



# City Council Regular Meeting Agenda

## October 22, 2024 at 6:00 PM

### City Hall, 701 Main Street, Kerrville, Texas



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Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon on this property.

Thank you for your participation!

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### **CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE** : By Mayor Joe Herring, Jr.

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** *Items of community interest, including expressions of thanks, congratulations, condolences; holidays; recognitions; upcoming city sponsored events, or events scheduled which city officials will attend; safety and imminent threats to the public. No action will be taken.*
2. **PRESENTATIONS:**
  - 2.A Kerrville Kindness Award: Kerrville Public Utility Board (KPUB) Linemen. (*Mayor Herring*)
  - 2.B Citizens Academy participants recognition. (*Mayor Herring and C Tork, Director of Innovation and Technology*)
  - 2.C Proclamation: October 2024 as Hill Country Dark Sky month. (*Mayor Herring*)
  - 2.D Proclamation: November 4-8, 2024 as Municipal Court week. (*Mayor Herring*)
3. **VISITORS/CITIZENS FORUM:** *Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must complete the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.*
4. **CONSENT AGENDA:** *These items are considered routine and can be approved in one motion unless a Councilmember, staff, or citizen 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 Ordinance No. 2024-25, second reading. An Ordinance annexing a 13.08 tract of land into the Corporate Limits of the City of Kerrville, Texas; such property generally located adjacent to Cypress Creek Road and on the Southeast corner of the road and Loop 534; the property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limit; adopting a Service Agreement; establishing the zoning for the annexed property as a Multifamily Residential Zoning District (R-3); and providing other matters



relating to this subject. (*D Paxton, Director of Planning & Development*) **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**



- 4.B Ordinance No. 2024-26, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of an approximate 7.83 acre tract of land and generally located on the Southeast corner of the intersection of Loop 534 and Cypress Creek Road (FM 1341); from an Agriculture Zoning District (AG) to a Multifamily Zoning District (R-3); and providing other matters relating to the subject. (*D Paxton, Director of Planning & Development*) **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**
- 4.C Ordinance No. 2024-27, second reading. An Ordinance amending Ordinance Nos. 2001-23 and 2016-05, which created and later amended, respectively, a Planned Development District (PDD) pursuant to the City's Zoning Code; by changing the zoning of Lot 1, Block 2, Kerrville Airport Commerce Park Phase 1, a Subdivision within the City of Kerrville, Texas; the property more commonly known as 101 Airport Commerce Parkway; from being part of the PDD to a Light Commercial (C-2) Zoning District; ordering publication; and providing other matters relating to the subject. (*D Paxton, Director of Planning and Development*) **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**



- 4.D Ordinance No. 2024-28, second reading. An Ordinance approving a project and financing plan for Tax Increment Reinvestment Zone Number Two, City of Kerrville, Texas; making findings related to such plan; providing for severability; and providing an effective date. (*M Hornes, Assistant City Manager; J Behrens, Director of Finance*) **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**



- 4.E Purchase of (3) police vehicles, and costs associated with upfitting the vehicles, in an amount not to exceed \$300,000. (*J Chapman, Procurement Coordinator*)
- 4.F Construction Contract with Guido Construction Company for the Cailloux Theater Roof and HVAC Replacement Project in the amount of \$2,937,875.00. (*K Burow, Director of Engineering*)
- 4.G City Council workshop minutes October 08, 2024. (*S McElhannon, City Secretary*)
- 4.H City Council meeting minutes October 08, 2024. (*S McElhannon, City Secretary*)

## **5. ORDINANCES, FIRST READING:**

- 5.A Ordinance No. 2024-29. An Ordinance amending Ordinance No. 2024-10, which, subject to conditions not having occurred, authorized the vacation, abandonment, and closure of all right, title, and interest in a segment of a public right-of-way known as Knapp Rd; but only to that portion of Knapp Rd located south of the Guadalupe River; amending such Ordinance by revising the conditions required to take final action to cause the vacation, abandonment, and closure. (*D Paxton, Director of Planning & Development*)

## **6. CONSIDERATION AND POSSIBLE ACTION:**

- 6.A Public Improvement Participation Agreement with Crenwelge LLC for the widening of a portion of Cailloux Blvd. (*M Hornes, Assistant City Manager*)

## **7. INFORMATION AND DISCUSSION:**

- 7.A Finance Report ending September 30, 2024. (*J Behrens, Director of Finance*)

8. **EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if they meet the qualifications of Chapter 551 of the Texas Government Code. City Council also reserves the right to meet in executive session on the following issue(s):*

8.A Post Hole Ventures, LLC vs City of Kerrville, TX, Cause No. SA21CA0980XR, United States District Court for the Western District of Texas, San Antonio Division (551.071) (M Hayes, City Attorney)

9. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.**

10. **ITEMS FOR FUTURE AGENDAS:** *Council may suggest items or topics for future agendas.*

**ADJOURN.**



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

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**CAPTION:** Citizens Academy participants recognition. (*Mayor Herring and C Tork, Director of Innovation and Technology*)

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/02/2024

**SUBMITTED BY:** Charvy Tork, Director of Innovation and Technology

**EXHIBITS:**

None

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

F – Public Facilities/Services

**SUMMARY:**

The following citizens have completed the City's second Citizens Academy, a 7-week program designed to give participants an in-depth look at how city government operates, the services it provides, and its partnerships with other organizations. The program featured informative presentations, interactive discussions, Q&A sessions, and guided tours of city facilities. The City proudly acknowledges and appreciates these individuals for their dedication to learning about local governance and their active involvement in the community.

Participants: Gerry Cashiola, Sharon Egloff, Vanessa Franco, David Galvan, Douglas Nelson, Sheila Pedersen and Heidi Uttrich.

**RECOMMENDED ACTION:**

Recognize the participants for their successful completion of the Citizens' Academy and thank them for their commitment to civic engagement.



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

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**CAPTION:** Ordinance No. 2024-25, second reading. An Ordinance annexing a 13.08 tract of land into the Corporate Limits of the City of Kerrville, Texas; such property generally located adjacent to Cypress Creek Road and on the Southeast corner of the road and Loop 534; the property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limit; adopting a Service Agreement; establishing the zoning for the annexed property as a Multifamily Residential Zoning District (R-3); and providing other matters relating to this subject. *(D Paxton, Director of Planning & Development)* **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/10/2024

**SUBMITTED BY:** Drew Paxton, Director of Planning and Development

**EXHIBITS:**

1. 20241022\_Ord 2024-25 534 Cypress Creek Road 2nd
2. 20241008\_Current\_Zoning 534 Cypress Creek Rd
3. 20241008\_Future Land Use 534 Cypress Creek Rd

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

H – Housing

**SUMMARY:**

**Proposal:** An Ordinance to annex 534 Cypress Creek Road into the Kerrville's incorporated limits with a zoning classification of R-3 Multifamily Residential; located at the northeast corner of Loop 534 and Cypress Creek Road.

**Procedural Requirements:** The City, in accordance with state law, mailed 8 letters on 8/22/2024 to adjacent property owners. The City published a similar notice in the Hill Country Community Journal on 8/14/2024. An information sign was posted on the property on 8/23/2024. At the time of drafting this agenda bill, no public comment had been received.

**Staff Analysis and Recommendation:**

**Consistency with the Kerrville 2025 Comprehensive Plan:** The property is located

within Strategic Catalyst Area 8 (SCA 8). SCA 8 surrounds Loop 534 and is largely undeveloped. Allowable place types within SCA 8 are Estate Residential, Neighborhood Residential, Preservation Residential, Transitional Residential and Community Commercial. Community Commercial place types are more appropriate along the highway where topography is flatter while residential place types are more appropriate as topography becomes hillier and more challenging. SCA 8 supports the requested annexation and zoning since the proposed annexation location has challenging topography and the proposed use is residential development. As such, this request is consistent with the goals of the Future Land Use Plan of the Kerrville 2050 Comprehensive Plan.

**Adjacent Zoning and Land Uses:**

**Subject Property**

Current Zoning: None (County)

Existing Land Uses: Vacant

**Direction: North**

Current Zoning: None (County)

Existing Land: Vacant/Cypress Creek Road

**Direction: West**

Current Zoning: AG Agriculture

Existing Land: Vacant/Loop 534

**Direction: South**

Current Zoning: AG Agriculture and County (None)

Existing Land: Vacant

**Direction: East**

Current Zoning: None (County)

Existing Land: Rural Residential

**Thoroughfare Plan:** There should be no impact to the thoroughfare plan since proposed developments have been anticipated adjacent to Loop 534.

**Traffic Impact:** With all the proposed development frontage adjacent to Loop 534 and FM 1341 (Cypress Creek Road), TxDOT will most likely request a traffic Impact Analysis as part of any future development. Any improvements necessary for proposed project buildout are required to be designed and installed at the development's express as required by TxDOT.

**Parking:** To be determined and consistent with zoning regulations once a final site plan has been submitted for review and approval.

**Recommendation:** Based on consistency with the Kerrville 2050 Comprehensive Plan, staff recommends the case for approval.

On September 5th, the Planning and Zoning Commission recommended approval with a unanimous vote.

On October 08, 2024, City Council unanimously approved Ordinance No. 2024-25 first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-25 on second reading.

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2024-25**

**AN ORDINANCE ANNEXING A 13.08 TRACT OF LAND INTO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS; SUCH PROPERTY GENERALLY LOCATED ADJACENT TO CYPRESS CREEK ROAD AND ON THE SOUTHEAST CORNER OF THIS ROAD AND LOOP 534; THE PROPERTY MORE SPECIFICALLY DESCRIBED IN THIS ORDINANCE AND BEING LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND ADJACENT TO THE CITY LIMITS; ADOPTING A SERVICE AGREEMENT; ESTABLISHING THE ZONING FOR THE ANNEXED PROPERTY AS A MULTIFAMILY RESIDENTIAL ZONING DISTRICT (R-3); AND PROVIDING OTHER MATTERS RELATING TO THIS SUBJECT**

**WHEREAS**, an owner of land has requested annexation of its property by the City of Kerrville, Texas (“City”), pursuant to Local Government Code Section 43.0671; and

**WHEREAS**, the land to be annexed makes up approximately 13.08 acres, as more specifically described below (the “Property”); and

**WHEREAS**, the Property lies within the extraterritorial jurisdiction of the City and adjacent to the City’s limits; and

**WHEREAS**, in conjunction with the approval of this Ordinance, City Council also approves a service agreement for the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, Section 60-37 of the City’s Zoning Code creates procedures for initial zoning of newly annexed areas; 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, and complying with other requirements in Section 43.0673 of the Texas Local Government Code, City Council finds it to be in the public interest to adopt this Ordinance annexing the Property, to approve a service agreement as required by state law, and to 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. FINDINGS.** City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

**SECTION TWO. ANNEXATION.** 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. AMENDMENT TO CITY BOUNDARY.** City Council authorizes the City Manager to amend the City’s official boundary map in accordance with this annexation.

**SECTION FOUR. PETITION FOR ANNEXATION.** The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

**SECTION FIVE. AGREEMENT REGARDING SERVICES.** Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Service Agreement (the “Agreement”) with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City’s full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

**SECTION SIX. ZONING.** Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City’s Zoning Code, the Property will be zoned as a Multifamily Residential Zoning District (R-3), which authorizes the Property to be used in ways consistent with the land uses specified in that district.

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

**SECTION NINE. PENALTY.** 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 TEN. PUBLICATION OF ORDINANCE.** 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 ELEVEN. POST ANNEXATION ACTIONS.** The City Manager shall provide a certified copy of this Ordinance to the Texas Secretary of State, Kerr County, and Kerr Central Appraisal District and any other entity as may be required.

PASSED AND APPROVED ON FIRST READING, this the 08  
day of OCTOBER A.D., 2024.

PASSED AND APPROVED ON SECOND READING, this the  
\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

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Joe Herring, Jr., Mayor

APPROVED AS TO FORM:

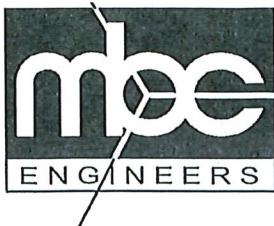


Michael C. Hayes, City Attorney

ATTEST:

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Shelley McElhannon, City Secretary



**EXHIBIT A**  
**MACINA • BOSE • COPELAND and ASSOCIATES, INC.**  
**CONSULTING ENGINEERS AND LAND SURVEYORS**

1035 Central Parkway North, San Antonio, Texas 78232

(210) 545-1122 Fax (210) 545-9302

TBPE Firm Registration #784 | TBPLS Firm Registration #10011700 | SBE Certified #214046463  
[www.mbcengineers.com](http://www.mbcengineers.com)

**METES AND BOUNDS DESCRIPTION  
TO ACCOMPANY  
ANNEXATION AND ZONING EXHIBIT**

BEING A 13.08 ACRE (569,602 SQUARE FOOT) TRACT OF LAND, SITUATED IN KERR COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.91 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 24-02372, OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a Concrete monument Found at the intersection of the Easterly Right-of-Way line of State Highway Loop 534 (Veterans Highway) with the Southerly Right-of-Way line of F.M. Highway 1341 (Cypress Creek Road) and marking the Northwestern most corner of said 20.91 Acre Tract;

**THENCE** S  $81^{\circ} 50' 18''$  E a distance of 176.29 feet, along and with the F.M. Highway 1341 (Cypress Creek Road), to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" Found;

**THENCE** S  $83^{\circ} 54' 11''$  E a distance of 2.59 feet continuing along and with the Southerly Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Road), to **THE POINT OF BEGINNING**;

**THENCE** S  $83^{\circ} 54' 11''$  E a distance of 341.78 feet along and with the Southerly Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Road), to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" for the point of curvature of a curve to the right;

**THENCE** along and with said curve to the right having the following parameters: Radius = 1111.30 feet, Arc Length = 756.41 feet, Chord Bearing = S  $64^{\circ} 29' 52''$  E, and a Chord Distance = 741.89 feet to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" Found;

**THENCE** S  $44^{\circ} 55' 15''$  E a distance of 436.44 feet, to a calculated point for a corner, and marking the Northwestern corner of a called 138.82 Acre Tract as described in Warranty Deed with Vendor's Lien recorded in Document number 22-04041, of the Official Public records of Bexar County, Texas, and marking the Southeastern most corner of said 20.91 Acre Tract;

**THENCE** S  $29^{\circ} 40' 17''$  W a distance of 582.53 feet, departing the Southerly Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Rd.), along and with the Northwestern line of said 138.82 Acre Tract, to a point;

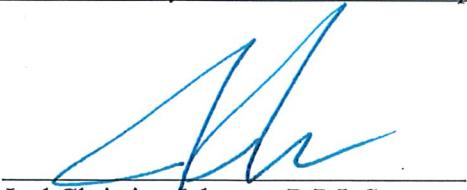
**THENCE** N  $29^{\circ} 37' 53''$  W a distance of 370.74 feet, into and across said 20.91 Acre Tract, to a point;

**THENCE** N  $45^{\circ} 16' 59''$  W a distance of 263.04 feet to a point;

THENCE N 54° 11' 08" W a distance of 299.22 feet to a point;

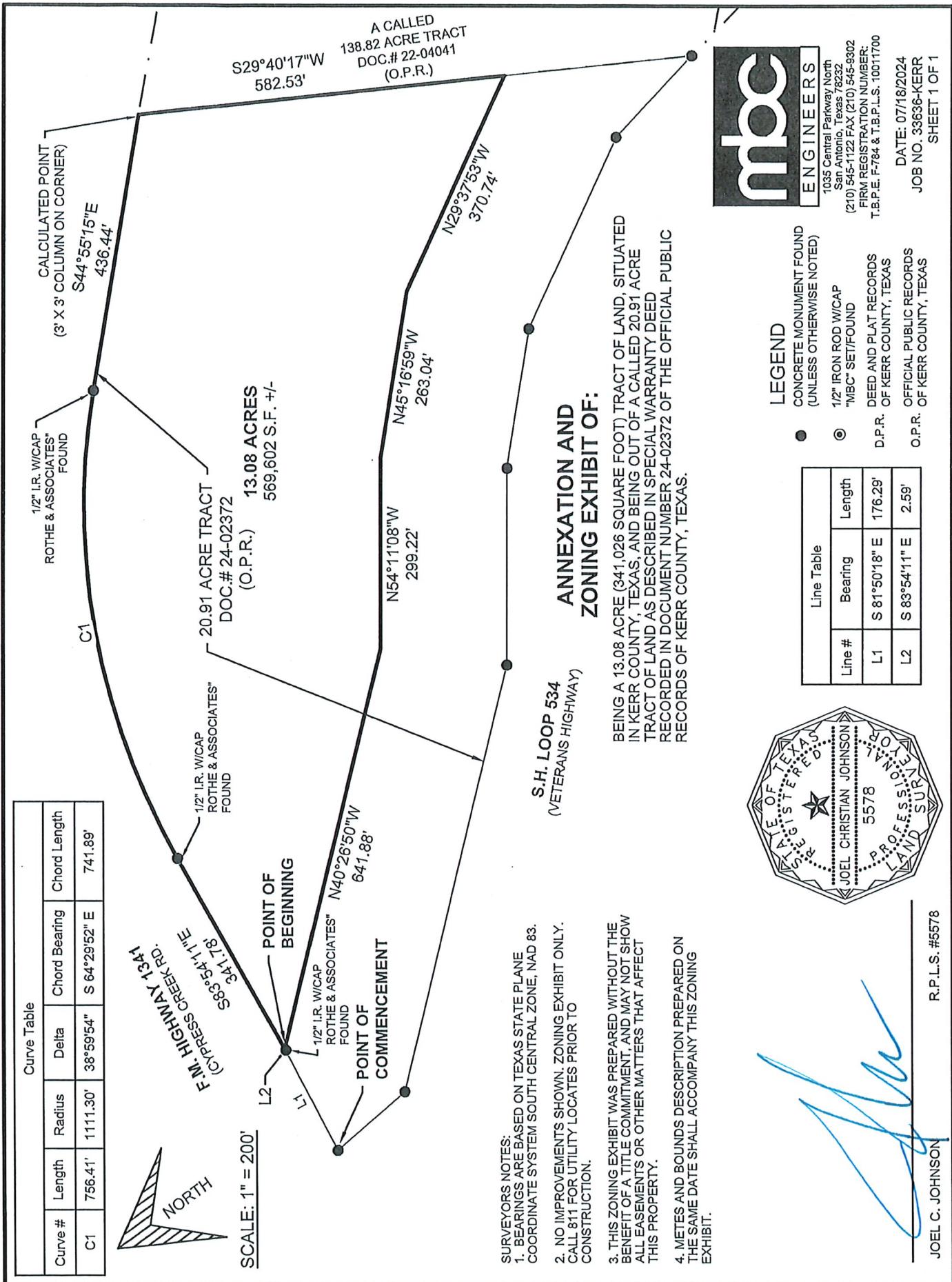
THENCE N 40° 26' 50" W a distance of 641.88 feet to the **POINT OF BEGINNING** and containing 13.08 Acres (569,602 square foot) more or less as surveyed by Macina, Bose, Copeland and Associates.

Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.

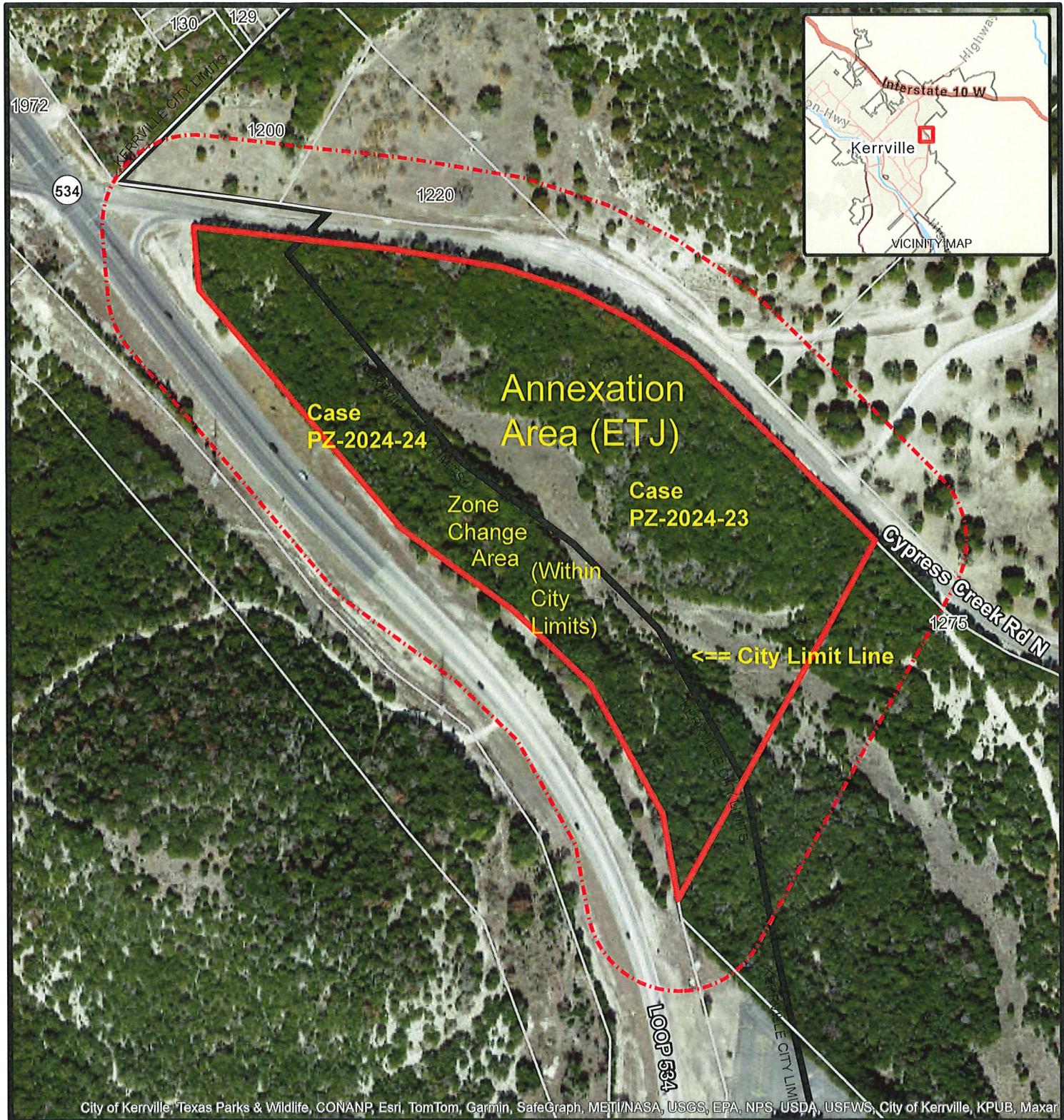


Joel Christian Johnson, R.P.L.S.  
TBPLS Firm Registration 10011700  
Date: July 18, 2024  
Job No. 33636-Kerr





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## Location Map - Annexation

Case # PZ-2024-23

**Location:**

NE Corner of Loop 534 and Cypress Creek Road

### Legend

- Subject Properties (Red Square)
- 200 Feet Notification Area (Red Dashed Line)



08/05/2024

0 100 200 400

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.

