014-07, § 2, 4-22-2014)

Sec. 18-80. Livestock.

(a) *Keeping certain livestock inside city limits forbidden.* Except as otherwise provided in this chapter, it is unlawful for any person to keep, harbor, possess, or allow to remain on any premises under his control within the corporate limits of the city, any mule, ass, swine, or any other animal except dogs, cats and those animals otherwise allowed under this chapter.

(b) *Keeping certain livestock inside city limits restricted.* Except as otherwise provided in this chapter, it is unlawful for any person to keep, harbor, or possess any horse, foal, pony, sheep, or goat or any animal of the cow kind on any premises under his control except under the provisions and conditions defined in this article.

(1) *Cattle restrictions.*

a. *Temporary permit and fee required.* Any person desiring to bring cattle into the city limits for a temporary period not to exceed 72 hours for the purpose of showing or selling shall first obtain a permit from the animal control department. The permit shall

specify the dates of arrival and departure of the animals, where animals are to be held, number of animals, and the name of an individual who shall be responsible for confinement of animals, sanitation, and disposal of waste. The animal control department shall collect a permit fee of \$10.00 per individual event.

b. *Limitations on keeping cattle.* Any person desiring to keep cattle in the city limits may only do so on property in an agricultural or open-space recreational district, shall be limited to three head per acre, and shall adhere to the additional requirements listed in section 18-75(b)(4).

(2) *Equine restrictions.*

a. *Vaccination required.* Any person who owns or keeps under his control any horse, foal, or pony within the corporate limits of the city shall cause all horses, foals, or ponies kept by him to be vaccinated at least once each year for sleeping sickness (encephalitis lethargica) by a graduate veterinarian.

b. *Permit and fee required.* Any person desiring to keep any horse, foal, or pony shall first secure a permit from the animal control department of the city, within 30 days from the enactment of the ordinance from which this chapter is derived. Such permit shall be issued by the animal control department upon receipt of an application in writing from the person desiring to keep such horse, pony, or foal. Such application shall contain the address of the applicant, size of the animal pen, distance from dwellings, names of abutting property owners, a certificate of vaccination, and such other information as the city shall require. The animal control department shall collect a permit fee of \$5.00 for each permit to keep any horse, foal, or pony, which shall expire on May 31 each year; thereafter, every person owning or having under his control horses, ponies or foals, shall pay a renewal fee of \$5.00 per annum, per horse, pony or foal, to the animal control department on or before June 1 each year, and present a certificate of vaccination as provided in this subsection.

(3) *Sheep/goat restrictions; permit required to keep sheep or goats as project for junior livestock show.* Any member of the county 4H Club or the Kerrville FFA who desires to keep sheep or goats within the corporate limits of the city as a project to be entered in the county junior livestock show shall first secure a permit from the animal control department of the city. Such permit shall be issued by the animal control department upon receipt of a written application from the person desiring to keep such sheep and goats and signed by the county agricultural agent or the vocational agriculture teacher. Such application shall contain the address of the applicant, size of the animal pen, distance from dwellings, names of the abutting property owners and such other information as the city shall require.

(4) *Enclosures required.* Any person desiring to keep horses, foals, ponies, sheep or goats as provided and limited in this article shall provide an enclosure for such horse, foal, pony, sheep or goats, which shall be substantially erected to properly contain the animals. Such enclosure shall be erected with a ground area of not less

than 7,500 square feet per horse, foal or pony and not less than 2,000 square feet for each sheep or goat. All enclosures shall be located on the property of the owner of the animal so that no part of such enclosure for horses, foals or ponies is less than 250 feet from the dwelling of any other person and such enclosure for sheep and goats is no less than 100 feet from the dwelling of any other person.

(5) *Sanitation requirements.* All such pens for horses, foals, ponies, sheep and goats shall be maintained in a clean and sanitary condition, free of filth at all times. Manure shall be cleaned daily from such pens or enclosures and placed in an airtight container. All manure from such container shall be removed at least once a week or more often, if required, to keep such container sanitary. All manure removed from such pens or enclosures shall be dumped only at a state or city approved site. It is unlawful to dump or place any manure or other waste from such pens or enclosures in the garbage cans or receptacles serviced by the sanitation department of the city. Pens and enclosures may be inspected at any time by the sanitarian or any duly authorized representative of the city.

(c) *Livestock running at large prohibited.*

(1) *Impoundment of livestock.* It shall be unlawful for the owner or controller of any animal of the cow kind, horse, mule, jack or jenny, hog, sheep or goat, to allow, permit such animal to run at large, or be at large within the limits of the city.

(2) *Disposal of unredeemed animals.* Disposal of unredeemed animals shall be in accordance with state laws on the subject.

(Code 1968, art. 10-I-3(c)(10))