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 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:

BEING A 13.08 ACRE (569,602 SQUARE FOOT) TRACT OF LAND, SITUATED IN KERR COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.91 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 24-02372, OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY THE ATTACHED METES AND BOUNDS.

We certify that the above described tract of land is contiguous and adjacent to the City of Kerrville, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Leila L.

Signed: \_\_\_\_\_

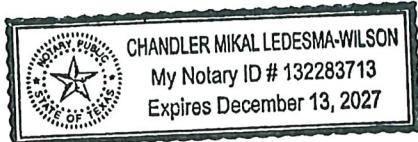
Signed: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared W. L. (Bill) Sisson, \_\_\_\_\_, 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 26<sup>th</sup> day of July, 2024.



Chandler Mikal Ledesma-Wilson  
Notary Public in and for  
Harris County, Texas.

## SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into between the **CITY OF KERRVILLE, TX**, a Texas Home-Rule Municipal Corporation (the "City") and BNB Kerrville (the "Owner(s)"). The City and the Owner are collectively referred to as the Parties.

**WHEREAS**, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

**WHEREAS**, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

**WHEREAS**, City and Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

**WHEREAS**, it is found that the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

**Section 1. Property Description.** The legal description of the Subject Property is as set forth in **Exhibit A**.

**Section 2. Services.** City will provide the services listed and specified in **Exhibit B**, for the Subject Property on the effective date of annexation of the Subject Property.

**Section 3. Owner's Obligations.** Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until City has approved and adopted the ordinance annexing such property.

**Section 4. Term.** The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

*WHD*

**Section 5. Vested Rights Claims.** This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

**Section 6. Authorization.** All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

**Section 7. Covenant Running with the Land.** This Agreement shall run with the Subject Property, and this Agreement may be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

**Section 8. Severability.** If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

**Section 9. Amendment and Modifications.** This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

**Section 10. Gender, Number, and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

**Section 11. Governmental Immunity; Defenses.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

**Section 12. Enforcement; Waiver.** This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

**Section 13. Effect of Future Laws.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

**Section 14. Venue and Applicable Law.** Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

A handwritten signature, likely belonging to the City of Kerrville, is placed here.

**Section 15. Counterparts.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

**Section 16. Effective Date.** This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

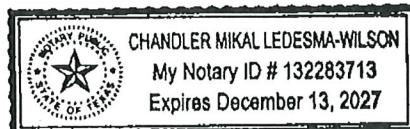
**Section 17. Sections to Survive Termination.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

EXECUTED this 3 day of October, 2024.

B.N.B (Bengaluru) Ltd. 5.55m presale  
WtL

STATE OF TEXAS  
HARRIS  
COUNTY OF KERR

This instrument was acknowledged before me on the 3 day of October, 2024, by W.L. Sison, the Managing Member, of BNB Kerrville LLC.



Handwritten Notary Seal  
Notary Public, State of Texas

**CITY OF KERRVILLE, TX**

Dalton Rice, City Manager

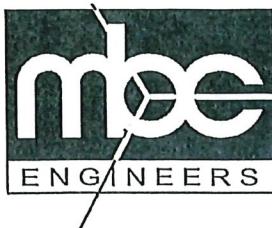
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Dalton Rice, City Manager

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Dalton Rice, City Manager, City of Kerrville, Texas.

Upon Recording, Return to:  
City of Kerrville, Texas  
City Secretary  
City Hall, 701 Main Street  
Kerrville, Texas 78028

**Notary Public, State of Texas**



**EXHIBIT A**  
**MACINA • BOSE • COPELAND and ASSOCIATES, INC.**  
**CONSULTING ENGINEERS AND LAND SURVEYORS**

1035 Central Parkway North, San Antonio, Texas 78232

(210) 545-1122 Fax (210) 545-9302

TBPE Firm Registration #784 | TBPLS Firm Registration #10011700 | SBE Certified #214046463  
[www.mbcengineers.com](http://www.mbcengineers.com)

**METES AND BOUNDS DESCRIPTION  
TO ACCOMPANY  
ANNEXATION AND ZONING EXHIBIT**

BEING A 13.08 ACRE (569,602 SQUARE FOOT) TRACT OF LAND, SITUATED IN KERR COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.91 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 24-02372, OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a Concrete monument Found at the intersection of the Easterly Right-of-Way line of State Highway Loop 534 (Veterans Highway) with the Southerly Right-of-Way line of F.M. Highway 1341 (Cypress Creek Road) and marking the Northwestern most corner of said 20.91 Acre Tract;

**THENCE** S 81° 50' 18" E a distance of 176.29 feet, along and with the F.M. Highway 1341 (Cypress Creek Road), to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" Found;

**THENCE** S 83° 54' 11" E a distance of 2.59 feet continuing along and with the Southerly Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Road), to **THE POINT OF BEGINNING**;

**THENCE** S 83° 54' 11" E a distance of 341.78 feet along and with the Southerly Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Road), to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" for the point of curvature of a curve to the right;

**THENCE** along and with said curve to the right having the following parameters: Radius = 1111.30 feet, Arc Length = 756.41 feet, Chord Bearing = S 64° 29' 52" E, and a Chord Distance = 741.89 feet to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" Found;

**THENCE** S 44° 55' 15" E a distance of 436.44 feet, to a calculated point for a corner, and marking the Northwestern corner of a called 138.82 Acre Tract as described in Warranty Deed with Vendor's Lien recorded in Document number 22-04041, of the Official Public records of Bexar County, Texas, and marking the Southeastern most corner of said 20.91 Acre Tract;

**THENCE** S 29° 40' 17" W a distance of 582.53 feet, departing the Southerly Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Rd.), along and with the Northwestern line of said 138.82 Acre Tract, to a point;

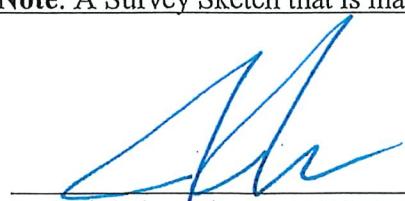
**THENCE** N 29° 37' 53" W a distance of 370.74 feet, into and across said 20.91 Acre Tract, to a point;

**THENCE** N 45° 16' 59" W a distance of 263.04 feet to a point;

THENCE N 54° 11' 08" W a distance of 299.22 feet to a point;

THENCE N 40° 26' 50" W a distance of 641.88 feet to the **POINT OF BEGINNING** and containing 13.08 Acres (569,602 square foot) more or less as surveyed by Macina, Bose, Copeland and Associates.

Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.



Joel Christian Johnson, R.P.L.S.  
TBPLS Firm Registration 10011700  
Date: July 18, 2024  
Job No. 33636-Kerr



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	756.41'	1111.30'	38°59'54" S	64°29'52" E	741.89'

1/2" I.R. W/CAP  
ROTHe & ASSOCIATES"  
FOUND

CALCULATED POINT

(3' X 3' COLUMN ON CORNER)

S29°40'17" W  
582.53'  
A CALLED  
138.82 ACRE TRACT  
DOC.# 22-04041  
(O.P.R.)

1/2" I.R. W/CAP  
ROTHe & ASSOCIATES"  
FOUND

20.91 ACRE TRACT

DOC.# 24-02372  
(O.P.R.) 13.08 ACRES

569,602 S.F. +/-

1/2" I.R. W/CAP  
ROTHe & ASSOCIATES"  
FOUND

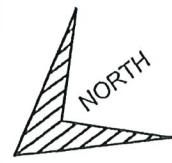
POINT OF  
BEGINNING

F.M. HIGHWAY  
HIGH CREEK RD.  
S 83°54'11" E  
S 34°18'

1/2" I.R. W/CAP  
ROTHe & ASSOCIATES"  
FOUND

POINT OF  
COMMENCEMENT

N40°26'50" W  
641.88'



SCALE: 1" = 200'

**SURVEYORS NOTES:**  
1. BEARINGS ARE BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83.  
2. NO IMPROVEMENTS SHOWN. ZONING EXHIBIT ONLY.  
CALL 811 FOR UTILITY LOCATES PRIOR TO  
CONSTRUCTION.

3. THIS ZONING EXHIBIT WAS PREPARED WITHOUT THE  
BENEFIT OF A TITLE COMMITMENT, AND MAY NOT SHOW  
ALL EASEMENTS OR OTHER MATTERS THAT AFFECT  
THIS PROPERTY.

4. METES AND BOUNDS DESCRIPTION PREPARED ON  
THE SAME DATE SHALL ACCOMPANY THIS ZONING  
EXHIBIT.

S.H. LOOP 534  
(VETERANS HIGHWAY)

### ANNEXATION AND ZONING EXHIBIT OF:

BEING A 13.08 ACRE (341,026 SQUARE FOOT) TRACT OF LAND, SITUATED  
IN KERR COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.91 ACRE  
TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED  
RECORDED IN DOCUMENT NUMBER 24-02372 OF THE OFFICIAL PUBLIC  
RECORDS OF KERR COUNTY, TEXAS.



### LEGEND

CONCRETE MONUMENT FOUND  
(UNLESS OTHERWISE NOTED)

1/2" IRON ROD W/CAP

"MBC" SET/FOUND

D.P.R. DEED AND PLAT RECORDS  
OF KERR COUNTY, TEXAS

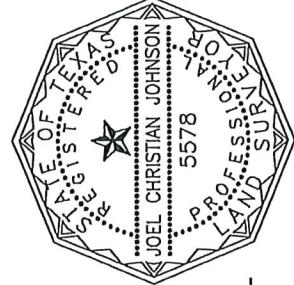
O.P.R. OFFICIAL PUBLIC RECORDS  
OF KERR COUNTY, TEXAS

1035 Central Parkway North  
San Antonio, Texas 78222  
FIRM REGISTRATION NUMBER:  
T.B.P.E. F-784 & T.B.P.L.S. 10011700

DATE: 07/18/2024  
JOB NO. 33636-KERR  
SHEET 1 OF 1

Line Table
Line #
Bearing
Length

L1	S 81°50'18" E	176.29'
L2	S 83°54'11" E	2.59'



R.P.L.S. #5578

JOEL C. JOHNSON

**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 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 annexed area both adequate to serve the annexed 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 annexed area than were in existence at the time immediately preceding the effective date of annexation.

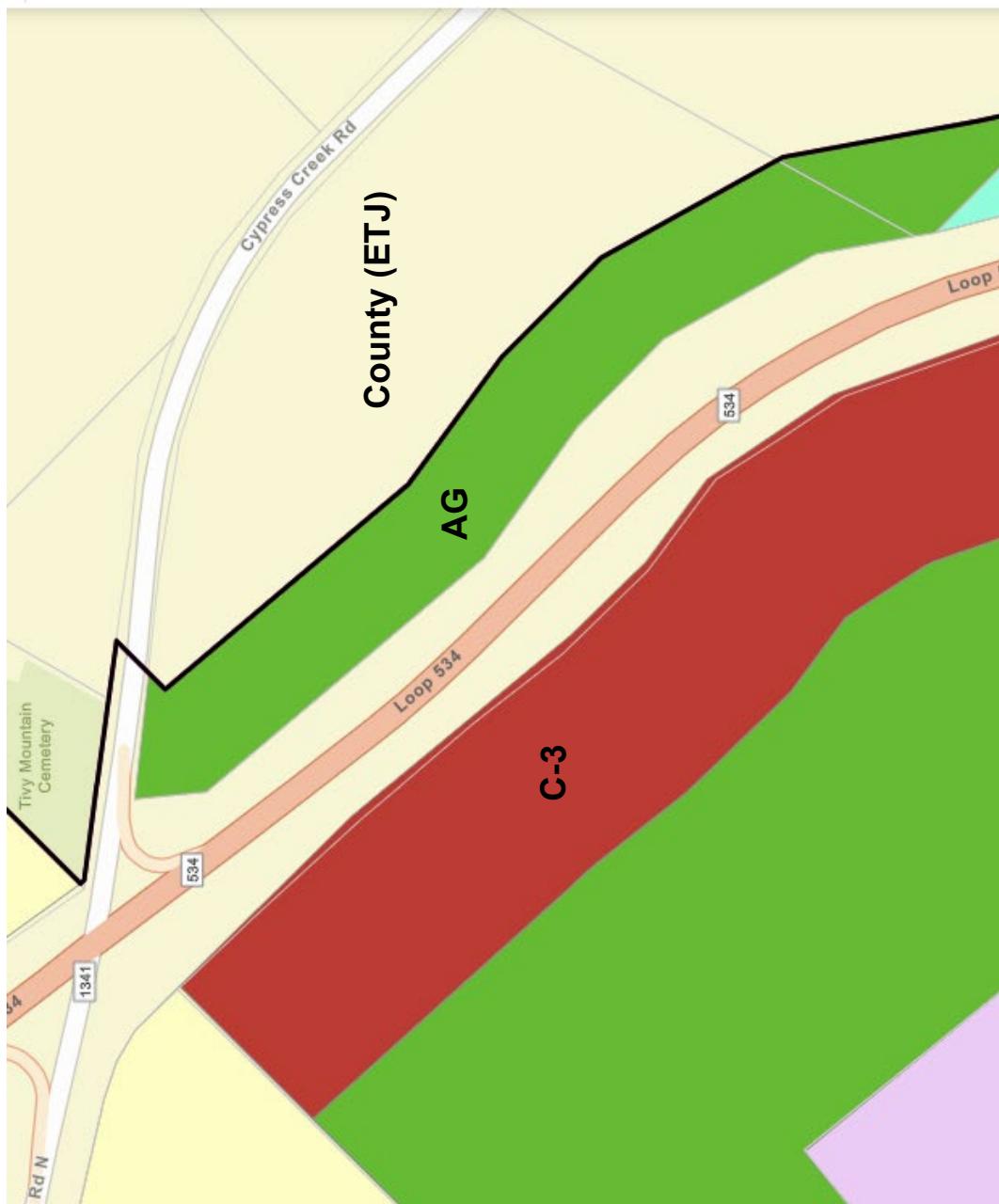
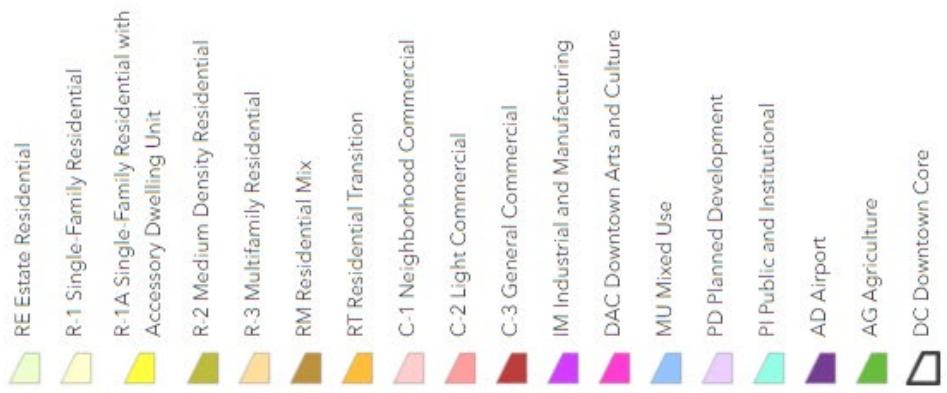
<b>SERVICE</b>	<b>DETAILS OF SERVICE PROVIDED</b>	<b>TIMETABLE</b>
<b>Code Enforcement</b>	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City shall be made immediately to the area upon annexation. The adoption of zoning plan shall be in accordance with the procedures of the City's Zoning Code.	Immediately following annexation, zoning to be concurrent with annexation
<b>Fire Protection and Emergency Medical Services (EMS)</b>	Fire protection and emergency medical services will be provided to the annexed area. The City will serve the annexed area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexed 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
<b>Fire Prevention</b>	The services of the City's Fire Marshall shall be provided to the area.	Immediately following annexation.
<b>Library</b>	Residents of the area, if any, will continue to be entitled to utilize the City's Library facilities.	Immediately following annexation.
<b>Parks and Recreation Facilities</b>	The City will maintain park and recreation facilities located within the annexed area, if any, 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
<b>Police Protection</b>	Police Services will provide protection and law enforcement services to the annexed 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
<b>Maintenance of Existing Roads &amp; Streets</b>	The City's Public Works Department will maintain existing roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows:  1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	<p>2. Routine maintenance of public streets and rights-of-way performed within the City.</p> <p>3. Street sweeping services may occur based upon need and funding.</p> <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>	
<b>Solid Waste Collection</b>	Solid Waste collection to the annexed 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
<b>Traffic Engineering</b>	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

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
<b>Water Service</b>	<p>The City will provide for the maintenance of City-owned public water lines within the annexed area provided that the area is within the City's Certificate of Convenience and Necessity area as determined by the Public Utility Commission (PUC) 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>	As the property develops
<b>Wastewater Service</b>	<p>The City will provide for the maintenance of sanitary sewer lines within the annexed area 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
<b>Provision for Other City Services</b>	<p>Other City services that may be provided by the City such as planning, inspection, animal control, 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

**Zoning District (Current)**







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

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**CAPTION:** Ordinance No. 2024-26, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of an approximate 7.83 acre tract of land and generally located on the Southeast corner of the intersection of Loop 534 and Cypress Creek Road (FM 1341); from an Agriculture Zoning District (AG) to a Multifamily Zoning District (R-3); and providing other matters relating to the subject. (*D Paxton, Director of Planning & Development*) **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/10/2024

**SUBMITTED BY:** Drew Paxton, Director of Planning and Development

**EXHIBITS:**

1. 20241022\_Ord 2024-26 534 Cypress Crk Rd 2nd
2. 20241008\_Current\_Zoning 534 Cypress Creek Rd
3. 20241008\_Future Land Use 534 Cypress Creek Rd

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**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

H – Housing

**SUMMARY:**

**Proposal:** An Ordinance to change the zoning from AG Agriculture to R-3 Multifamily Residential on a 7.83 acre tract of land more commonly known as 534 Cypress Creek Road.

The applicant requests a zoning change from AG Agriculture to R-3 Multifamily Residential to be consistent with the concurrent annexation and zoning of the adjacent property. The property being annexed and zoned to R-3 will be platted together with this property being rezoned to R-3 to create a more developable multifamily residential property.

**Procedural Requirements:** The City, in accordance with state law, mailed 8 letters on 8/22/2024 to adjacent property owners. The City published a similar notice in the Hill Country Community Journal on 8/14/2024. An information sign was posted on the property on 8/23/2024. At the time of drafting this agenda bill, no public comment had been received.

**Staff Analysis and Recommendation:**

**Consistency with the Kerrville 2025 Comprehensive Plan:** The property is located within Strategic Catalyst Area 8 (SCA 8). SCA 8 surrounds Loop 534 and is largely undeveloped. Allowable place types within SCA 8 are Estate Residential, Neighborhood Residential, Preservation Residential, Transitional Residential and Community Commercial. Community Commercial place types are more appropriate along the highway where topography is flatter while residential place types are more appropriate as topography becomes hillier and more challenging. SCA 8 supports the requested annexation and zoning since the proposed annexation location has challenging topography and the proposed use is residential development. As such, this request is consistent with the goals of the Future Land Use Plan of the Kerrville 2050 Comprehensive Plan.

**Adjacent Zoning and Land Uses:**

**Subject Property**

Current Zoning: AG Agriculture

Existing Land Uses: Vacant

**Direction: North**

Current Zoning: None (County)

Existing Land: Cypress Creek Road/Tivy Mountain Cemetery

**Direction: West**

Current Zoning: None

Existing Land: Loop 534

**Direction: South**

Current Zoning: AG Agriculture

Existing Land: Vacant

**Direction: East**

Current Zoning: None (County); Annexation & Zoning (Case PZ-2024-23)

Existing Land: Vacant

**Thoroughfare Plan:** There should be no impact to the thoroughfare plan since proposed developments have been anticipated adjacent to Loop 534.

**Traffic Impact:** With all the proposed development frontage adjacent to Loop 534 and FM 1341 (Cypress Creek Road), TxDOT will most likely request a traffic Impact Analysis as part of any future development. Any improvements necessary for proposed project buildout are required to be designed and installed at the development's express as required by TxDOT.

**Parking:** To be determined and consistent with zoning regulations once a final site plan has been submitted for review and approval.

**Recommendation:** Based on consistency with the Kerrville 2050 Comprehensive Plan, staff recommends the case for approval.

On September 5th, the Planning and Zoning Commission recommended approval with a unanimous vote.

On October 08, 2024, City Council unanimously approved Ordinance No. 2024-26 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-26 on second reading.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2024-26**

**AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF  
ORDINANCES, CITY OF KERRVILLE, TEXAS (ZONING CODE)  
BY CHANGING THE ZONING OF AN APPROXIMATE 7.83 ACRE  
TRACT OF LAND AND GENERALLY LOCATED ON THE  
SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 534  
AND CYPRESS CREEK ROAD (FM 1341); FROM AN  
AGRICULTURE ZONING DISTRICT (AG) TO A MULTIFAMILY  
ZONING DISTRICT (R-3); AND PROVIDING OTHER MATTERS  
RELATING TO THE SUBJECT**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, the City of Kerrville, Texas (City) gave notice to all parties in interest and citizens by publication in the official newspaper for the City, and otherwise, of a hearing held before the City Council on October 8, 2024, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for a property generally located on the southeast corner of the intersection of Loop 534 (Veterans Highway) and Cypress Creek Rd. (FM 1341) and comprising approximately 7.83 acres; such change to result in the removal of the property from an Agriculture Zoning (AG) to placement within a Multifamily Zoning District (R-3); and

**WHEREAS**, on October 8, 2024, City Council held a public hearing on this zoning change pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

**SECTION ONE.** City Council amends the Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas (Zoning Code), and the *Official Zoning Map* to designate the following described property as zoned within a Multifamily Zoning District (R-3):

**Legal Description:** Being a 7.83 acre tract of land out of a 20.91 acre tract of land; said property generally located on the southeast corner of Loop 534 (Veterans Hwy) and Cypress Creek Rd. (FM 1341) and as more specifically described and depicted at **Exhibit A**, as attached (the Property).

**SECTION TWO.** The City Manager is directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein for the Property and to take other actions contemplated by and in accordance with the 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.** The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

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

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

PASSED AND APPROVED ON FIRST READING, this the 08 day of OCTOBER, A.D., 2024.

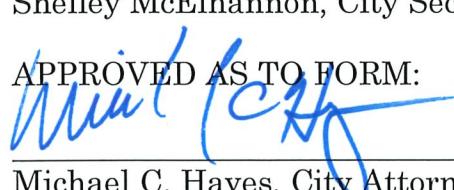
PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ of \_\_\_\_\_, A.D., 2024.

ATTEST:

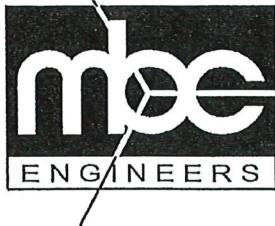
Joe Herring, Jr., Mayor

\_\_\_\_\_  
Shelley McElhannon, City Secretary

\_\_\_\_\_  
APPROVED AS TO FORM:

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

# **EXHIBIT A**



**METES AND BOUNDS DESCRIPTION  
TO ACCOMPANY ZONING EXHIBIT**

BEING A 7.829 ACRE (341,026 SQUARE FOOT) TRACT OF LAND, SITUATED IN KERR COUNTY, TEXAS, AND SAID 7.829 ACRE TRACT BEING OUT OF A CALLED 20.91 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 24-02372, OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND SAID 7.829 ACRES BEING A PORTION OF TRACT "B" (256.67 ACRES) AS DESCRIBED IN ORDINANCE NO. 80-33, CITY OF KERRVILLE, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a Concrete monument Found at the intersection of the Easterly Right-of-Way line of State Highway Loop 534 (Veterans Highway) with the Southerly Right-of-Way line of F.M. Highway 1341 (Cypress Creek Road) and marking the Northwestern most corner of said 20.91 Acre Tract;

**THENCE S 81° 50' 18" E** a distance of 176.29 feet, along and with the F.M. Highway 1341 (Cypress Creek Road), to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" Found;

**THENCE S 83° 54' 11" E** a distance of 2.59 feet continuing along and with the South Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Road), to a point;

**THENCE S 40° 26' 50" E** a distance of 641.88 feet, departing the South Right-of-Way line of said F.M. Highway 1341 (Cypress Creek Road) into and across said 20.91 Acre Tract to a point;

**THENCE S 54° 11' 08" E** a distance of 299.22 feet, to a point;

**THENCE S 45° 16' 59" E** a distance of 263.04 feet, to a point;

**THENCE S 29° 37' 53" E** a distance of 370.74 feet, to a point on the Northwest line of a called 138.82 Acre Tract as described in Document number 22-04041 of the Official Public Records of Kerr County, Texas;

**THENCE S 29° 40' 17" W** a distance of 298.05 feet, along and with the Northwest line of said 138.82 Acre Tract, to a 1/2-Inch Iron Rod with cap stamped "Rothe & Associates" Found on the Easterly Right-of-Way line of said State Highway Loop 534 and marking the Southeastern most corner of said 20.91 Acre Tract;

**THENCE** along and with the Northeasterly Right-of-Way line of said State Highway Loop 534 (Veterans Highway) the following courses and distances;

N 10° 56' 34" W a distance of 175.67 feet to a Concrete Monument Found;

N 29° 37' 53" W a distance of 329.00 feet to a Concrete Monument Found;

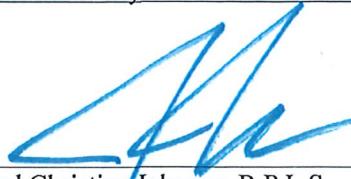
N 45° 16' 59" W a distance of 219.98 feet to a Concrete Monument Found;

N 54° 11' 08" W a distance of 307.74 feet to a Concrete Monument Found;

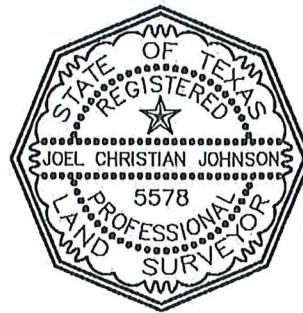
N 40° 26' 50" W a distance of 686.08 feet to a Concrete Monument Found;

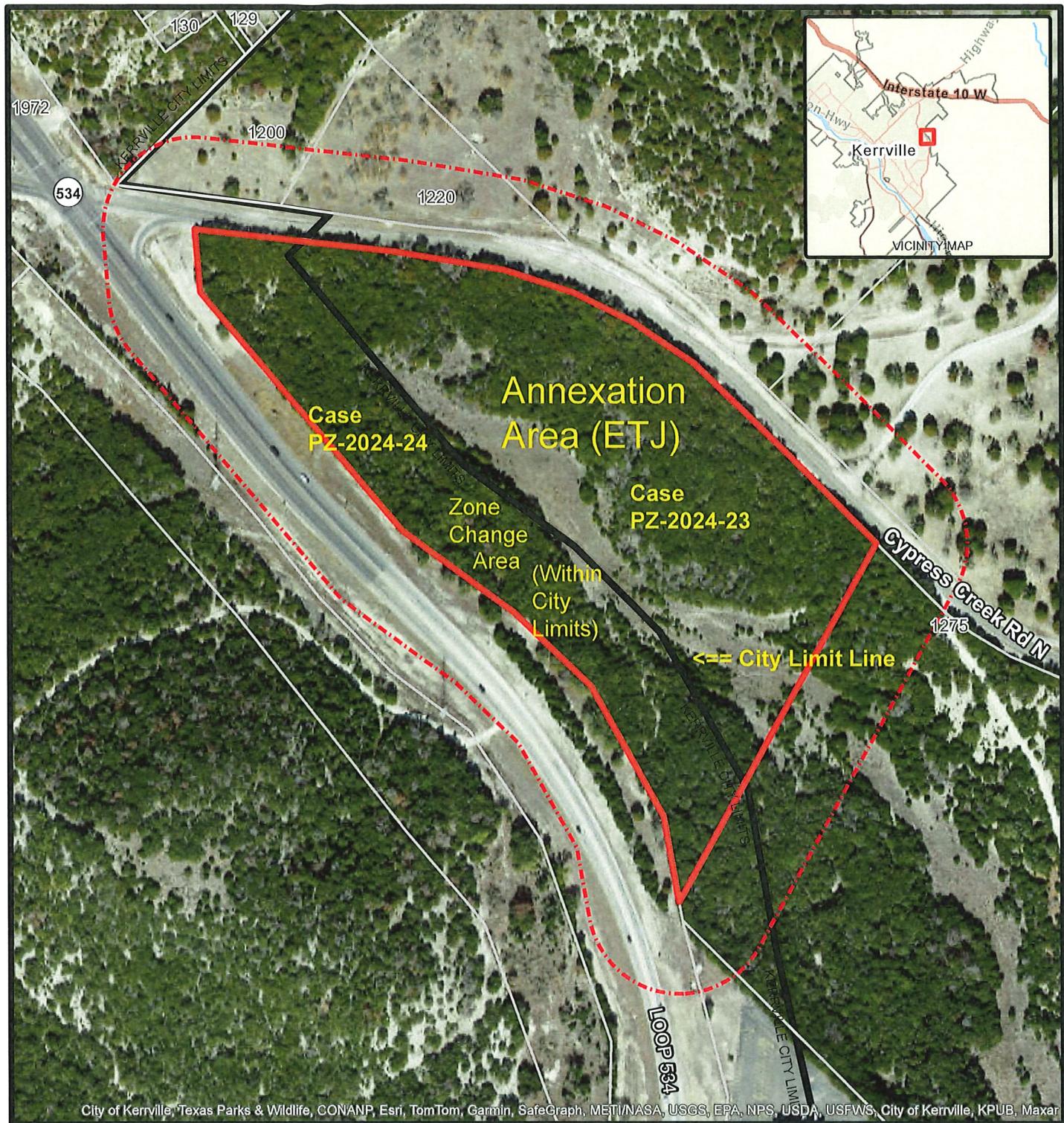
THENCE N 04° 50' 29" W a distance of 140.25 feet, to the **POINT OF BEGINNING** and containing 7.829 Acres (341,026 square foot) more or less as surveyed by Macina, Bose, Copeland and Associates.

Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.



Joel Christian Johnson, R.P.L.S.  
TBPLS Firm Registration 10011700  
Date: June 26, 2024  
Job No. 33636-Kerr





## Location Map - Zone Change

Case # PZ-2024-24

**Location:**

NE Corner of Loop 534 and Cypress Creek Road

## Legend

-  Subject Properties
-  200 Feet Notification Area

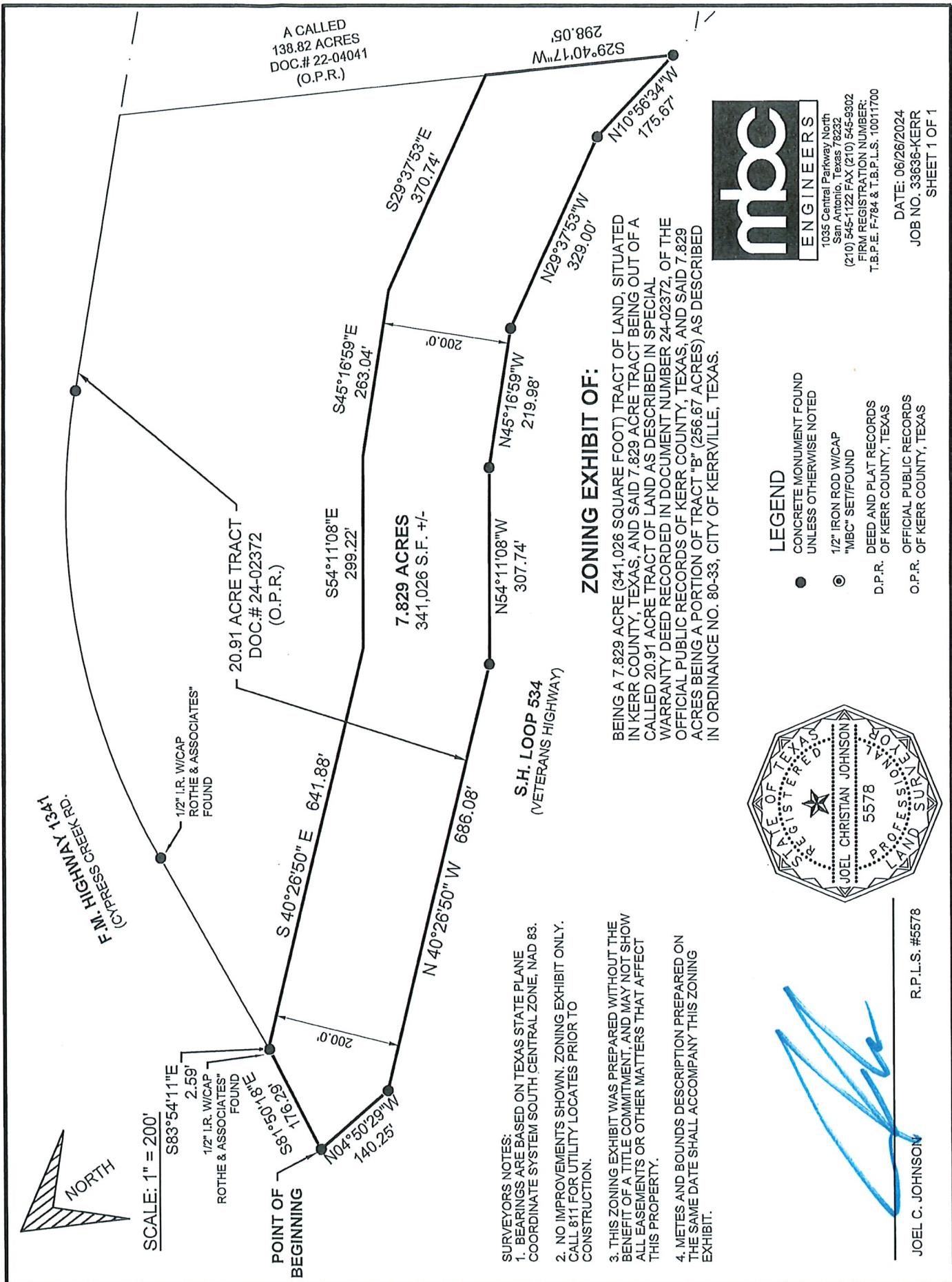


A horizontal scale bar with tick marks at 0, 100, 200, and 400. A white line segment is positioned between the 0 and 100 marks.

0 100 200 400

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.



**SURVEYORS NOTES:**  
1. BEARINGS ARE BASED ON COORDINATE SYSTEM  
2. NO IMPROVEMENTS  
CALL 811 FOR UTILITY LOCATIONS

3. THIS ZONING EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS THAT AFFECT THIS PROPERTY.

4. METES AND BOUNDS DESCRIPTION PREPARED ON THE SAME DATE SHALL ACCOMPANY THIS ZONING EXHIBIT.

III  
ENGINEERS

ENGINEERS

1033 Central Parkway North  
San Antonio, Texas 78232  
(210) 545-1122 FAX (210) 545-9302  
**FIRM REGISTRATION NUMBER:**  
T.B.P.E. F-784 & T.B.P.L.S. 10011700

DATE: 06/26/2024  
JOB NO. 336336-KERR  
SHEET 1 OF 1

**LEGEND**  
CONCRETE MON.  
UNLESS OTHER

BEING A 7.829 ACRE (341,026 SQUARE FOOT) TRACT OF LAND, SITUATED IN KERR COUNTY, TEXAS, AND SAID 7.829 ACRE TRACT BEING OUT OF A CALLED 20.91 ACRE TRACT OF LAND AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 24-02372, OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS, AND SAID 7.829 ACRES BEING A PORTION OF TRACT "B" (256.67 ACRES) AS DESCRIBED IN ORDINANCE NO. 80-33, CITY OF KERRVILLE, TEXAS.

ZONING EXHIBIT OF:

**S.H. LOOP 534**  
**(VETERANS HIGHWAY)**

SURVEYORS NOTES:  
1. BEARINGS ARE BASED ON TEXAS STATE PLANE  
COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD  
2. NO IMPROVEMENTS SHOWN. ZONING EXHIBIT ON  
CALL 811 FOR UTILITY LOCATES PRIOR TO

3. THIS ZONING EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY NOT SHOW ALL EASEMENTS OR OTHER MATTERS THAT AFFECT THIS PROPERTY CONSTRUCTION.

4. METES AND BOUNDS DESCRIPTION PREPARED ON  
THE SAME DATE SHALL ACCOMPANY THIS ZONING  
EXHIBIT.

**LEGEND**

CONCRETE MONUMENT FOUND  
UNLESS OTHERWISE NOTED

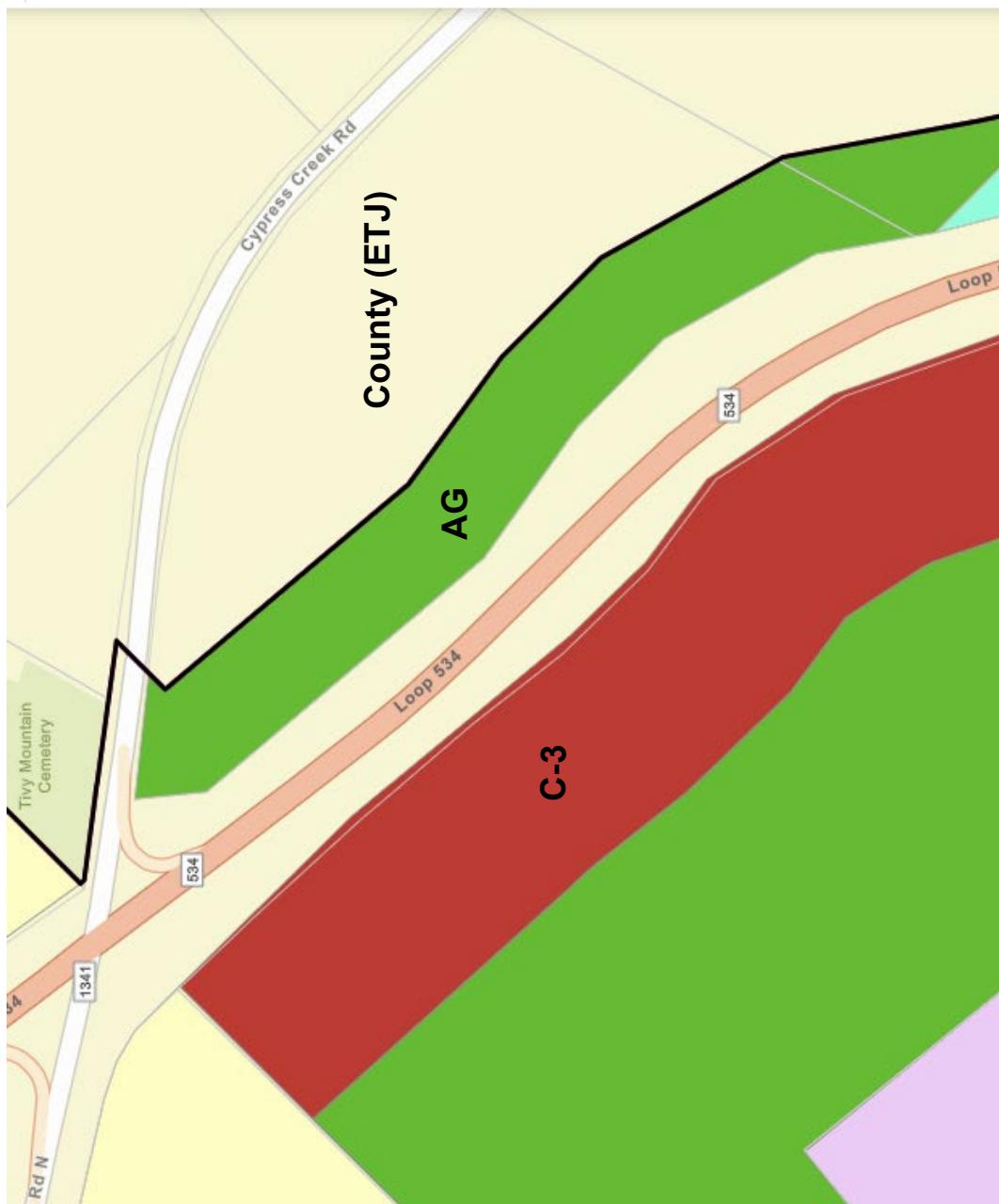
● 112" IRON ROD W/CAP  
◎ "MBC" SET/FOUND

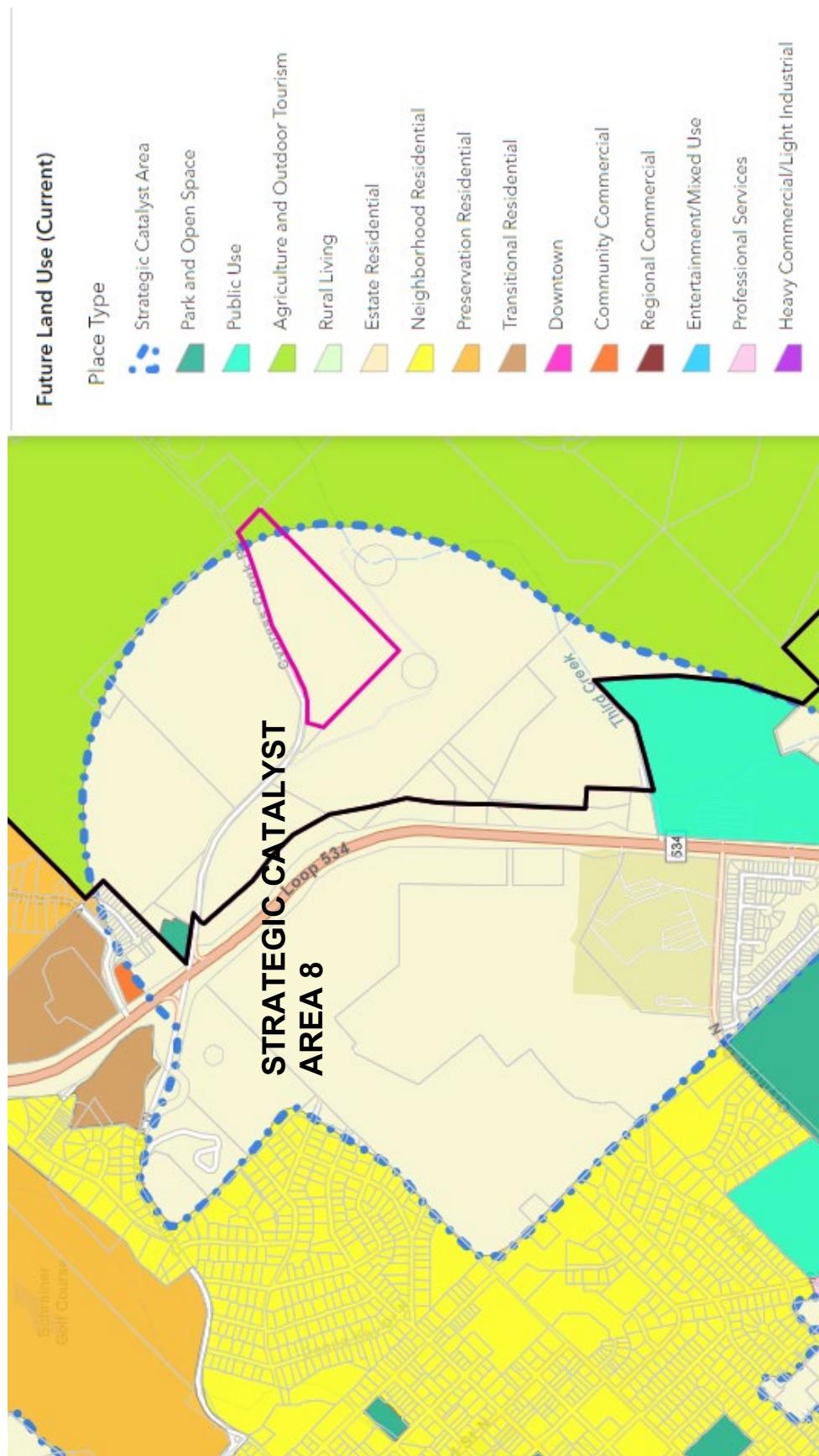
DEED AND PLAT RECORDS  
D.P.R. OF KERR COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS  
O.P.R. OF KERR COUNTY, TEXAS

**Zoning District (Current)**

- RE Estate Residential
- R-1 Single-Family Residential
- R-1A Single-Family Residential with Accessory Dwelling Unit
- R-2 Medium Density Residential
- R-3 Multifamily Residential
- RM Residential Mix
- RT Residential Transition
- C-1 Neighborhood Commercial
- C-2 Light Commercial
- C-3 General Commercial
- IM Industrial and Manufacturing
- DAC Downtown Arts and Culture
- MU Mixed Use
- PD Planned Development
- PI Public and Institutional
- AD Airport
- AG Agriculture
- DC Downtown Core







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

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**CAPTION:** Ordinance No. 2024-27, second reading. An Ordinance amending Ordinance Nos. 2001-23 and 2016-05, which created and later amended, respectively, a Planned Development District (PDD) pursuant to the City's Zoning Code; by changing the zoning of Lot 1, Block 2, Kerrville Airport Commerce Park Phase 1, a Subdivision within the City of Kerrville, Texas; the property more commonly known as 101 Airport Commerce Parkway; from being part of the PDD to a Light Commercial (C-2) Zoning District; ordering publication; and providing other matters relating to the subject. (*D Paxton, Director of Planning and Development*) **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/10/2024

**SUBMITTED BY:** Drew Paxton, Director of Planning and Development

**EXHIBITS:**

1. 20241022\_Ord 2024-27 ZoneC2 101 Airport Commerce Prkwy 2nd
2. 20241008\_Current\_Zoning 101 Airport Commerce Park
3. 20241008\_Future\_Land\_Use 101 Airport Commerce Park

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

No

**Key Priority Area:**

**SUMMARY:**

**Proposal:** An Ordinance to change the zoning from Planned Development District, PD 16-05 to C-2 Light Commercial on approximately 2.41 acres, more commonly known as 101 Airport Commerce Parkway.

The applicant would like to change the zoning from PD to C-2 to allow more flexibility for future development, in particular, the possibility of accessing this property directly from Hwy 27 should it be permitted by TxDOT. As currently permitted through the PD this property is only accessible off of Airport Commerce Parkway. The requested change to C-2 could also be considered a downsizing since the original PD permitted several uses that are only permitted in C-3, and IM zoning districts. Based on the existing PD permitted uses, surroundings uses, and future land use designations, the request

seems reasonable.

Given the proximity to the airport, it is crucial to highlight that the new development must adhere to the outdoor lighting ordinance (dark sky lighting) and any height hazard restrictions. Compliance with these regulations will help address any concerns related to the development's location near the airport.

**Procedural Requirements:** The City, in accordance with state law, mailed 8 letters on 8/22/2024 to adjacent property owners. The City published a similar notice in the Hill Country Community Journal on 8/14/2024. In addition, a public hearing notification sign was posted on the property frontage on 8/23/2024. At the time of drafting this agenda bill, no public comment had been received.

**Staff Analysis and Recommendation:**

**Consistency with the Kerrville 2025 Comprehensive Plan:** The property is located within Strategic Catalyst Area 11 (SCA 11) characterized by the Kerrville Municipal Airport and Hwy 27. Future growth will capitalize on the airport and its industrial space while keeping a careful eye on the effect of these activities on nearby neighborhoods. Allowable place types in this location include Heavy Commercial and Light Industrial. SCA 11 appears to support the requested zoning change since the change still include commercial uses. As such, this request is consistent with the goals of the Future Land Use Plan of the Kerrville 2050 Comprehensive Plan.

**Adjacent Zoning and Land Uses:**

**Subject Property**

Current Zoning: PD 16-05, Planned Development District

Existing Land Uses: Vacant

**Direction: North**

Current Zoning: AD Airport District

Existing Land: Hwy 27, Airport and Commercial Businesses

**Direction: South**

Current Zoning: PD 16-05, Planned Development District

Existing Land: Fox Tank Company

**Direction: West**

Current Zoning: IM Industrial & Manufacturing

Existing Land: Killdeer Mountain Manufacturing

**Direction: East**

Current Zoning: PD 16-05, Planned Development District

Existing Land: Vacant

**Thoroughfare Plan:** There is no impact to the thoroughfare system since the land use will likely be less intensive than originally planned.

**Traffic Impact:** If site access is granted to future development by TxDOT directly from Hwy 27, TxDOT will most likely request a traffic Impact Analysis (TIA). Any recommendations resulting from the TIA will need to be implemented by the developer and should mitigate any traffic impact concerns.

**Parking:** Any future development will need to meet current off-street parking requirements.

**Recommendation:** Based on consistency with the Kerrville 2050 Comprehensive Plan and the fact that the requested zoning change fits within the parameters of the existing PD, staff recommends the case for approval.

On September 5th, the Planning and Zoning Commission recommended approval with a unanimous vote.

On October 08, 2024, City Council unanimously approved Ordinance No. 2024-27 on first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-27 on second reading.

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2024-27**

**AN ORDINANCE AMENDING ORDINANCE NOS. 2001-23 AND 2016-05, WHICH CREATED AND LATER AMENDED, RESPECTIVELY, A PLANNED DEVELOPMENT DISTRICT (PDD) PURSUANT TO THE CITY'S ZONING CODE; BY CHANGING THE ZONING OF LOT 1, BLOCK 2, KERRVILLE AIRPORT COMMERCE PARK PHASE 1, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, TEXAS; THE PROPERTY MORE COMMONLY KNOWN AS 101 AIRPORT COMMERCE PARKWAY; FROM BEING PART OF THE PDD TO A LIGHT COMMERCIAL (C-2) ZONING DISTRICT; ORDERING PUBLICATION; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT**

**WHEREAS**, pursuant to Texas Local Government Code Sections 211.006 and 211.007, the City of Kerrville, Texas (City) gave notice to all parties in interest and citizens by publication in the official newspaper for the City, and otherwise, of a hearing held before the City Council on October 8, 2024, 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 the property known as 101 Airport Commerce Parkway, specifically Lot 1, Block 2, Kerrville Airport Commerce Park Phase 1; such change to result in the removal of this property from a Planned Development District (PDD), as established by Ordinance No. 2001-03 and later amended by Ordinance No. 2016-05, to placement within a Light Commercial Zoning District (C-2); and

**WHEREAS**, on October 8, 2024, City Council held a public hearing on the zoning change referenced above pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

**SECTION ONE.** City Council amends the Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances of the City of Kerrville, Texas, and the *Official Zoning Map* and Ordinance Nos. 2001-03 and 2016-05, to designate the following described property zoned as a Light Commercial Zoning District (C-2):

**Legal Description:** All that certain tract or parcel of land, making up approximately 2.41 acres; lying and being situated within the City of Kerrville, Texas, and being Lot 1, Block 2, Kerrville Airport Commerce Park Phase 1, a subdivision of Kerr County, Texas; more particularly depicted at **Exhibit A**, as attached (the Property).

**Address:** 101 Airport Commerce Parkway, Kerrville, Texas 78028.

**SECTION TWO.** The City Manager shall 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 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, to include Ordinance Nos. 2001-03 and 2016-05, are expressly repealed to the extent of any such inconsistency or conflict as to the Property.

**SECTION FOUR.** The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

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

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

PASSED AND APPROVED ON FIRST READING, this the 08 day of October, A.D., 2024.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

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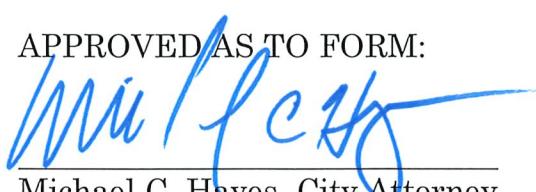
Joe Herring, Jr., Mayor

ATTEST:

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Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



City of Kerrville, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA, USFWS, City of Kerrville, KPUB, Maxar, Microsoft

## Location Map

Case # PZ-2024-25

**Location:**

101 Airport Commerce Pkwy E

### Legend

- Subject Properties
- 200 Feet Notification Area



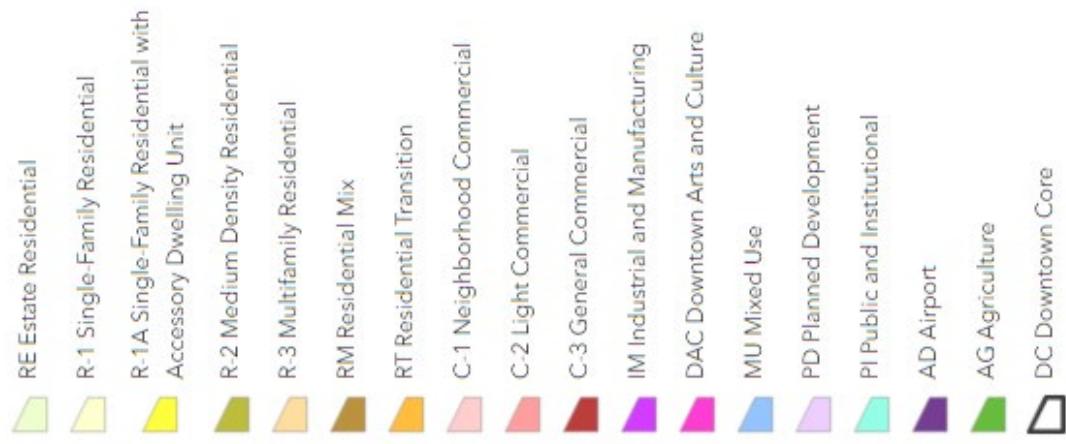
08/05/2024

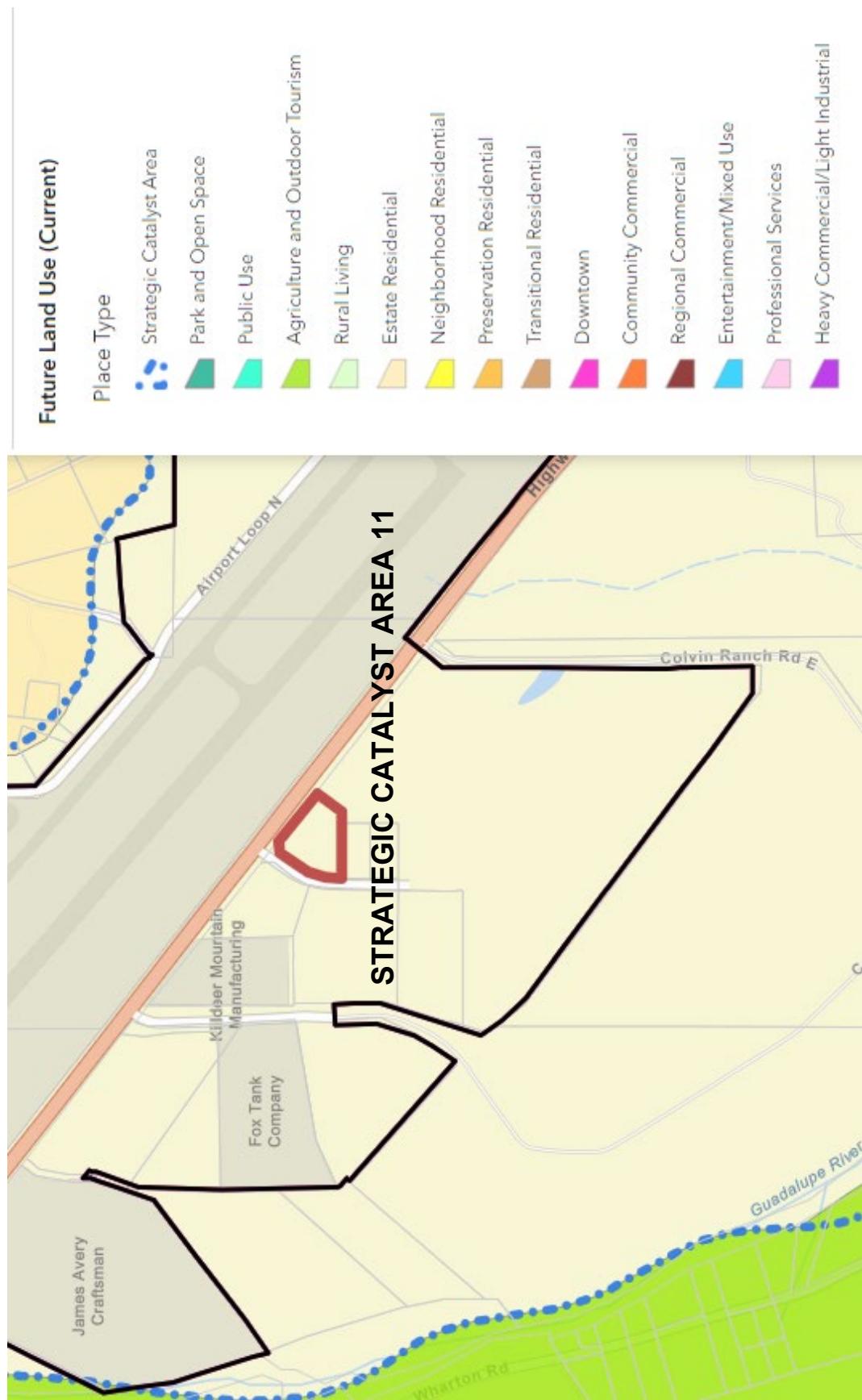
0 75 150 300

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.

### Zoning District (Current)







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

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**CAPTION:** Ordinance No. 2024-28, second reading. An Ordinance approving a project and financing plan for Tax Increment Reinvestment Zone Number Two, City of Kerrville, Texas; making findings related to such plan; providing for severability; and providing an effective date. *(M Hornes, Assistant City Manager; J Behrens, Director of Finance)* **THIS ORDINANCE WAS UNANIMOUSLY APPROVED ON FIRST READING 10/08/2024.**

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/09/2024

**SUBMITTED BY:** JULIE BEHRENS, Director of Finance

**EXHIBITS:**

1. 20241022\_Ord 2024-28 TIRZ2 Windridge 2nd

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**Expenditure:**

**Account Number:**

**Payment to/Vendor name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

H – Housing

**SUMMARY:**

City Council adopted Ordinance #2023-30 creating TIRZ #2 (Windridge TIRZ) on 11-14-2023. Windridge TIRZ is geographically located on approximately 100 acres north of Olympic Drive behind Peterson Middle School. Windridge TIRZ was created to partially reimburse Lennar Homes for infrastructure costs involved in the process of developing the land for the construction of 490 single family residences. Council approved a development agreement with Lennar Homes, via Contract #2024-15, on 12-11-2023. The Windridge TIRZ Board met on 9-4-2024 and approved the final project and financing plan. City Council is being asked to consider this plan for approval. If approved, City staff will move forward with finalizing the TIRZ zone with the Comptroller. On October 08, 2024, City Council unanimously approved Ordinance No. 2024-28 first reading.

**RECOMMENDED ACTION:**

Approve Ordinance No. 2024-28, second reading for final project & financing plan for TIRZ 2 (Windridge TIRZ).

**CITY OF KERRVILLE, TEXAS  
ORDINANCE NO. 2024-28**

**AN ORDINANCE APPROVING A PROJECT AND  
FINANCING PLAN FOR TAX INCREMENT  
REINVESTMENT ZONE NUMBER TWO, CITY OF  
KERRVILLE, TEXAS; MAKING 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. 2023-30, adopted by the City Council of the City of Kerrville, Texas (the City) on November 14, 2024, the City created Tax Increment Reinvestment Zone Number Two, City of Kerrville, Texas (the Zone); and

**WHEREAS**, on September 4, 2024, the board of directors of the Zone (the Board) adopted a Project and Financing Plan for the Zone, attached as **Exhibit A**, 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.** The City 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 311.011(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 City approves the Plan.

**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 the 08 day of OCTOBER A.D., 2024.

PASSED AND APPROVED ON SECOND READING, this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

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Joe Herring, Jr., Mayor

APPROVED AS TO FORM:



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Michael C. Hayes, City Attorney

ATTEST:

---

Shelley McElhannon, City Secretary

## **EXHIBIT A**

**CITY OF KERRVILLE, TEXAS**  
**TAX INCREMENT REINVESTMENT ZONE TWO**  
**PROJECT & FINANCING PLAN**

**Participation Levels:**  
**City of Kerrville: 100%**

## **Introduction**

The City of Kerrville Tax Increment Reinvestment Zone Two (TIRZ #2) encompasses approximately 100.36 acres generally located along Loop 534 north of Olympic Drive and adjacent to Hal Peterson Middle School. The goal of the development of TIRZ #2 is to allow for partial reimbursement to a developer, Lennar Homes, for public infrastructure costs related to a new housing development focused on the construction of attainable housing. The new development will help satisfy a housing shortage in the City and support Kerrville 2050, the City's Comprehensive Plan, adopted by City Council in 2019. Workforce housing shortages are causing labor deficits to businesses in the City, especially in area schools, hospitals, and public safety departments. Because of the cost of infrastructure related to the project, without the TIRZ, this project would not be developed in a way to have near-term impact on the housing shortage. TIRZ #2 has a term of 30 years beginning January 1, 2024 and ending January 1, 2054.

## **Project Overview**

TIRZ #2 will provide financing through increment (above the base year) collected from the Maintenance & Operations (M&O) portion of property tax collected from homes developed within the zone in accordance with both Ordinance 2023-30 and Development Agreement 2024-15. Increment will be used to repay the developer for infrastructure costs incurred during project development. Lennar Homes is expected to incur expenses in an approximate amount of \$32,803,576 related to infrastructure development required to implement the project plan. The project will include construction of 490 homes over the course of eight years to be priced between 80% and 120% of the Area Median Family Income (AMFI) within Kerr County, Texas, as annually established by the Texas Department of Housing and Community Affairs (TDHCA) Home Program. No persons will be displaced as a result of the implementation of this plan. Zoning changes were made to this property, which is currently unimproved, by Ordinance 2023-29, in the following ways:

- Annexing the portion of the property outside of the City of Kerrville city limits into the City
- Changing a portion of the property from an Agricultural District and Public and Institutional District to a Planned Development District allowing for residential use
- Changing a portion of the property from an Agricultural District and Public and Institutional District to a General Commercial District
- This project was presented to and approved by City Council as follows:

### **Ordinance #2023-29**

Public Hearing and First Reading:	October 10, 2023
Final Approval and Second Reading:	November 14, 2023

### **Ordinance # 2023-30:**

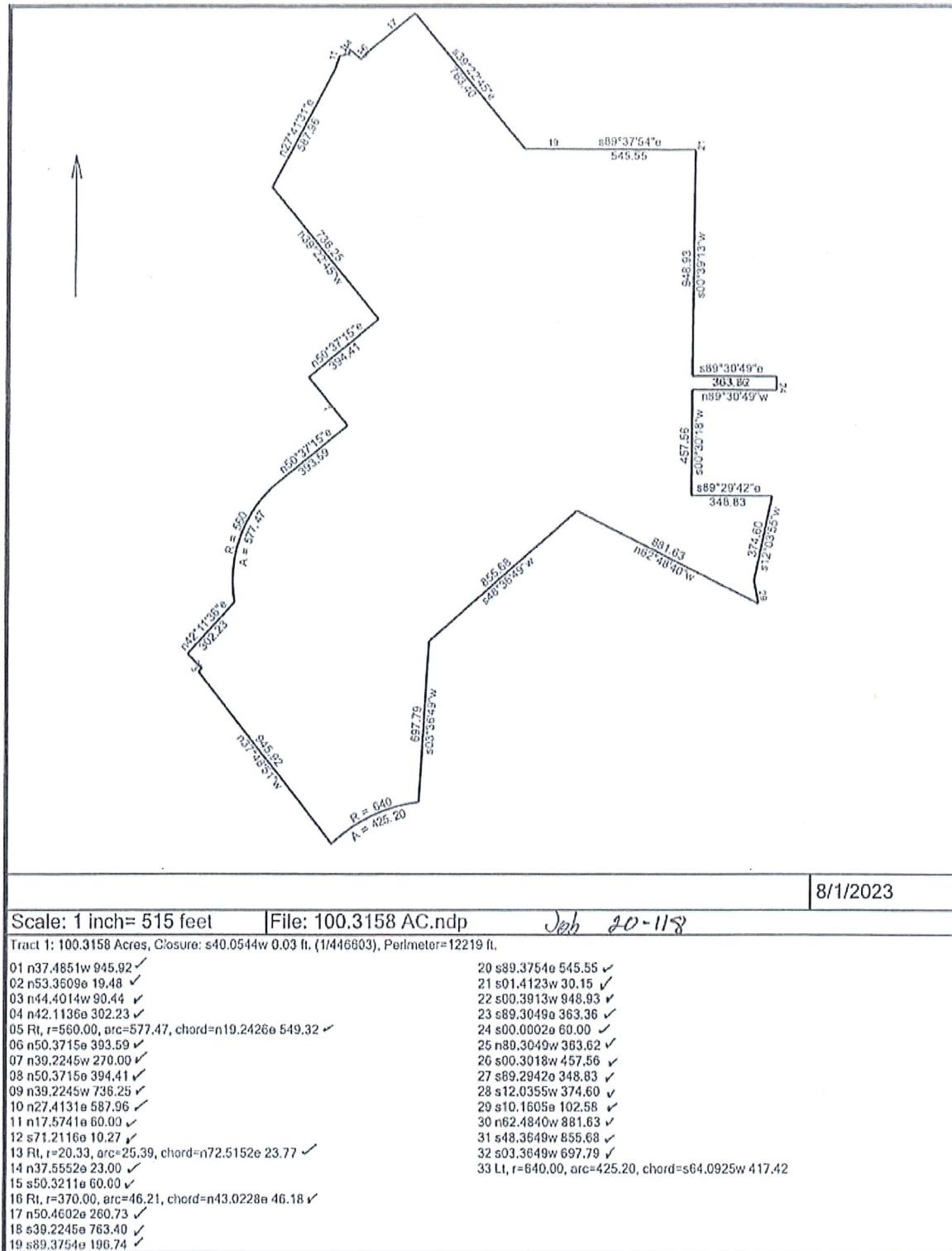
Public Hearing and First Reading:	October 10, 2023
Final Approval and Second Reading:	November 14, 2023

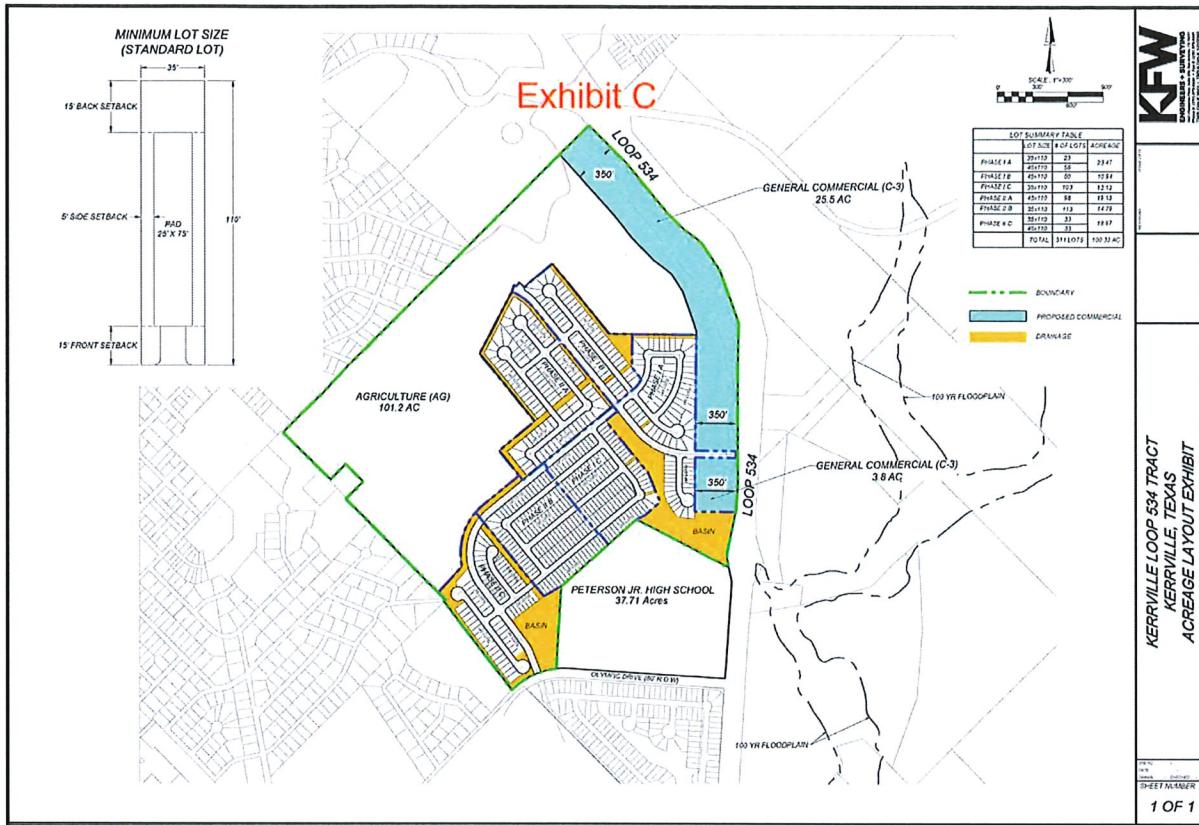
### **Development Agreement #2024-15:**

Approval:	January 23, 2024
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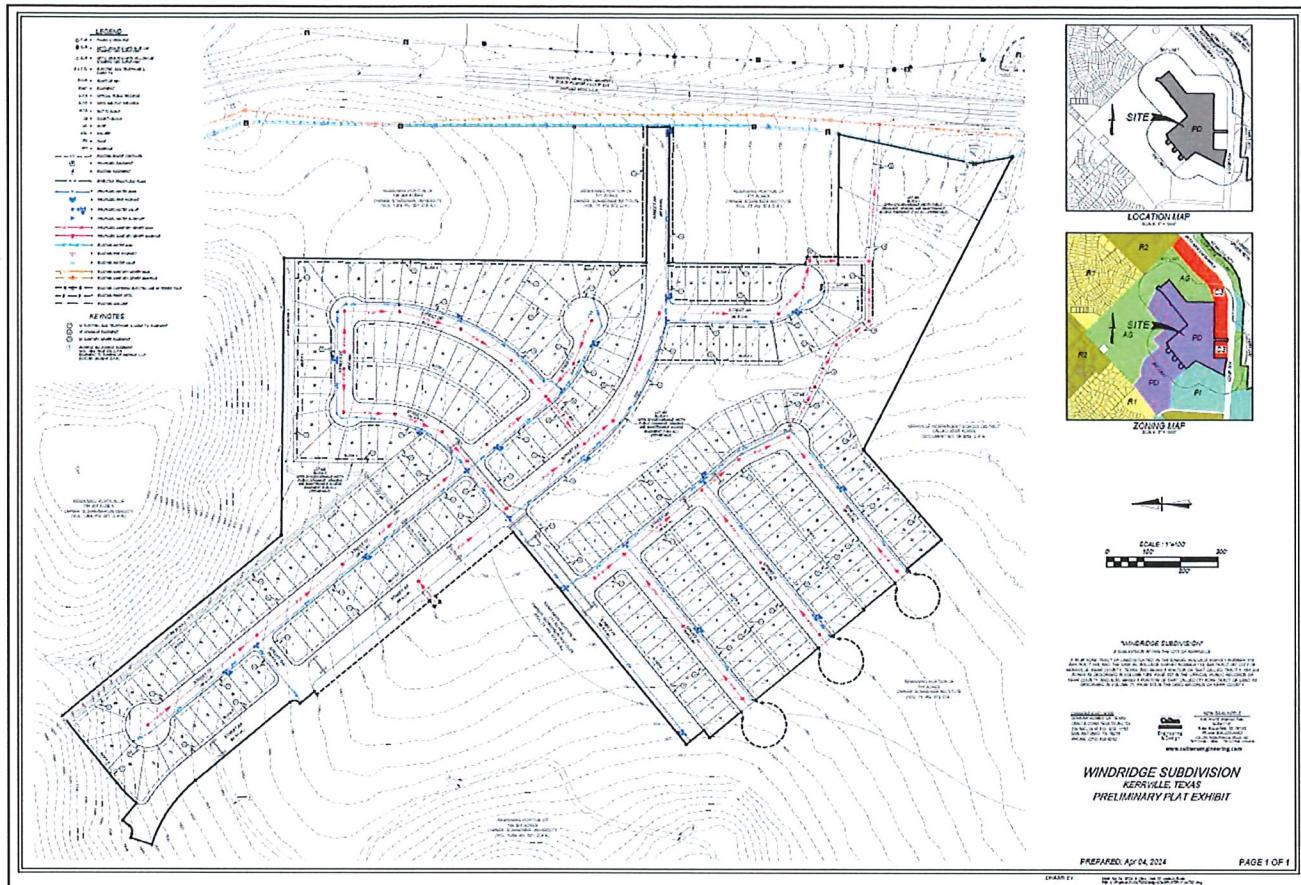
## PROJECT MAPS

## Exhibit B





## Preliminary Platt



## Windridge Subdivision Preliminary Plat Conditions of Approval

Conditions, per City Code, to be completed prior to submitting Civil Construction Plans:

- Approval of Adequate Facilities Plan
  - o Extend sewer and water to AG zoned property.
  - o Extend sewer in Street AA to serve future development.
  - o Extend water in Street AA to serve future development and to provide a loop for Street CC.
  - o Consider delaying construction of northern end of Street AA until needed for future development and install barricades at the intersection.
- Coordination with Fire to address the following:
  - o Accesses proposed for Street GG and Street FF need to meet the following:
    - D107.2 Remoteness
    - D107.1 Two separate fire apparatus access roads.

Conditions to be completed prior to submitting Final Plat:

- Approval of Civil Construction Plans

Conditions to be completed prior to recording Final Plat:

- Approval of Final Plat through P&Z
- Completion and approval of all civil construction improvements
- Payment of Parkland Dedication Fee

Conditions to be completed prior to submitting for Building Permits:

- Assignment of addresses for each single-family residential lot
- Recording of the Final Plat
- Completion and approval of all civil construction improvements related to fire safety
- Completion and operation of the Travis Booster Station

## **TIRZ Board**

A board of directors for the Zone shall consist of seven (7) members. Lennar Homes selected each of the members and submitted names to City Council. City Council appointed Lennar's selections to the Board were approved by City Council on January 23, 2024. The Board shall make recommendations to City Council concerning the administration, management, and operation of the zone. The Board shall prepare and adopt a project plan and a financing plan for the zone and present plans to City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. The Board is not authorized to issue bonds, impose taxes or fees, exercise power of eminent domain or give final approval to project of finance plans of the zone. The Board must also act in accordance with applicable ordinances and agreements approved by City Council for the zone.

## **Plan of Finance**

The tax year 2024 will be used to establish the base value of the TIRZ. The estimated appraised value of the TIRZ #2 is \$943,905. Official value will be updated once determined by Kerr Center Appraisal District upon completion of property division. Net Taxable Value will be considered the Base Value. Projected captured values that would be taxed to produce revenues to pay for the TIRZ expenses commenced the City's fiscal year 2024 with collections commencing in tax year 2024 (fiscal year 2025) in accordance with the City Council approved development agreement 2024-15 with Lennar Homes. Collections from the maintenance and operations (M&O) portion of property tax received from the defined geographical area will be deposited to the following funds as prescribed by Ordinance 2023-30:

City of Kerrville General Fund: 40%  
City of Kerrville TIRZ #2 Fund: 60%

The City of Kerrville TIRZ Board may only use the City of Kerrville (City) contribution to the TIRZ Fund to pay expenditures to reimburse the developer for infrastructure costs incurred as provided within development agreement 2024-15. The developer (Lennar Homes) is entitled to reimbursement up to a maximum of \$27,803,576. Payment to the developer will be reimbursed at a rate of 60% of increment collected above the base year. The City will retain 40% in the general fund.

The TIRZ collections for this project shall begin on January 1, 2024 and shall not extend beyond January 1, 2054. The City of Kerrville is the only participating taxing entity and, as such, is participating at 100%. Pursuant to Chapter 311.012, of the Texas Tax Code, TIRZ #2 is determined to be economically feasible.

## ADDITION OF PROPERTY TAX VALUATION PROVIDED BY DEVELOPER

### Development Assumptions Provided by Developer

### Detail

Tax Year	Single Family					Value of Homes	Projected Total Values	Cummulative Total Values	Fiscal Year
	2.5 du/acre	Number of Homes	3.5 du/acre	Value of Homes	4.5 du/acre				
2024	-	-	-	-	-	-	-	-	2025
2025	-	72	-	285,000	-	95%	-	19,494,000	19,494,000
2026	-	72	-	285,000	-	95%	-	19,494,000	38,988,000
2027	-	72	-	285,000	-	95%	-	19,494,000	58,482,000
2028	-	72	-	285,000	-	95%	-	19,494,000	77,976,000
2029	-	72	-	285,000	-	95%	-	19,494,000	97,470,000
2030	-	72	-	285,000	-	95%	-	19,494,000	116,964,000
2031	-	72	-	285,000	-	95%	-	19,494,000	136,458,000
2032	-	46	-	285,000	-	95%	-	12,454,500	148,912,500
2033	-	-	-	-	-	-	-	-	2034
2034	-	-	-	-	-	-	-	-	2035
2035	-	-	-	-	-	-	-	-	2036
2036	-	-	-	-	-	-	-	-	2037
2037	-	-	-	-	-	-	-	-	2038
2038	-	-	-	-	-	-	-	-	2039
2039	-	-	-	-	-	-	-	-	2040
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2046	-	-	-	-	-	-	-	-	2047
2047	-	-	-	-	-	-	-	-	2048
2048	-	-	-	-	-	-	-	-	2049
2049	-	-	-	-	-	-	-	-	2050
2050	-	-	-	-	-	-	-	-	2051
2051	-	-	-	-	-	-	-	-	2052

550

\$ 148,912,500

### Other Assumptions

City M&O Tax Rate (2024)

\$ 0.4185

County M&O Tax Rate (2023)

\$ -

### Allocations of City Tax Rate on Incremental Values

City

**40%**

Developer

**60%**

### Allocations of County Tax Rate on Incremental Values

County

**0%**

Developer

**0%**

### Ad Valorem Tax Collections

**98.5%**

### Home Value Applied to TAV

**95%**

### Home Value Escalator

**1.00%**

## PROJECTED REVENUES BASED ON ESTIMATED VALUATION

FISCAL YEAR	PROJECTED CUMMULATIVE TAXABLE ASSESSED VALUE			INCREMENTAL GROWTH IN ASSESSED VALUE	PROJECTED ANNUAL CITY REVENUE 40%	PROJECTED ANNUAL REBATE TO DEVELOPER 60%	TOTAL PROJECTED REVENUE
			GROWTH RATE				
2025	-	-	-	-	-	-	-
2026	19,494,000			19,494,000	32,143	48,215	80,359
2027	39,182,940	101%		19,688,940	64,608	96,913	161,521
2028	59,068,769	51%		19,885,829	97,398	146,097	243,495
2029	79,153,457	34%		20,084,688	130,515	195,773	326,288
2030	99,438,992	26%		20,285,535	163,964	245,946	409,910
2031	119,927,382	21%		20,488,390	197,747	296,621	494,368
2032	140,620,655	17%		20,693,274	231,868	347,802	579,670
2033	154,481,362	10%		13,860,707	254,723	382,084	636,807
2034	156,026,176	1%		1,544,814	257,270	385,905	643,175
2035	157,586,437	1%		1,560,262	259,843	389,764	649,607
2036	159,162,302	1%		1,575,864	262,441	393,662	656,103
2037	160,753,925	1%		1,591,623	265,066	397,598	662,664
2038	162,361,464	1%		1,607,539	267,716	401,574	669,290
2039	163,985,079	1%		1,623,615	270,393	405,590	675,983
2040	165,624,929	1%		1,639,851	273,097	409,646	682,743
2041	167,281,179	1%		1,656,249	275,828	413,742	689,571
2042	168,953,990	1%		1,672,812	278,587	417,880	696,466
2043	170,643,530	1%		1,689,540	281,372	422,059	703,431
2044	172,349,966	1%		1,706,435	284,186	426,279	710,465
2045	174,073,465	1%		1,723,500	287,028	430,542	717,570
2046	175,814,200	1%		1,740,735	289,898	434,847	724,746
2047	177,572,342	1%		1,758,142	292,797	439,196	731,993
2048	179,348,065	1%		1,775,723	295,725	443,588	739,313
2049	181,141,546	1%		1,793,481	298,682	448,024	746,706
2050	182,952,962	1%		1,811,415	301,669	452,504	754,173
2051	184,782,491	1%		1,829,530	304,686	457,029	761,715
2052	186,630,316	1%		1,847,825	307,733	461,599	769,332
2053	188,496,619	1%		1,866,303	310,810	466,215	777,025
2054	190,381,585	1%		1,884,966	313,918	470,877	784,796
<b>TOTAL</b>					<b>\$ 7,151,714</b>	<b>\$ 10,727,571</b>	<b>\$ 17,879,286</b>

### Footnotes

Taxable Assessed Values Provided by Developer  
Does not impact Debt Fund

## LOCATION OF PROPOSED PUBLIC INFRASTRUCTURE WITH ESTIMATED DEVELOPMENT COST PROVIDED BY DEVELOPER

### Windridge Opinion of Probable Cost (Phase 1A, 1B, 1C, 2A, 2B, & 2C)

Phase 1A OPC (Unit 1A)		Phase 1B OPC (Unit 1B)		Phase 1C OPC (Unit 1C)		Offsite OPC's	
Lots:	81	Lots:	50	Lots:	103	Improvements	Total Cost
Unit 1A Acreage	23.47	Unit 1B Acreage	10.94	Unit 1C Acreage	13.13	Street & Drainage	\$4,150,192.20
Improvements & Costs	<b>Total Cost</b>	Improvements & Costs	<b>Total Cost</b>	Improvements & Costs	<b>Total Cost</b>	Water	\$684,277.50
Clearing & Grading	\$564,186.32	Clearing & Grading	\$336,444.75	Clearing & Grading	\$661,740.36	Sewer	\$638,687.23
Street & Drainage	\$1,467,359.47	Street & Drainage	\$1,029,148.33	Street & Drainage	\$1,154,512.14	<b>Total Improvements</b>	<b>\$5,473,156.93</b>
Water	\$281,361.66	Water	\$183,703.84	Water	\$319,155.83	3% Mobilization	\$164,194.71
Sewer	\$378,930.18	Sewer	\$201,263.27	Sewer	\$420,347.54	10% Contingency	\$547,315.69
SWPPP	\$25,000.00	SWPPP	\$19,700.00	SWPPP	\$20,600.00	10% Eng. Cost	\$547,315.69
Platting Costs	\$4,480.00	Platting Costs	\$3,550.00	Platting Costs	\$5,140.00	<b>Total Offsite OPC</b>	<b>\$6,731,983.02</b>
Other Construction Costs	\$695,750.00	Other Construction Costs	\$425,500.00	Other Construction Costs	\$864,750.00		
<b>Total Improvements &amp; Costs</b>	<b>\$3,417,067.63</b>	<b>Total Improvements &amp; Costs</b>	<b>\$2,199,310.19</b>	<b>Total Improvements &amp; Costs</b>	<b>\$3,446,245.87</b>		
3% Mobilization	\$102,512.03	3% Mobilization	\$65,979.31	3% Mobilization	\$103,387.38		
1% Testing	\$34,170.68	1% Testing	\$21,993.10	1% Testing	\$34,462.46		
1% Geotech	\$34,170.68	1% Geotech	\$21,993.10	1% Geotech	\$34,462.46		
10% Contingency	\$341,706.76	10% Contingency	\$219,931.02	10% Contingency	\$344,624.59		
10% Eng. Cost	\$341,706.76	10% Eng. Cost	\$219,931.02	10% Eng. Cost	\$344,624.59		
<b>Total OPC for Unit 1A</b>	<b>\$4,271,334.54</b>	<b>Total OPC for Unit 1B</b>	<b>\$2,749,137.74</b>	<b>Total OPC for Unit 1C</b>	<b>\$4,307,807.34</b>		
Phase 2A OPC (Unit 2A)		Phase 2B OPC (Unit 2B)		Phase 2C OPC (Unit 2C)		Total Project Cost	
Lots:	98	Lots:	113	Lots:	66	Lots:	511
Unit 2A Acreage	19.13	Unit 2B Acreage	14.79	Unit 2C Acreage	18.87	Unit Acreage	100.33
Improvements & Costs	<b>Total Cost</b>						
Clearing & Grading	\$651,728.34	Clearing & Grading	\$727,303.68	Clearing & Grading	\$458,862.20	Clearing & Grading	\$3,400,265.65
Street & Drainage	\$2,092,655.41	Street & Drainage	\$1,084,641.94	Street & Drainage	\$2,279,015.64	Street & Drainage	\$13,257,525.13
Water	\$355,425.10	Water	\$294,278.61	Water	\$218,366.92	Water	\$2,336,569.46
Sewer	\$433,595.51	Sewer	\$444,675.74	Sewer	\$294,440.67	Sewer	\$2,811,941.14
SWPPP	\$38,350.00	SWPPP	\$23,550.00	SWPPP	\$35,550.00	SWPPP	\$162,750.00
Platting Costs	\$4,990.00	Platting Costs	\$5,440.00	Platting Costs	\$4,030.00	Platting Costs	\$27,630.00
Other Construction Costs	\$837,000.00	Other Construction Costs	\$940,750.00	Other Construction Costs	\$570,000.00	Other Construction Costs	\$4,333,750.00
<b>Total Improvements &amp; Costs</b>	<b>\$4,413,745.36</b>	<b>Total Improvements &amp; Costs</b>	<b>\$3,520,639.97</b>	<b>Total Improvements &amp; Costs</b>	<b>\$3,860,265.43</b>	<b>Total Improvements &amp; Costs</b>	<b>\$26,330,431.38</b>
3% Mobilization	\$132,412.36	3% Mobilization	\$105,619.20	3% Mobilization	\$115,807.96	3% Mobilization	\$789,912.94
1% Testing	\$44,137.45	1% Testing	\$35,206.40	1% Testing	\$38,602.65	Testing	\$208,572.74
1% Geotech	\$44,137.45	1% Geotech	\$35,206.40	1% Geotech	\$38,602.65	Geotech	\$208,572.74
10% Contingency	\$441,374.54	10% Contingency	\$352,064.00	10% Contingency	\$386,026.54	10% Contingency	\$2,633,043.14
10% Eng. Cost	\$441,374.54	10% Eng. Cost	\$352,064.00	10% Eng. Cost	\$386,026.54	10% Eng. Cost	\$2,633,043.14
<b>Total OPC for Unit 2A</b>	<b>\$5,517,181.70</b>	<b>Total OPC for Unit 2B</b>	<b>\$4,400,799.96</b>	<b>Total OPC for Unit 2C</b>	<b>\$4,825,331.79</b>	<b>Total Cost of Project</b>	<b>\$32,803,576.09</b>

### Conclusion

Workforce housing is an issue that the City has been heavily focused on in recent years and is outlined in the City's Comprehensive Plan. Workforce shortages continue to be attributed to a lack of attainable housing in the area. This project will provide one solution to this problem. Without the creation of the TIRZ and the financing allowed by the zone, this property would not create a solution to the workforce housing issue in the near-term. The TIRZ #2 is in compliance with Tax Code 311.008 by encouraging future residential development.



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

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**CAPTION:** Purchase of (3) police vehicles, and costs associated with upfitting the vehicles, in an amount not to exceed \$300,000. (*J Chapman, Procurement Coordinator*)

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/01/2024

**SUBMITTED BY:** Janelle Chapman, Procurement Coordinator

**EXHIBITS:**

1. Lake Country Chevrolet CITY OF KERRVILLE 24 TAH PPV 3
2. Dana Safety 547285-A (002)
3. Dana Safety 547287-A
4. Dana Safety Quote 546705-D
5. LCRA KerrvillePD\_1XI-200MobileRadio-MagnumAntennacoaxtnccfaceplate\_08.28.24
6. Stalker Quote\_2093614
7. Utility KPDICV134697
8. Tyler Kerrville TX - Quote - 1 replacement TC-78 with printer

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<b>Expenditure:</b>	\$296,094.96	<b>Amount Budgeted:</b>	\$300,000
<b>Account Number:</b>	18-1813-5200	<b>Account Balance:</b>	NA
<b>Payment to/Vendor name:</b>	Lake Country Chevrolet Applied Concepts Inc. dba Stalker Radar	Dana Safety & Supply Tyler Technologies Utility Associates Inc.	LCRA

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

F – Public Facilities/Services

**SUMMARY:**

The Kerrville Police Department requests to purchase (3) Chevrolet Tahoe's and equipment to make the vehicles ready for service. These vehicles are included in the FY2025 adopted budget. Because the cost of each vehicle exceeds \$50,000, City Council approval is required to proceed with the purchase. In conformance with Texas purchasing laws and the City's purchasing policy, quotes were obtained from vendors that participate in a purchasing cooperative.

Lake Country Chevrolet is a vendor with The Interlocal Purchasing System (TIPS) purchasing cooperative and has provided a quote for (3) 2024 Chevrolet Tahoe's. Each Tahoe is priced at \$52,063. The new Tahoe's are budgeted to replace units that are severely aged and experiencing significant mechanical issues. The City has a relationship with Lake Country Chevrolet and has provided items as quoted and in a timely manner.

Dana Safety Supply, Inc. is a vendor with BuyBoard purchasing cooperative. They provided quote 547285-A, 547705-D and 547287-A for the upfit of the (3) Tahoe's. The upfit equipment is priced at \$20,437.23 per Tahoe. Each vehicle will have the necessary road-ready equipment installed to put the vehicle into service.

LCRA is a sole source vendor that quoted each Mobile Radio and corresponding equipment at \$8,250.03 for each Tahoe. These radios are compatible with the City's Public Safety Communication System completed in FY2023.

Stalker Radar/Applied Concepts Inc. is a participant in H-GAC purchasing cooperative. This vendor priced DSR2 antenna radar and equipment at \$3,609.50 for each Tahoe. Tyler Technologies is a participant in TX-DIR purchasing cooperative. This vendor priced a ticket writer, printer, and cradle at \$4,130 for each Tahoe. Each Tahoe will have an annual Ticket Writer License Fee of \$480 that is included within the department's operating budget.

Additional equipment in the amount of \$1,717.17 includes other equipment and tools necessary to put the vehicles into service.

The grand total for one fully operational unit is \$98,698.32. The FY2025 budgeted amount is \$100,000 per unit.

The grand total for three fully operational units is \$296,094.96, which is a savings of \$3,903 compared to budget.

**RECOMMENDED ACTION:**

Authorize City Manager to issue purchase orders and proceed with purchase as described.



## PRODUCT PRICING SUMMARY

TIPS USA 210907 TRANSPORTATION VEHICLES

**VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951**

**End User:** CITY OF KERRVILLE  
**Contact:** JENNETTE DENNIS  
**Email:** \_\_\_\_\_  
**Product Description:** CHEVY TAHOE PPV

**Prepared by:** MICHAEL WILEY  
**Phone:** 254-541-9061  
**Email:** [mwiley.silsbeefleet@gmail.com](mailto:mwiley.silsbeefleet@gmail.com)  
**Date:** August 30, 2024

**A. Bid Item:** 40

**A. Base Price:** \$ 50,557.00

## B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -	6C7	RED/WHITE DOME AUX DOME LIGHT	\$ 170.00
9C1	2024 POLICE PURSUIT 4X2	INCL	AMF	REMOTE KEYLESS PKG	\$ 75.00
	5.3L V8; 10-SPD AUTOMATIC	INCL			
	CLOTH FRONT BUCKETS; VINYL REAR	INCL			
	RUBBER FLOOR; F/R A/C	INCL			
	AM/FM STERIO W/BLUETOOTH	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CRUISE CONTROL	INCL			

**Total of B. Published Options:** \$ 245.00

**Published Option Discount (5%)** **\$ (12.25)**

### C. Unpublished Options

**Total of C. Unpublished Options: \$ 750.00**

D.	Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
E.	Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
F.	Contract Price Adjustment:	\$ -
G.	Additional Delivery Charge: <u>299</u> miles	\$ 523.25
H.	Subtotal:	\$ 52,063.00
I.	Quantity Ordered <u>3</u> x H =	\$ 156,189.00
J.	Trade in:	\$ -
K.	Total Purchase Price	\$ 156,189.00

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

# **Sales Quote**

<b>Sales Quote No.</b>	547285-A
<b>Customer No.</b>	KERRVILLE

## **Bill To**

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## **Ship To**

(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

**Contact:** JENNETTE DENNIS

**Telephone:** 830-258-1319

**E-mail:** accountspayable@kerrvilletx.gov JENNETTE.I

**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT	NET30	
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO 2024 CHEVY TAHOE (1) KERRVILLE PD Warehouse: SANA	0.0000	0.00
1	1	N	INFO EQUIPMENT AND INSTALL - PATROL Warehouse: SANA	0.0000	0.00
1	1	N	INFO BUYBOARD CONTRACT #698-23 Warehouse: SANA	0.0000	0.00
1	1	N	INFO FRONT Warehouse: SANA	0.0000	0.00
1	1	N	BK2168TAH21 SMC PB450L4 ALUM BUMPER Warehouse: SANA	846.6300	846.63
1	1	N	BK2168TAH21 SETINA PUSHBUMPER WRAP 2021 TAHOE Warehouse: SANA	338.2100	338.21
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: SANA MOUNT VERTICALLY IN BUMPER BRAKE VENTS	126.9300	253.86

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09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30			
Entered By	Salesperson		Ordered By	Resale Number				
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis					
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price		
2	2	Y	PMP2BKDG AJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: SANA		7.4700	14.94		
1	1	Y	MISC EMPLB01HL9-4K7 SOI 55" MPOWER LBAR RW/BW Warehouse: SANA		2,691.2700	2,691.27		
1	1	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: SANA 100J series composite speaker w/ universal bail brkt-100 watt		181.5300	181.53		
1	1	N	INFO SIDE Warehouse: SANA		0.0000	0.00		
6	6	N	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: SANA TWO MOUNTED UNDER THE MIRRORS TWO IN EACH CARGO WINDOW - IN SHROUD STEADY WHITE TAKEDOWN IN GRILL AND ALLEY		126.9300	761.58		
1	1	Y	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: SANA		24.5000	24.50		

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Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: SANA	24.5000	24.50
2	2	N	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: SANA	16.3300	32.66
1	1	N	CARGO WINDOW MPOWERS INFO REAR Warehouse: SANA	0.0000	0.00
1	1	N	ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: SANA	77.4700	77.47
1	1	N	PASSENGER REVERSE LIGHT. STEADY WHITE REVERSE. ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: SANA	77.4700	77.47
			DRIVER REVERSE LIGHT. STEADY WHITE REVERSE.		

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Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENFWB01EHC SOI, NFLIB, REAR, 8MOD, 2021-24 TAHOE, RA/BA Warehouse: SANA Chevrolet Tahoe (2021-24) Solid Rear (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_A  R_A  R_A  R_A  B_A  B_A  B_A  B_A  Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included) INFO INTERIOR/MISC	983.7300	983.73
1	1	N	INFO INTERIOR/MISC	0.0000	0.00
1	1	Y	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: SANA	816.2000	816.20
1	1	Y	ENGSA5200RSP ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: SANA	330.4000	330.40
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: SANA	236.6000	236.60
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: SANA	211.8700	423.74

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Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price		
2	2	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: SANA 18 inch Harness Kit for Remote Node		40.1300	80.26		
1	1	Y	7170-0848-04 GJ, CONSOLE PKG, 2021-23 TAHOE, RMK TAB, 20" Warehouse: SANA 7170-0848-04, KIT INCLUDES 2021+ Chevrolet Tahoe Wide Body Console (7160-1566) Internal Cup Holder (7160-0846) Side Armrest (7110-1013) Mongoose® XLE 9" Motion Attachment (7160-1216-09)  WEIGHT: 40.68 lbs / 18.45 kg HEIGHT: 13.5 in / 34.29 cm WIDTH: 14.54 in / 36.93 cm DEPTH: 28.66 in / 72.8 cm		1,140.7200	1,140.72		
1	1	Y	15082 GJ ROCKER SWITCH & CIGARETTE KNOCK-OUT PANEL Warehouse: SANA 15082		21.5000	21.50		
2	2	Y	7300-0599 GJ KUSSMAUL DUAL USB-C & USB-A PORT MODULE Warehouse: SANA Kussmaul Dual USB-C & USB-A Port Module for Switch Knock-outs		172.0000	344.00		

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**Telephone:** 830-258-1319

**E-mail:** accountspayable@kerrvilletx.gov JENNETTE.I

**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: SANA FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. ***** 7160-0826 GAMBE Adjustable Mic Clip	25.8000	51.60
2	2	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: SANA	38.0000	76.00
2	2	N	PK1188TAH21 SMC 2021 TAH 10XL C2 PARTITION Warehouse: SANA	42.0000	84.00
1	1	N	QK2024TAH21 SMC 2021 TAHOE #12 VS Coated Poly w/ Replacement Seat Warehouse: SANA OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition	817.1500	817.15
1	1	N		1,325.5700	1,325.57

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	547285-A
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

**Contact:** JENNETTE DENNIS

**Telephone:** 830-258-1319

**E-mail:** accountspayable@kerrvilletx.gov JENNETTE.I

**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	WK0514TAH21 SMC REAR WINDOW BARRIER Warehouse: SANA WK0514TAH21	242.4200	242.42
1	1	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: SANA	242.4200	242.42
1	1	Y	DK0100TAH21 GK0068E SMC SINGLE T-RAIL MT W/ELECTRIC BLAC-RAC LOCKING HEAD Warehouse: SANA	601.3000	601.30
1	1	N	GK0068E VDRAIN # V-DRAIN - LONG. Warehouse: SANA LONG VDRAIN	95.0000	95.00

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	547285-A
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## Ship To

(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

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**E-mail:** accountspayable@kerrvilletx.gov JENNETTE.I

**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: SANA HARRIS RADIO (TWO PIECE) w/ ANTENNA, COAX & CONNECTORS  DOCK WITH POWER SUPPLY	0.0000	0.00
1	1	Y	BODY WORN VEHICLE CAMERA AND BODY PACKAGE GRAPHICS GRAPHICS FOR VEHICLE Warehouse: SANA GRAPHICS	1,475.0000	1,475.00
1	1	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: SANA	50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: SANA	60.0000	60.00
1	1	Y	TINT ALL DARK AS LEGAL - NO BROW Warehouse: SANA	350.0000	350.00

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	547285-A
Customer No.	KERRVILLE

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KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

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**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	475.0000	475.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA MOUNT ELECTRONICS TO BACK OF CARGO BARRIER AND COVER WITH PLAXIGLASS FOR EQUIPMENT PROTECTION.	4,440.0000	4,440.00
<p><b>Approved By:</b> _____</p> <p><input type="checkbox"/> <b>Approve All Items &amp; Quantities</b></p> <p><b>Quote Good for 30 Days</b></p>					

Print Date	09/04/24
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Subtotal	20,087.23
Freight	350.00
<b>Order Total</b>	<b>20,437.23</b>

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

# **Sales Quote**

<b>Sales Quote No.</b>	547287-A
<b>Customer No.</b>	KERRVILLE

## **Bill To**

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## **Ship To**

(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

**Contact:** JENNETTE DENNIS

**Telephone:** 830-258-1319

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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO 2024 CHEVY TAHOE (1) KERRVILLE PD Warehouse: SANA	0.0000	0.00
1	1	N	INFO EQUIPMENT AND INSTALL - PATROL Warehouse: SANA	0.0000	0.00
1	1	N	INFO BUYBOARD CONTRACT #698-23 Warehouse: SANA	0.0000	0.00
1	1	N	INFO FRONT Warehouse: SANA	0.0000	0.00
1	1	N	BK2168TAH21 SMC PB450L4 ALUM BUMPER Warehouse: SANA	846.6300	846.63
1	1	N	BK2168TAH21 SETINA PUSHBUMPER WRAP 2021 TAHOE Warehouse: SANA	338.2100	338.21
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: SANA MOUNT VERTICALLY IN BUMPER BRAKE VENTS	126.9300	253.86

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	547287-A
Customer No.	KERRVILLE

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KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## Ship To

(For Pickup)  
San Antonio -SANA  
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San Antonio, TX 78266

**Contact:** JENNETTE DENNIS

**Telephone:** 830-258-1319

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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method			
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30			
Entered By			Salesperson	Ordered By	Resale Number			
Gerald Verdin			GERARDO VERDIN SAN	Jennette Dennis				
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price		
2	2	Y	PMP2BKDG AJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: SANA		7.4700	14.94		
1	1	Y	MISC EMPLB01HL9-4K7 SOI 55" MPOWER LBAR RW/BW Warehouse: SANA		2,691.2700	2,691.27		
1	1	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: SANA 100J series composite speaker w/ universal bail brkt-100 watt		181.5300	181.53		
1	1	N	INFO SIDE Warehouse: SANA		0.0000	0.00		
6	6	N	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: SANA TWO MOUNTED UNDER THE MIRRORS TWO IN EACH CARGO WINDOW - IN SHROUD STEADY WHITE TAKEDOWN IN GRILL AND ALLEY		126.9300	761.58		
1	1	Y	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: SANA		24.5000	24.50		

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	547287-A
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

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(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

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**Contact:** GERARDO VERDIN

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: SANA	24.5000	24.50
2	2	N	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: SANA	16.3300	32.66
1	1	N	CARGO WINDOW MPOWERS INFO REAR Warehouse: SANA	0.0000	0.00
1	1	N	ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: SANA	77.4700	77.47
1	1	N	PASSENGER REVERSE LIGHT. STEADY WHITE REVERSE. ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: SANA	77.4700	77.47
			DRIVER REVERSE LIGHT. STEADY WHITE REVERSE.		

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Printed By: Gerald Verdin

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**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

# **Sales Quote**

<b>Sales Quote No.</b>	547287-A
<b>Customer No.</b>	KERRVILLE

## **Bill To**

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

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(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

**Contact:** JENNETTE DENNIS

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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENFWB01EHC SOI, NFLIB, REAR, 8MOD, 2021-24 TAHOE, RA/BA Warehouse: SANA Chevrolet Tahoe (2021-24) Solid Rear (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_A  R_A  R_A  R_A  B_A  B_A  B_A  B_A  Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included) INFO INTERIOR/MISC	983.7300	983.73
1	1	N	INFO INTERIOR/MISC	0.0000	0.00
1	1	Y	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: SANA	816.2000	816.20
1	1	Y	ENGSA5200RSP ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: SANA	330.4000	330.40
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: SANA	236.6000	236.60
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: SANA	211.8700	423.74

<b>Print Date</b>	09/04/24
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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

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# **Sales Quote**

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method			
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT					
Entered By	Salesperson		Ordered By	Resale Number				
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis					
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price		
2	2	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: SANA 18 inch Harness Kit for Remote Node		40.1300	80.26		
1	1	Y	7170-0848-04 GJ, CONSOLE PKG, 2021-23 TAHOE, RMK TAB, 20" Warehouse: SANA 7170-0848-04, KIT INCLUDES 2021+ Chevrolet Tahoe Wide Body Console (7160-1566) Internal Cup Holder (7160-0846) Side Armrest (7110-1013) Mongoose® XLE 9" Motion Attachment (7160-1216-09)  WEIGHT: 40.68 lbs / 18.45 kg HEIGHT: 13.5 in / 34.29 cm WIDTH: 14.54 in / 36.93 cm DEPTH: 28.66 in / 72.8 cm		1,140.7200	1,140.72		
1	1	Y	15082 GJ ROCKER SWITCH & CIGARETTE KNOCK-OUT PANEL Warehouse: SANA 15082		21.5000	21.50		
2	2	Y	7300-0599 GJ KUSSMAUL DUAL USB-C & USB-A PORT MODULE Warehouse: SANA Kussmaul Dual USB-C & USB-A Port Module for Switch Knock-outs		172.0000	344.00		

<b>Print Date</b>	09/04/24
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**Continued on Next Page**

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: SANA FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. ***** 7160-0826 GAMBE Adjustable Mic Clip	25.8000	51.60
2	2	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: SANA	38.0000	76.00
2	2	N	PK1188TAH21 SMC 2021 TAH 10XL C2 PARTITION Warehouse: SANA	42.0000	84.00
1	1	N	QK2024TAH21 SMC 2021 TAHOE #12 VS Coated Poly w/ Replacement Seat Warehouse: SANA OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition	817.1500	817.15
1	1	N		1,325.5700	1,325.57

Print Date	09/04/24
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT	NET30	
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	WK0514TAH21 SMC REAR WINDOW BARRIER Warehouse: SANA WK0514TAH21	242.4200	242.42
1	1	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: SANA	242.4200	242.42
1	1	Y	DK0100TAH21 GK0068E SMC SINGLE T-RAIL MT W/ELECTRIC BLAC-RAC LOCKING HEAD Warehouse: SANA	601.3000	601.30
1	1	N	GK0068E VDRAIN # V-DRAIN - LONG. Warehouse: SANA LONG VDRAIN	95.0000	95.00

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Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: SANA HARRIS RADIO (TWO PIECE) w/ ANTENNA, COAX & CONNECTORS  DOCK WITH POWER SUPPLY	0.0000	0.00
1	1	Y	BODY WORN VEHICLE CAMERA AND BODY PACKAGE GRAPHICS GRAPHICS FOR VEHICLE Warehouse: SANA GRAPHICS	1,475.0000	1,475.00
1	1	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: SANA	50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: SANA	60.0000	60.00
1	1	Y	TINT ALL DARK AS LEGAL - NO BROW Warehouse: SANA	350.0000	350.00

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**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC ***** 1	475.0000	475.00
			INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA MOUNT ELECTRONICS TO BACK OF CARGO BARRIER AND COVER WITH PLAXIGLASS FOR EQUIPMENT PROTECTION.	4,440.0000	4,440.00
			<b>Approved By:</b>  <input type="checkbox"/> <b>Approve All Items &amp; Quantities</b>		
			<b>Quote Good for 30 Days</b>		

Print Date	09/04/24
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Printed By: Gerald Verdin

Subtotal	20,087.23
Freight	350.00
<b>Order Total</b>	<b>20,437.23</b>

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

# **Sales Quote**

<b>Sales Quote No.</b>	546705-D
<b>Customer No.</b>	KERRVILLE

## **Bill To**

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

## **Ship To**

(For Pickup)  
San Antonio -SANA  
8154 Bracken Creek Drive  
San Antonio, TX 78266

**Contact:** JENNETTE DENNIS

**Telephone:** 830-258-1319

**E-mail:** accountspayable@kerrvilletx.gov JENNETTE.I

**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO 2024 CHEVY TAHOE (1) KERRVILLE PD Warehouse: SANA	0.0000	0.00
1	1	N	INFO EQUIPMENT AND INSTALL - PATROL Warehouse: SANA	0.0000	0.00
1	1	N	INFO BUYBOARD CONTRACT #698-23 Warehouse: SANA	0.0000	0.00
1	1	N	INFO FRONT Warehouse: SANA	0.0000	0.00
1	1	N	BK2168TAH21 SMC PB450L4 ALUM BUMPER Warehouse: SANA	846.6300	846.63
1	1	N	BK2168TAH21 SETINA PUSHBUMPER WRAP 2021 TAHOE Warehouse: SANA	338.2100	338.21
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: SANA MOUNT VERTICALLY IN BUMPER BRAKE VENTS	126.9300	253.86

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**Continued on Next Page**

**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

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# Sales Quote

Sales Quote No.	546705-D
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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method			
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30			
Entered By	Salesperson		Ordered By	Resale Number				
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis					
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price		
2	2	Y	PMP2BKDG AJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: SANA		7.4700	14.94		
1	1	Y	MISC EMPLB01HL9-4K7 SOI 55" MPOWER LBAR RW/BW Warehouse: SANA		2,691.2700	2,691.27		
1	1	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: SANA 100J series composite speaker w/ universal bail brkt-100 watt		181.5300	181.53		
1	1	N	INFO SIDE Warehouse: SANA		0.0000	0.00		
6	6	N	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: SANA TWO MOUNTED UNDER THE MIRRORS TWO IN EACH CARGO WINDOW - IN SHROUD STEADY WHITE TAKEDOWN IN GRILL AND ALLEY		126.9300	761.58		
1	1	Y	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: SANA		24.5000	24.50		

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	546705-D
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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: SANA	24.5000	24.50
2	2	N	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: SANA	16.3300	32.66
1	1	N	CARGO WINDOW MPOWERS INFO REAR Warehouse: SANA	0.0000	0.00
1	1	N	ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: SANA	77.4700	77.47
1	1	N	PASSENGER REVERSE LIGHT. STEADY WHITE REVERSE. ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: SANA	77.4700	77.47
			DRIVER REVERSE LIGHT. STEADY WHITE REVERSE.		

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	546705-D
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## Bill To

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429 SIDNEY BAKER  
KERRVILLE, TX 78028

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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENFWB01EHC SOI, NFLIB, REAR, 8MOD, 2021-24 TAHOE, RA/BA Warehouse: SANA Chevrolet Tahoe (2021-24) Solid Rear (DRV)  D12  D12  D12  D12  D12  D12  D12  (PAS)  R_A  R_A  R_A  R_A  B_A  B_A  B_A  B_A  Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included) INFO INTERIOR/MISC	983.7300	983.73
1	1	N	INFO INTERIOR/MISC	0.0000	0.00
1	1	Y	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: SANA	816.2000	816.20
1	1	Y	ENGSA5200RSP ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: SANA	330.4000	330.40
1	1	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: SANA	236.6000	236.60
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: SANA	211.8700	423.74

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

# **Sales Quote**

<b>Sales Quote No.</b>	546705-D
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KERRVILLE, TX 78028

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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method			
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		NET30			
Entered By	Salesperson		Ordered By	Resale Number				
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis					
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price		
2	2	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: SANA 18 inch Harness Kit for Remote Node		40.1300	80.26		
1	1	Y	7170-0848-04 GJ, CONSOLE PKG, 2021-23 TAHOE, RMK TAB, 20" Warehouse: SANA 7170-0848-04, KIT INCLUDES 2021+ Chevrolet Tahoe Wide Body Console (7160-1566) Internal Cup Holder (7160-0846) Side Armrest (7110-1013) Mongoose® XLE 9" Motion Attachment (7160-1216-09)  WEIGHT: 40.68 lbs / 18.45 kg HEIGHT: 13.5 in / 34.29 cm WIDTH: 14.54 in / 36.93 cm DEPTH: 28.66 in / 72.8 cm		1,140.7200	1,140.72		
1	1	Y	15082 GJ ROCKER SWITCH & CIGARETTE KNOCK-OUT PANEL Warehouse: SANA 15082		21.5000	21.50		
2	2	Y	7300-0599 GJ KUSSMAUL DUAL USB-C & USB-A PORT MODULE Warehouse: SANA Kussmaul Dual USB-C & USB-A Port Module for Switch Knock-outs		172.0000	344.00		

<b>Print Date</b>	09/04/24
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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	546705-D
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**Contact:** GERARDO VERDIN

**Telephone:** 713-228-8900

**E-mail:** GVERDIN@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: SANA FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. ***** 7160-0826 GAMBE Adjustable Mic Clip	25.8000	51.60
2	2	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: SANA	38.0000	76.00
2	2	N	PK1188TAH21 SMC 2021 TAH 10XL C2 PARTITION Warehouse: SANA	42.0000	84.00
1	1	N	QK2024TAH21 SMC 2021 TAHOE #12 VS Coated Poly w/ Replacement Seat Warehouse: SANA OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition	817.1500	817.15
1	1	N		1,325.5700	1,325.57

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407**

Telephone: 800-845-0405

# Sales Quote

Sales Quote No.	546705-D
Customer No.	KERRVILLE

## Bill To

KERRVILLE POLICE DEPARTMENT  
429 SIDNEY BAKER  
KERRVILLE, TX 78028

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method
09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	WK0514TAH21 SMC REAR WINDOW BARRIER Warehouse: SANA WK0514TAH21	242.4200	242.42
1	1	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: SANA	242.4200	242.42
1	1	Y	DK0100TAH21 GK0068E SMC SINGLE T-RAIL MT W/ELECTRIC BLAC-RAC LOCKING HEAD Warehouse: SANA	601.3000	601.30
1	1	N	GK0068E VDRAIN # V-DRAIN - LONG. Warehouse: SANA LONG VDRAIN	95.0000	95.00

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**DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
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09/04/24	GROUND FREIGHT NON		QUOTED FREIGHT		
Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: SANA HARRIS RADIO (TWO PIECE) w/ ANTENNA, COAX & CONNECTORS  DOCK WITH POWER SUPPLY	0.0000	0.00
1	1	Y	BODY WORN VEHICLE CAMERA AND BODY PACKAGE GRAPHICS GRAPHICS FOR VEHICLE Warehouse: SANA GRAPHICS	1,475.0000	1,475.00
1	1	Y	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: SANA	50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: SANA	60.0000	60.00
1	1	Y	TINT ALL DARK AS LEGAL - NO BROW Warehouse: SANA	350.0000	350.00

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Entered By	Salesperson		Ordered By	Resale Number	
Gerald Verdin	GERARDO VERDIN SAN		Jennette Dennis		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: SANA LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	475.0000	475.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: SANA MOUNT ELECTRONICS TO BACK OF CARGO BARRIER AND COVER WITH PLAXIGLASS FOR EQUIPMENT PROTECTION.	4,440.0000	4,440.00

Approved By:

Approve All Items & Quantities

**Quote Good for 30 Days**

Print Date	09/04/24
Print Time	05:24:26 PM
Page No.	9

Printed By: Gerald Verdin

Subtotal	20,087.23
Freight	350.00
Order Total	20,437.23



6641 E. Ben White Blvd., Austin TX 78744  
24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445  
Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299  
Telecommunications

# Proposal

## Telecommunications Work Sheet

**Customer:** KERRVILLE POLICE DEPARTMENT      **Work Order #:** 000000006697552  
**Address:** 429 Sidney Baker Street      **\*Date:** 8/28/24  
Kerrville, TX 78028      *Pricing is valid for 30 days from the date of this Proposal.*

**Statement of Work:** Kerrville PD - 1 L3 Harris XL-200 Mobile, 1 Faceplates & 1 Magnum Antenna

**Comments:** Requested by Jennette Dennis

### Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
92080		L3 Harris XI-200 Mobile Radios, 700/800/ VHF,P25Trunking,256 AES,DES & Encryption Lite, Phase 2 TDMA, OTAP, XL Universal Mounting, Control Head, Standard Mobile Mic, 5-year Warranty	1	\$8,026.72	\$8,026.72
92080		[RFMT-NT-V/U/C-A] STI-CO RFMT-NT-V/U/C-A Tri-Band Single Port Antenna - Mast Only (Includes Shipping)	1	\$162.53	\$162.53
92090	1601002300	COAX, NMO MOUNT, 3/4 IN, NO CONNECTOR	1	\$16.70	\$16.70
92090	1601002360	CRIMP, TNC MALE CONN RG58, MFG RFT-1202-2T, TESSCO SKU 58794	1	\$3.83	\$3.83
92090		Faceplates - (Need Center Console Brand)	1	\$40.25	\$40.25
<b>Material Sub Total:</b>					<b>\$8,250.03</b>

**Labor Total:** **\$0.00**

**Material Total:** **\$8,250.03**

**Job Total:** **\$8,250.03**

**This is not an invoice - Do not pay**

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

Inside Sales Partner:	Vanna Moore vanna.moore@a-concepts.com	Reg Sales Mgr: 972-398-3780 chris.decker@stalkerradar.com	Christopher Decker
-----------------------	---	---	--------------------

Effective From : 08/29/2024

Valid Through: 11/27/2024

Lead Time: 80 working days

<b>Bill To:</b> City of Kerrville 701 Main St Kerrville, TX 78028-5301	<b>Customer ID:</b> 106293 Accounts Payable	<b>Ship To:</b> Kerrville Police Dept 429 Sidney Baker St S Kerrville, TX 78028-5918	<i>FedEx Ground</i> Inventory Control Analyst Jennette Dennis
---	--	---	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	\$3,192.00	\$3,192.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		\$0.00
2	1	200-1000-40	DSR Modular Display		\$0.00
3	2	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
10	1	200-0648-00	Display Sun Shield		\$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	1	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	1	200-0622-01	2015-Present Tahoe VSS Cable Kit		\$0.00
14	1	200-0821-00	DSR Documentation Kit		\$0.00
15	1	006-0095-00	Fan Noise Suppression Addendum - DSR		\$0.00
16	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	1	060-1000-36	36 Month Warranty		\$0.00
18	1	155-2211-00	Remote Display Interconnect Cable, 10'	\$85.00	\$85.00
19	1	200-1475-00	2021-2024 Tahoe Ant/CU/Display Combo Mount	\$173.00	\$173.00
20	1	200-1476-00	2021-2024 Tahoe Ka Band Rear Antenna Mount	\$137.00	\$137.00

Group Total \$3,587.00

Product	\$3,587.00	Sub-Total:	\$3,587.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days			Shipping & Handling: \$22.50
			<b>Total: USD \$3,609.50</b>

 Vehicle Information:  
 2023 Chevrolet Tahoe SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



# Quote

Utility Associates Inc  
250 East Ponce De Leon Avenue  
Suite 700  
Decatur GA 30030  
(800) 597-4707  
www.utility.com

Customer Kerrville TX Police  
Date 8/28/2024  
Sales Quote# 134697  
Expires 10/31/2024  
Sales Rep Brian Churchill  
PO#  
Terms Net 30

**Bill To**  
Curtis Thomason  
Att:  
Jennette.dennis@kerrvilletx.gov  
Kerrville TX Police  
429 Sidney Baker St  
Kerrville TX 78028  
United States

**Ship To**  
Jennette Dennis  
Kerrville TX Police  
429 Sidney Baker St  
Kerrville TX 78028  
United States

Item	Description	Quantity	Price Each	Amount
ICV-S-3	<b>ROCKET In-Car Video Saas - 3 Years. Coterminous with existing agreement 12-1-24 through 9-30-27 (34 months)</b>	1	\$6,246.55	\$6,246.55
ICV-H	<b>ROCKET In-Car Video HaaS</b>	1	\$2,630.00	\$2,630.00
Third Party / Customer Installation	<b>Installation will be conducted via certified up-fitter / Customer at the Department's expense.</b>			
Shipping (ARM)	<b>Shipping</b>	1	\$25.00	\$25.00
Signature Line	<b>Signature:</b> _____			
	<b>Name:</b> _____			
	<b>Date:</b> _____			
	<b>PO:</b> _____			

<b>Subtotal</b>	\$8,901.55
<b>Discount</b>	(\$890.16)
<b>Subtotal</b>	\$8,011.39
<b>Sales Tax (%)</b>	\$0.00
<b>Total</b>	\$8,011.39

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to [insidesales@utility.com](mailto:insidesales@utility.com)



## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 4,130
Other Cost	\$ 0
Estimated Travel	\$ 0
<b>Total One-Time Cost</b>	<b>\$ 4,130</b>
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By:  
Quote Expiration:  
Quote Name:

James Mulvey  
11/4/24

**Sales Quotation For:**  
Kerrville Police Department  
429 Sidney Baker St  
Kerrville, TX 78028-4551  
Phone: +1 (830) 257-8181

**Shipping Address:**

Kerrville Police Department  
429 Sidney Baker St ATTN: Jennette Dennis  
Kerrville, TX 78028-4551

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit	Maintenance	Year One Maintenance
<b>Enforcement Mobile</b>						
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	1	\$ 630	\$ 630			\$ 0
P1031365-024 / Zebra, ZQ500, Wall Charger	1	\$ 66	\$ 66			\$ 0
Z1AE-TC78XX-5C00 / Zebra EVM, Warranty, TC78, 5 year	1	\$ 644	\$ 644			\$ 0
TC78A1-3T1J4B1A10-NA / Zebra EVM, HH, TC78, 5G WWAN, WIFI 6E, Standard Range 2D SE4770 Imager	1	\$ 1,975	\$ 1,975			\$ 0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded CRD-NGTC7-5SE5D / Zebra EVM, Acc, TC73/8, Five-slot charge/Ethernet ShareCradle kit. Charges five devices with network speeds of up to 1 Gbps SG-NGTC5TC7-HDSTP-03 / Zebra EVM, Acc, Hand strap - pack of 3	1	\$ 735	\$ 735			\$ 0
	1	\$ 60	\$ 60			\$ 0
<b>TOTAL</b>			<b>\$ 4,130</b>			<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 4,130	\$ 0
<b>Summary Total</b>	<b>\$ 4,130</b>	
<b>Contract Total</b>	<b>\$ 4,130</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

#### **Comments**

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



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

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**CAPTION:** Construction Contract with Guido Construction Company for the Cailloux Theater Roof and HVAC Replacement Project in the amount of \$2,937,875.00. (K Burow, Director of Engineering)

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 09/23/2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

1. 20241022\_Bids\_Cailloux Theater Renovations -Bid Summary
2. 20241022\_Bids\_Cailloux Theater Renovations - Recommendation Letter
3. 20241022\_Contract\_Cailloux Roof & HVAC - Draft

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**Expenditure:** **Amount Budgeted:** \$4,000,000.00

\$2,937,875.00

**Account Number:** Project #70-24004 **Account Balance:** \$3,974,593.00

**Payment to/Vendor**

**name:** Guido Construction  
Company

**Kerrville 2050 Item?**

Yes

**Key Priority Area:**

F – Public Facilities/Services

**SUMMARY:**

In 2003, the Kathleen C. Cailloux City Theater went through a significant remodel which included the installation of a new roof system. The roof deterioration caused by several storm events, including the 2017 hail storm and 2021 snow storm, impacted the integrity of the roof's surface causing damages previously unseen. The deterioration eventually cascaded through the ceiling and along the walls of the interior of the building causing visual representation of the unseen damages. The City contracted with Cypress Roofing to make necessary emergency repairs to the roof's surface and prevent further damages as a temporary resolution before the City could perform long-term adjustments. Additionally, many of the facility's HVAC system components have met or exceeded the life expectancy for the various units and are in need of replacement. In March 2022, the City hired Peter Lewis Architect & Associates for design services relating to the replacement of the roof and HVAC components in addition to the necessary repairs on the interior of the building. The design was completed in August 2022 with a construction estimate of over \$3 million exceeding the City's funding

potential for the project. The project was placed on hold to explore funding opportunities.

In August 2023, the EIC members voted to approve the Council requested consideration of a sales tax revenue bond to fund several quality of life projects, including the Cailloux Theater HVAC and Roof Replacement project. In early 2024, following the issuance of the bonds, a funding agreement was approved by Council and EIC to finalize the architectural plans and commence the bidding for the project. The project was placed for advertisement, the bid opening was held, three bids were received, with Guido Construction Company as the apparent low bid. Staff and Peter Lewis Architects recommend awarding the base bid in addition to the alternate bid for an alternative type of roofing membrane to Guido Construction Company for a total contract amount of \$2,937,875.00.

**RECOMMENDED ACTION:**

Authorize the City Manager to finalize and execute a construction contract.

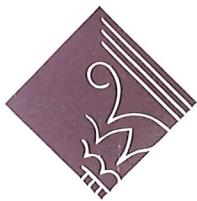
## APPARENT LOW BIDDERS

### Cailloux Theater Roof and HVAC Upgrades

ID: COK Project No. 22-009

	<b>Bidder</b>
1	REC Industries Inc. <i>Submitted: 9/25/2024 2:55:31 PM</i>
2	Guido Construction Company <i>Submitted: 9/25/2024 2:54:58 PM</i>
3	L Wallace Construction CO Inc <i>Submitted: 9/25/2024 2:51:57 PM</i>

*Bids opened at: 9/25/2024 3:13:16 PM*



October 7, 2024

Kyle Burow, P.E., CFM  
Directory of Engineering  
City of Kerrville  
701 Main Street  
Kerrville, TX 78028

RE: Cailloux Theater Roof and HVAC Upgrades  
COK Project No. 22-009

Dear Kyle:

Pursuant to receipt of bids on September 25, 2024 we followed due diligence to qualify a successful bidder. This process included, but was not limited to, conversations with the General Contractors, Subcontractors and other references provided by the Bidders.

Following that process, it was determined that the apparent low bidder, Guido Construction Company has met the required qualifications for a responsive Bid.

It is our recommendation that the City of Kerrville accept Guido Construction Company's Bid and enter into negotiations for the Construction Contract.

Should you have any questions, please feel free to contact me.

Very truly yours,

Peter W. Lewis, Architect  
Principal

**CITY OF KERRVILLE, TEXAS  
CONSTRUCTION CONTRACT**

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF KERR

§

This Agreement is made effective as of the date signed by the City Manager below between the CITY OF KERRVILLE, a municipal corporation of Kerr County, Texas, organized and existing under and by virtue of a special charter adopted by the qualified voters within said City on the 25th day of February, A.D. 1942, under the authority (vested in said voters by the "Home Rule" provision) of the Constitution of Texas, and in accordance with a resolution duly passed at a regular, meeting of the City Council of said City, hereinafter called OWNER, GUIDO CONSTRUCTION COMPANY of the City of San Antonio, County of Bexar, State of Texas, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, and under the conditions expressed in the bond bearing even date herewith, the said Contractor hereby agrees with the said Owner to commence and complete the construction of certain improvements described as follows:

**City of Kerrville  
Cailloux Theater Roof and HVAC Upgrades  
910 Main Street  
Kerrville, Texas  
COK Project # 22-09**

That the work herein contemplated shall consist of furnishing as an independent contractor all labor, tools, appliances and materials necessary for the construction and completion of said project in accordance with the Plans and Specifications and Contract Documents hereto attached and made a part of this contract the same as if written herein.

The Contractor hereby agrees and binds himself to commence the construction of said work within thirty (30) days after being notified in writing to do so by the Owner, substantially completing the Project no later than July 18, 2025; and be ready for written acceptance by Owner on or before thirty (30) days after July 18, 2025.

City agrees and binds itself to pay, and the said Contractor agrees to receive, for all of the aforesaid work, and for stated additions thereto or deductions there from, the price shown on the Bid submitted by the successful bidder hereto attached and made a part hereof. Payment will be made in monthly installments upon actual work completed by contractor and accepted by the Owner and receipt of invoice from the Contractor.

The agreed upon total contract amount shall be **Two Million Nine Hundred Ninety-Nine Thousand Nine Hundred and Ninety-Three and 00/100 Dollars (\$2,999,993.00).**

**Insurance Requirements:**

The Contractor shall not commence work under this contract until it has obtained all insurance required under the Contract Documents, and the Owner has approved such insurance. The Contractor shall be responsible for delivering to the Owner the sub-contractors' certificates of insurance for approval. The Contractor shall indicate on its certificate of insurance included in the documents for execution whether or not its insurance covers subcontractors. It is the intention of the Owner that the insurance coverage required herein shall include the coverage of all subcontractors.

a. WORKER'S COMPENSATION INSURANCE:

- Statutory limits.
- Employer's liability:
  - \$100,000 disease each employee.
  - \$500,000 disease policy limit.
  - \$100,000 each accident.

b. COMMERCIAL GENERAL LIABILITY INSURANCE:

The Contractor shall procure and shall maintain during the life of this contract public liability insurance coverage in the form of a Commercial General Liability insurance policy to cover bodily injury, including death, and property damage at the following limits: \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

- The insurance shall be provided on a project specific basis and shall be endorsed accordingly.
- The insurance shall include, but not be limited to, contingent liability for independent contractors, XCU coverage, and contractual liability.

c. BUSINESS AUTOMOBILE LIABILITY:

- \$1,000,000 each accident.
- The policy shall cover any auto used in the course of the project.

d. BUILDER'S RISK OR INSTALLATION FLOATER:

This insurance shall be applicable according to the property risks associated with the project and commensurate with the contractual obligations specified in the contract documents.

e. EXCESS LIABILITY UMBRELLA:

- \$1,000,000 each occurrence; \$2,000,000 aggregate limit.
- This insurance shall provide excess coverage over each line of liability insurance required herein. The policy shall follow the form(s) of the underlying policies.

f. SCOPE OF INSURANCE AND SPECIAL HAZARD:

The insurance required under the above paragraphs shall provide adequate protection for the Contractor and its subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by it, against any insurable hazards which may be encountered in the performance of the Contract.

g. PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall furnish the owner with satisfactory proof of coverage by insurance required in these Contract Documents in the amounts and by insurance carriers satisfactory to the Owner. The form to be used shall be the current Accord certificate of insurance form or such other form as the Owner may in its sole discretion deem acceptable. All insurance requirements made upon the Contractor shall apply to the sub-contractors, should the Contractor's insurance not cover the subcontractor's work operations performed in the course of this contracted project.

ADDITIONAL INSURANCE REQUIREMENTS:

- a. The Owner, its officers, employees and servants shall be endorsed as an additional insured on Contractor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- b. Certificates of insurance shall be delivered to the City of Kerrville, contract administrator in the respective department as specified in the bid documents, 701 Main Street, Kerrville, TX 78028, prior to commencement of work on the contracted project.
- c. Any failure on part of the Owner to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the Owner a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A:VII or equivalent measure of financial strength and solvency.
- f. Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the Owner.
- g. In lieu of traditional insurance, Owner may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The Owner must approve in writing any alternative coverage.
- h. Workers' compensation insurance policy(s) covering employees employed on the project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the Owner.
- i. Owner shall not be responsible for the direct payment of insurance premium costs for contractor's insurance.
- j. Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by Owner shall not be called upon to contribute to loss recovery.
- k. In the course of the project, Contractor shall report, in a timely manner, to Owner's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- l. Contractor's liability shall not be limited to the specified amounts of insurance required herein.
- m. Upon the request of Owner, Contractor shall provide complete copies of all insurance policies required by these contract documents.

If this Contract is in excess of \$25,000, the Contractor shall provide a Payment Bond in the full amount of the contract. If the contract is in excess of \$100,000 Contractor shall provide both Payment and Performance Bonds for the full amount of the contract.

Construction shall not start without a "Notice to Proceed". The Notice to Proceed shall not be issued without bonds in place.

Contractor shall apply for all City of Kerrville Permits and for any other permits required by this project. City of Kerrville Permit fees are waived. Separate permits will be required for each facility.

If the Contractor should fail to complete the work as set forth in the Plans and Specifications and Contract Documents within the time so stipulated, plus any additional time allowed as provided in the General Conditions, there shall be deducted from any monies due or which may thereafter become due him, the liquidated damages outlined in the General Conditions, not as a penalty but as liquidated damages, the Contractor and their Surety shall be liable to the Owner for such deficiency.

Design Professional. The design professional providing services to the City on this Project is:

**Peter Lewis**  
**Peter Lewis Architect & Associates, PLLC**  
**334 West Water Street**  
**Kerrville, Texas 78028**  
**(830) 896-4220**

Liquidated Damages.

Owner and Contractor recognize that the Contract Times specified for Substantial Completion and Final Completion are of the essence in the Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Project is not completed within the Contract Times specified in this Agreement as may be adjusted in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Project is not completed within the Contract Times. Accordingly, instead of requiring proof of the amount of these damage, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- a. Contractor agrees to pay Owner \$1,000 for each day that expires after the time specified in this Agreement for Substantial Completion until the Work is substantially complete.
- b. Contractor agrees to pay Owner \$1,000 for each day that expires after the time specified in this Agreement for Final Completion until the Work is completed and ready for final payment in accordance with the General Conditions.

Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

Owner will determine whether the Work has been completed within the Contract Times. Assessment of liquidated damages by the Owner does not waive the Owner's right to assess or collect additional damages that the Owner may sustain by the failure of the Contractor to perform in accordance with the terms of this Agreement.

No Boycott of Israel. If Contractor has fewer than 10 employees or the Agreement is for less than \$100,000, this section does not apply. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this Agreement, Contractor certifies that Contractor's signature provides written verification to City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

Prohibition on Boycotting Energy Companies. Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B.

13, § 2). To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

Prohibition on Discrimination Against Firearm and Ammunition Industries. Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1). To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

This Agreement is made effective as of the date signed by the City Manager below.

**Kerrville:**

<b>City of Kerrville</b>  <p>By: _____ Name: Dalton Rice Title: City Manager</p> <p>Date: _____</p> <p><b>Approved as to Content:</b>  <p>By: _____ Name: Stuart Barron Title: Ex. Dir. of Public Works &amp; Engineering</p></p>	<b>Approved as to Form</b>  <p>By: <u>William Tatsch</u> Name: William L. Tatsch Title: Assistant City Attorney</p> <p><b>Attest:</b>  <p>By: _____ Name: Shelley McElhannon Title: City Secretary</p><p><b>Approved as to Funding:</b>  <p>_____ Name: Julie Behrens Title: Director of Finance</p></p></p>
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**CONTRACTOR: Guido Construction Company**

<p>By: _____ Name: Title:</p>
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**TO BE CONSIDERED BY THE CITY COUNCIL  
CITY OF KERRVILLE, TEXAS**

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**CAPTION:** City Council workshop minutes October 08, 2024. (S McElhannon, City Secretary)

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/10/2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

1. 20241022\_Minutes CC workshop 10-08-24

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

No

**Key Priority Area:**

**SUMMARY:**

October 08, 2024 4:00pm, City Council workshop minutes.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL WORKSHOP MINUTES  
CITY HALL COUNCIL CHAMBERS**

**OCTOBER 08, 2024 4:00 PM  
701 MAIN STREET, KERRVILLE, TEXAS**

**CALL TO ORDER:** On October 08, 2024 at 4:00 p.m., the City Council workshop was called to order by Mayor Pro Tem Brenda Hughes at City Hall Council Chambers, 701 Main Street, Kerrville, Texas. Mayor Pro Tem Hughes announced new software integration may pose slight transitional issues.

**COUNCILMEMBERS PRESENT:**

Brenda Hughes, Mayor Pro Tem  
Delayne Sigerman, Council Place 1  
Jeff Harris, Council Place 2  
Kent McKinney, Council Place 3

**COUNCILMEMBERS ABSENT:**

Joe Herring, Jr., Mayor

**CITY STAFF PRESENT:**

Dalton Rice, City Manager  
Mike Hayes, City Attorney  
Michael Hornes, Asst City Manager  
Kim Meismer, Asst City Manager  
Shelley McElhannon, City Secretary

**VISITOR(S) PRESENT:**

Clarissa Navarro, Consultant Attorney -Denton, Navarro, Rodriguez, Bernal, Santee & Zech

**1. PUBLIC COMMENT: None**

Councilmember Jeff Harris made a motion to convene Executive Session under 551.071 (consultation with attorney), 551.074 (personnel/officers), and 551.087 (deliberation regarding economic development), seconded by Councilmember Kent McKinney. The motion passed 4-0, and at 4:01 p.m., the open workshop recessed and Council convened into closed Executive Session.

**2. EXECUTIVE SESSION:**

2A. Post Hole Ventures, LLC vs City of Kerrville, TX, Cause No. SA21CA0980XR, United States District Court for the Western District of Texas, San Antonio Division 551.071. *Pursuant to Section 551.127 Texas Government Code, a consulting attorney will participate in this closed session from a remote location. A quorum of the City Council as well as the presiding officer will be physically present in the session, and the consulting attorney participating remotely will be visible and audible to City Council via video conference.*

2B. City Attorney Annual Evaluation 551.074.

2C. Economic Development Incentive Agreement between the City of Kerrville, TX, and the Bluewood Hillside Heights, LP 551.071, 551.087.

2D. Liberty in Action Network, Terri Hall, and Rachel Vickers, Plaintiffs v. City of Kerrville, Texas, Defendant, Civil Action No. 5:24-CV-00403, US Court for the Western District of Texas, San Antonio Division 551.071.

At 6:08 p.m., the closed Executive Session adjourned and open workshop reconvened. No action taken during Executive Session. Items 2C and 2D were not discussed.

**3. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY:**

Councilmember Harris moved to authorize the Mayor to execute a personnel action form for the City Attorney based on the discussions held by the City Council during Executive Session today, seconded by Councilmember Delayne Sigerman. Motion approved 4-0.

**ADJOURN.** The workshop adjourned at 6:09 p.m.

APPROVED BY COUNCIL: \_\_\_\_\_ ATTEST:

---

Brenda Hughes, Mayor Pro Tem

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Shelley McElhannon, City Secretary



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

---

**CAPTION:** City Council meeting minutes October 08, 2024. (S McElhannon, City Secretary)

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/10/2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

1. 20241022\_Minutes CC meeting 10-08-24

---

**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

No

**Key Priority Area:**

**SUMMARY:**

October 08, 2024 6:00pm, City Council meeting minutes.

**RECOMMENDED ACTION:**

Approve minutes as presented.

**CITY COUNCIL MINUTES  
REGULAR MEETING**

**KERRVILLE, TEXAS  
OCTOBER 08, 2024 6:00 PM**

On October 08, 2024 at 6:10 p.m., Mayor Pro Tem Brenda Hughes called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Jeff Harris provided the invocation and led the Pledge of Allegiance. Mayor Pro Tem Hughes announced new software integration may pose slight transitional issues.

**COUNCILMEMBERS PRESENT:**

Brenda Hughes, Mayor Pro Tem  
Delayne Sigerman, Councilmember Place 1  
Jeff Harris, Councilmember Place 2  
Kent McKinney, Councilmember Place 3

**COUNCILMEMBER ABSENT:**

Joe Herring, Jr., Mayor

**CITY EXECUTIVE STAFF:**

Dalton Rice, City Manager  
Mike Hayes, City Attorney  
Michael Hornes, Asst City Manager  
Kim Meismer, Asst City Manager  
Shelley McElhannon, City Secretary  
Julie Behrens, Director of Finance  
Jacob Bogusch, Finance Compliance

Janelle Chapman, Procurement Coordinator  
Stuart Cunyus, Public Information Officer  
Eric Maloney, Fire Chief  
Chris McCall, Police Chief  
Drew Paxton, Director Zoning/Development  
Trina Rodriguez, Asst Director of Finance  
Charvy Tork, Director of Information Services

**VISITORS PRESENT:** A list of the citizen speakers present during the meeting is on file in the City Secretary's Office for the required retention period.

**1. ANNOUNCEMENTS OF COMMUNITY INTEREST:**

Announcements and information provided by Stuart Cunyus and Councilmember Harris.

**2. PRESENTATION(S):**

2A. Proclamation: October 2024 as Fire Prevention month.

Mayor Pro Tem Hughes presented the October 2024 Fire Prevention month proclamation to Kerrville Fire Department Fire Chief Eric Maloney and Fire Department personnel.

2B. Kerrville Kindness Award: Martin Greenwell and Lorena McCullough.

Mayor Pro Tem Hughes recognized City employees Martin Greenwell and Lorena McCullough for community service in transcribing, translating, and promoting City opportunities in Spanish.

2C. Recognition of Commendation: Ray Gutierrez.

Mayor Pro Tem Hughes recognized Ray Gutierrez for community good works. A celebration of honor is scheduled Saturday, October 12, 2024, 5:00-8:00pm at the Doyle Community Center pavilion.

**3. VISITORS FORUM:**

The following person(s) spoke:

- Anthony Farmer (removed name and will speak during the 10/22/24 meeting)
- Barbara Burton
- George Baroody

**4. CONSENT AGENDA:**

Mayor Pro Tem Hughes advised Consent Agenda item 4D would not be pulled, but the September 24, 2024 minutes have corrections to items 8A and 9B to read as a 4-0 vote, and item 9A to read 'Councilmember McKinney' instead of 'Mayor McKinney'. Mayor Pro Tem Hughes pulled item 4B per citizen request. Councilmember Kent McKinney motioned to accept Consent Agenda items 4A, 4C, 4D, seconded by Councilmember Delayne Sigerman. Motion passed 4-0.

4A. Resolution No. 42-2024. A Resolution canceling the regular meetings of the City Council scheduled for November 26, 2024 and December 24, 2024.

4C. City Council workshop minutes September 24, 2024.

4D. City Council meeting minutes September 24, 2024.

**END OF CONSENT AGENDA.**

4B. Agreement between the City of Kerrville, Texas, (Owner) and Viking Construction, LLC, (Contractor) for the 2024 Slurry Seal Project in the amount of \$565,337.90.

The following person(s) spoke:

- George Baroody

Michael Hornes provided information and responded to questions.

Councilmember McKinney made a motion to approve item 4B, seconded by Councilmember Harris. The motion passed 4-0.

**5. PUBLIC HEARING AND ORDINANCES, FIRST READING:**

5A. Ordinance No. 2024-25. An Ordinance annexing a 13.08 tract of land into the Corporate Limits of the City of Kerrville, Texas; such property generally located adjacent to Cypress Creek Road and on the Southeast corner of the road and Loop 534; the property more specifically described in the Ordinance and being located within the extraterritorial jurisdiction of and adjacent to the City Limit; adopting a Service Agreement; establishing the zoning for the annexed property as a Multifamily Residential Zoning District (R-3); and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2024-25 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Pro Tem Hughes opened the public hearing at 6:43 p.m.

No person(s) spoke.

Mayor Pro Tem Hughes closed the public hearing at 6:44 p.m.

Councilmember Sigerman made a motion to approve Ordinance No. 2024-25 on first reading, seconded by Councilmember McKinney. The motion passed 4-0.

5B. Ordinance No. 2024-26. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of an approximate 7.83 tract of land and generally located on the Southeast corner of the intersection of Loop 534 and Cypress Creek Road (FM 1341); from an Agriculture Zoning District (AG) to a Multifamily Zoning District (R-3); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2024-26 caption into record.

Drew Paxton provided information and responded to questions.  
Mayor Pro Tem Hughes opened the public hearing at 6:45 p.m.  
The following person(s) spoke:

- George Baroody

Mayor Pro Tem Hughes closed the public hearing at 6:47 p.m.

Councilmember Sigerman made a motion to approve Ordinance No. 2024-26 on first reading, seconded by Councilmember Harris. The motion passed 4-0.

5C. Ordinance No. 2024-27. An Ordinance amending Ordinance Nos. 2001-23 and 2016-05, which created and later amended, respectively, a Planned Development District (PDD) pursuant to the City's Zoning Code; by changing the zoning of Lot 1, Block 2, Kerrville Airport Commerce Park Phase 1, a Subdivision within the City of Kerrville, Texas; the property more commonly known as 101 Airport Commerce Parkway; from being a part of the PDD to a Light Commercial (C-2) Zoning District; ordering publication; and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2024-27 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Pro Tem Hughes opened the public hearing at 6:49 p.m.

No person(s) spoke.

Mayor Hughes closed the public hearing at 6:49 p.m.

Councilmember McKinney made a motion to approve Ordinance No. 2024-27 on first reading, seconded by Councilmember Sigerman. The motion passed 4-0.

#### **6. ORDINANCE(S), FIRST READING:**

6A. Ordinance No. 2024-28. An Ordinance approving a project and financing plan for Tax Increment Reinvestment Zone Number Two, City of Kerrville, Texas; making findings related to such plan; providing for severability; and providing an effective date.

Shelley McElhannon read Ordinance No. 2024-28 caption into record.

Michael Hornes provided information and responded to questions.

Councilmember Sigerman made a motion to approve Ordinance No. 2024-28 first reading, seconded by Councilmember McKinney. The motion passed 4-0.

#### **7. CONSIDERATION AND POSSIBLE ACTION:**

7A. Economic Development Incentive Agreement between the City of Kerrville, TX and the Bluewood Hillside Heights, LP.

Michael Hornes provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Mike Hayes provided clarification.

Councilmember Sigerman made a motion to approve the Economic Development Incentive Agreement, and a 10 year tax rebate in an amount not to exceed \$520,000, seconded by Councilmember McKinney. The motion passed 4-0.

7B. Amendment to Design-Build Agreement between the City of Kerrville, TX and Marksman General Contractors, LLC, for the project to redevelop the A.C. Schreiner House and Grounds, for a contract amount not to exceed \$5,250,000.

Michael Hornes provided information and responded to questions.

Councilmember Harris made a motion to approve the Marksman Guaranteed Maximum Price proposal, seconded by Councilmember Sigerman. The motion passed 4-0.

**8. BOARD APPOINTMENTS:**

8A. Board appointment to the Recovery Community Coalition.

Councilmember Sigerman made a motion to appoint Ryan Acosta as a member, seconded by Councilmember McKinney. The motion passed 4-0.

**9. EXECUTIVE SESSION:** Executive Session was not called nor convened.

9A. Economic Development Incentive Agreement between the City of Kerrville, TX and the Bluewood Hillside Heights, LP 551.074, 551.087. Item not discussed.

9B. Post Hole Ventures, LLC vs City of Kerrville, TX, Cause No. SA21CA0980XR, United States District Court for the Western District of Texas, San Antonio Division 551.071. Item was not discussed.

**10. ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.** None

**11. ITEM(S) FOR FUTURE AGENDAS:** None

**ADJOURN.** The meeting adjourned at 7:08 p.m.

**APPROVED BY COUNCIL:** \_\_\_\_\_

APPROVED:

ATTEST:

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Brenda Hughes, Mayor Pro Tem

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Shelley McElhannon, City Secretary



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

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**CAPTION:** Ordinance No. 2024-29. An Ordinance amending Ordinance No. 2024-10, which, subject to conditions not having occurred, authorized the vacation, abandonment, and closure of all right, title, and interest in a segment of a public right-of-way known as Knapp Rd; but only to that portion of Knapp Rd located south of the Guadalupe River; amending such Ordinance by revising the conditions required to take final action to cause the vacation, abandonment, and closure. (*D Paxton, Director of Planning & Development*)

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/17/2024

**SUBMITTED BY:** Shelley McElhannon, City Secretary

**EXHIBITS:**

1. 20241022\_Ord 2024-29 Knapp Rd South River Amended

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**Expenditure:**

**Amount Budgeted:**

**Account Number:**

**Account Balance:**

**Payment to/Vendor**

**name:**

**Kerrville 2050 Item?**

**Key Priority Area:**

No

**SUMMARY:**

**RECOMMENDED ACTION:**

**CITY OF KERRVILLE, TEXAS**  
**ORDINANCE NO. 2024-29**

**AN ORDINANCE AMENDING ORDINANCE NO. 2024-10, WHICH, SUBJECT TO CONDITIONS NOT HAVING OCCURRED, AUTHORIZED THE VACATION, ABANDONMENT, AND CLOSURE OF ALL RIGHT, TITLE, AND INTEREST IN A SEGMENT OF A PUBLIC RIGHT-OF-WAY KNOWN AS KNAPP RD; BUT ONLY TO THAT PORTION OF KNAPP RD LOCATED SOUTH OF THE GUADALUPE RIVER; AMENDING SUCH ORDINANCE BY REVISING THE CONDITIONS REQUIRED TO TAKE FINAL ACTION TO CAUSE THE VACATION, ABANDONMENT, AND CLOSURE**

**WHEREAS**, Knapp Rd. is a street within the City of Kerrville, Texas, and currently exists on both sides of the Guadalupe River; and

**WHEREAS**, City Council annexed the segment of Knapp Rd. that exists on the south side of the Guadalupe River on or about October 23, 2018, referred to herein as the “Knapp Rd. Segment”; and

**WHEREAS**, the property owner who owns a portion of the property that the Knapp Rd. Segment extends across previously applied to the City for the City to vacate, abandon, and close this right-of-way (the “Applicant”); and

**WHEREAS**, City Council held a public hearing on April 9, 2024, as advertised in a newspaper of general circulation and on the City’s website, to consider public comments regarding the Applicant’s request to vacate, abandon, and close the Knapp Rd. Segment; and

**WHEREAS**, since the adoption of Ordinance 2024-10, the Applicant has attempted to negotiate for the provision of an alternative access way to the only remaining private property owner using the Knapp Rd. Segment (Owner), such access to be built by the Applicant in accordance with applicable City laws and to thereafter be maintained by the Applicant; and

**WHEREAS**, the Applicant has failed to reach an agreement with the Owner, and as such, now seeks an amendment to the conditions specified in Ordinance No. 2024-10, to both meet the lawful access rights of the Owner and following such, to move forward with the actions to fully vacate, abandon, and close the Knapp Rd. Segment;

**WHEREAS**, City Council, acting pursuant to state law, once again finds it in the public interest and advisable to vacate, abandon, and close the Knapp Rd.

Segment, subject to those unamended and remaining limitations and conditions specified in Ordinance No. 2024-10 and in accordance with the amendment below;

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

**SECTION ONE.** The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

**SECTION TWO.** Section Five of Ordinance No. 2024-10 is amended and replaced in its entirety as follows:

**“SECTION FIVE.** The following conditions precedent to the vacation, abandonment, and closure shall apply and be part of the consideration for the action authorized by this Ordinance:

A. In compliance with Chapter 82 of the City's Code of Ordinances (the Subdivision Code), the Applicant, Applicant's successor in interest, or a combination thereof, shall submit a subdivision plat to the City, said plat absorbing all of the Knapp Rd. Segment into the underlying properties. No plat will impair the rights retained by City pursuant to Section Four, above, if any, unless in the course of platting, the Applicant, Applicant's successor in interest, or a combination thereof, at its own expense, otherwise accounts for those rights according to the City's regulations. Further, the plat shall note such previously established rights, if any. Finally, and if not previously accomplished another way, the plat shall convey a river trail easement to the City in the general vicinity of and aligned with the Knapp Rd. Segment.

B. Pursuant to the Subdivision Code and the process of receiving approval for the plat from the City and prior to recording the plat, the Applicant, Applicant's successor in interest, or a combination thereof, shall construct a street to the property consisting of that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 7.85 acres, more or less, out of Joseph S. Anderson Survey No. 141, Abstract No. 2, in Kerr County, Texas; more particularly described in **Exhibit C**. Such street shall be designed, constructed, and thereafter dedicated to the public as an alternative, equivalent access way to this property.”

**SECTION THREE.** The provisions of this Ordinance are to be cumulative of all other Ordinances or parts of Ordinances, including Ordinance No. 2024-10, governing or regulating the same subject matter as that covered herein; provided, however, that all prior Ordinances or parts of Ordinances, including Ordinance No. 2024-10, 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.** This Ordinance shall become effective immediately after its second reading and final passage.

**PASSED AND APPROVED ON FIRST READING**, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

**PASSED AND APPROVED ON SECOND AND FINAL READING**, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
Joe Herring, Jr., Mayor

APPROVED AS TO FORM:



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

ATTEST:

\_\_\_\_\_  
Shelley McElhannon, City Secretary

## EXHIBIT C

12-8067

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 FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: December 12, 2012

Grantor: GARY B. HOLLOWAY, Successor Trustee of The Gale & Urcel Holloway Family Trust, dated December 27, 2006

Grantor's Mailing Address:

3171 Rose Ave  
San Luis Obispo, CA  
93401

Grantee: JAMES A. BUILTA and SUSAN M. CORY

Grantee's Mailing Address:

1520 S. Kerrville, 32101 Duval St.  
Kerrville, Texas 78028 Austin, TX 78705  
Travis Kerr County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of The Gale & Urcel Holloway Family Revocable Trust, dated December 27, 2006 in the principal amount of FOUR HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$420,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of The Gale & Urcel Holloway Family Revocable Trust, dated December 27, 2006 and by a first-lien deed of trust of even date from Grantee to Greg Richards, Trustee.

Property (including any improvements):

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being 7.85 acres, more or less, out of Joseph S. Anderson Survey No. 141, Abstract No. 2, in Kerr County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by this reference.

Reservations from Conveyance: None

FILED BY AND RETURN TO:  
33875  
{ PAGE \\* MERGEFORMAT } KERR COUNTY ABSTRACT & TITLE CO.  
712 Earl Garrett Street  
Kerrville, Texas 78028

**Exceptions to Conveyance and Warranty:**

1. Standby fees, taxes and assessments for 2012 and all subsequent years.
2. Visible and/or apparent roadways or easements over or across the subject property.
3. Easement to LCRA dated November 4, 1941, recorded in Volume 68, Page 602, Easement Records of Kerr County, Texas, and as shown on survey dated August 19, 2010, by Don W. Voelkel, Registered Professional Land Surveyor No. 3990.
4. Easement to LCRA dated December 8, 1947, recorded in Volume 4, Page 48, Easement Records of Kerr County, Texas and as shown on survey dated August 19, 2010, by Don W. Voelkel, Registered Professional Land Surveyor No. 3990.
5. Easement to LCRA dated July 6, 1978, recorded in Volume 10, Page 184, Easement Records of Kerr County, Texas.
6. 10 ft. wide road easement dated July 24, 1979, from Sidney Bacon and Dan Bacon to C.A. Sneed, recorded in Volume 224, Page 409, Deed Records of Kerr County, Texas, and as shown on survey dated August 19, 2010 by Don W. Voelkel, Registered Professional Land Surveyor No. 3990.
7. Property lying inside the fenceline, but outside the property line on the northeast property line, as shown on survey dated August 19, 2010, by Don W. Voelkel, Registered Land Surveyor No. 3990.
8. Rights and claims on adjoining owners, if any, to that portion of the Property lying outside interior fence(s), as shown on survey dated August 19, 2010, by Don W. Voelkel, Registered Professional Land Surveyor No. 3990.
9. Asphalt driveway lies within 20 foot of roadway easement as shown on survey dated August 19, 2010, by Don W. Voelkel, Registered Professional Land Surveyor No. 3990.
10. Easements and all matters as shown on survey dated August 19, 2010, by Don W. Voelkel, Registered Professional Land Surveyor No. 3990.
11. Property lies within Knapp Road as shown on survey dated August 19, 2010, by Don W. Voelkel, Registered Professional Land Surveyor No. 3990.

Grantor, for the Consideration and subject to the Reservations from Conveyance and 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

{ PAGE \\* MERGEFORMAT }

it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

*Gary B. Holloway, TEE*  
GARY B. HOLLOWAY, Successor Trustee of  
The Gale & Urcel Holloway Family Trust, dated  
December 27, 2006

STATE OF TEXAS

COUNTY OF KERR

This instrument was acknowledged before me on Dec. 12, 2012, GARY B. HOLLOWAY, Successor Trustee of The Gale & Urcel Holloway Family Trust, dated December 27, 2006.



*Jodie Tilmon*  
Notary Public, State of Texas  
My commission expires:



Filed by and Return to:  
Kerr County Abstract & Title Company

Prepared in the Law Offices of



280 Thompson Drive  
Kerrville, Texas 78028

{ PAGE \\* MERGEFORMAT }

Being all of a certain tract or parcel of land out of Joseph S. Anderson Survey No. 141, Abstract No. 2, in Kerr County, Texas; part of the land described as 9.48 acres, in an Assumption Quitclaim Deed from Dan Wallace Bacon to Sidney Barry Bacon executed the 7th day of July, 1986 and recorded in Volume 382 at Page 400 of the Real Property Records of Kerr County, Texas; and being more particularly described by notes and bounds as follows:

Beginning at an existing 4" iron stake near the center of Knapp Road, a public road easement, for the south corner of the herein described tract, in the common line between said 9.48 acres and 10 acres, conveyed to David J. Copeland, at ux, from John D. Noble, at ux, by a Warranty Deed executed the 3rd day of October, 1975 and recorded in Volume 182 at Page 639, the east corner of 0.65 acre conveyed to C. A. Snood, at ux, from Sidney Bacon, et vir, by a Warranty Deed executed the 16th day of July, 1979 and recorded in Volume 224 at Page 409, both recordings in the Deed Records of Kerr County, Texas;

THENCE, upon, over and across said 9.48 acres along the northeast line of said 0.65 acre, N.66°03'08"W. 196.18 ft. to an existing 4" iron stake at the north corner of said 0.65 acre, the east corner of 0.84 acre conveyed to Ruth Thompson from Grady A. West, et ux, by a Warranty Deed executed the 19th day of October, 1966 and recorded in Volume 126 at Page 706 of the Deed Records of Kerr County, Texas;

THENCE, along the common line between said 9.48 acres and said 0.84 acre: N.56°01'37"W. 103.70 ft. to a 4" iron stake; N.81°16'06"W. 116.42 ft. to an existing 4" iron pipe; and S.89°14'25"W. 54.86 ft. to a 4" iron stake set for the west corner of the herein described tract, the westerly common corner of said 9.48 acres and said 0.84 acre, in the east line of 12.5 acres conveyed to William Coonen Dougherty, at ux, from Dwight R. Knapp by a Warranty Deed executed the 3rd day of September, 1969 and recorded in Volume 140 at Page 197 of the Deed Records of Kerr County, Texas;

THENCE, with or near a fence along the common line between said 9.48 acres and said 12.5 acres: N.23°38'15"E. 341.77 ft. to an anglepost; and N.46°31'01"E., at 233.03 ft. passing a fence endpoint, then continuing not along a fence, at 340.00 ft. passing a 4" iron stake set for reference, then continuing for a total distance of 551.30 ft. to an unmarked point in the waters of the Guadalupe River for the north corner of the herein described tract, the west corner of 0.3 acre conveyed to the Upper Guadalupe River Authority from Sidney Bacon, et vir, by a Warranty Deed executed the 6th day of July, 1978 and recorded in Volume 214 at Page 499 of the Deed Records of Kerr County, Texas;

THENCE, upon, over and across said 9.48 acres along the southwest line of said 0.3 acre, S.62°43'52"E. 376.34 ft. to an unmarked point in the waters of said Guadalupe River for the east corner of the herein described tract in the common line between said 9.48 acres and said 10 acres;

THENCE, along the common line between said 9.48 acres and said 10 acres, S.46°29'17"E., at 31.60 ft. passing a 4" iron stake set for reference, then northwest of and converging with a fence, at 202.34 ft. passing a fence cornerpost in the occupied northwest right-of-way line of said Knapp Road, then upon, over and across said Knapp Road, approximately along its centerline for a total distance of 646.68 ft. to the PLACE OF BEGINNING containing 7.83 acres of land, more or less, within these notes and bounds.

FILED AND RECORDED  
At 1:32 o'clock P.M.  
STATE OF TEXAS  
COUNTY OF KERR

DEC 20 2012

I hereby certify that this instrument was filed in the file number  
on the date and time stamped herein by me and was de-  
posited in the Official Public Records of Kerr County, Texas  
at the office of Kerr County Clerk  
for record.

Exhibit "A"



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

---

**CAPTION:** Public Improvement Participation Agreement with Crenwelge LLC for the widening of a portion of Cailloux Blvd. (*M Hornes, Assistant City Manager*)

**AGENDA DATE:** October 22, 2024

**DATE SUBMITTED:** 10/11/2024

**SUBMITTED BY:** Kelly Hagemeier, Executive Office Coordinator

**EXHIBITS:**

1. 20241022\_Pip Agreement Cailloux Blvd\_Crenwelge

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**Expenditure:**

**Account Number:**

**Payment to/Vendor  
name:**

**Amount Budgeted:**

**Account Balance:**

**Kerrville 2050 Item?**

No

**Key Priority Area:**

**SUMMARY:**

**RECOMMENDED ACTION:**

STATE OF TEXAS

§

COUNTY OF KERR

§  
§

PUBLIC IMPROVEMENT PARTICIPATION  
AGREEMENT

This Public Improvement Participation Agreement (Agreement) is made by and between the **City of Kerrville, Texas** (City), a Texas home rule municipality, and **Crenwelge, LLC** (Developer), a Texas limited liability company. Collectively, City and Developer are referred to herein as "the Parties", each acting by and through their duly authorized representatives.

**R E C I T A L S:**

**WHEREAS**, City has identified a portion of Cailloux Boulevard (the Roadway Segment) as needing widening so as to support the current and future development within the area; and

**WHEREAS**, Developer is the owner of the Developer Property (as defined below), which fronts the Roadway Segment, and desires to develop or sell the Developer Property; and

**WHEREAS**, Developer has advised City that the present condition of the Roadway Segment is creating an impediment to development of the Developer Property; and

**WHEREAS**, City has advised Developer that Developer's financial participation in the cost of design and construction of the Project (as defined below) would serve as an incentive to City to proceed with the design and construction of the Project; and

**WHEREAS**, Developer desires to provide such an incentive;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term; Termination**

The term of this Agreement shall commence on the Effective Date and shall continue until the Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

## **Article II** **Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City Manager” means City’s City Manager, or designee.

“Construction Cost” means solely (a) fees and reimbursed expenses paid by City relating to the design of the Project and preparation of the plans and specifications for construction of the Project; (b) the contracted price between City and its contractor for construction of the Project; and (c) fees and reimbursed expenses relating to materials testing.

“Developer Property” means the real property described as Lot 1, Block A, Bluewood Subdivision, a subdivision to the City of Kerrville, Kerr County, Texas, according to the plat thereof, which the City’s Planning and Zoning Commission has approved on or about September 5, 2024, and which is pending recording in the Plat Records, Kerr County, Texas.

“Effective Date” means the date this Agreement has been signed by authorized representatives of all of the Parties.

“Force Majeure” means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, or work stoppages.

“Project” means the widening of approximately 400 linear feet of the Roadway Segment to match the width of Cailloux Boulevard as it begins at Holdsworth Boulevard and intersects with Home Run Drive, such widening in compliance with City specifications and to include curbs, gutters, and sidewalks, and pursuant to the Opinion of Probable Cost, as attached at **Exhibit A**.

## **Article III** **Design and Construction**

**3.1 Improvements to be Constructed.** Subject to the terms and conditions set forth herein, City agrees to cause and be solely responsible for the design and construction of the Project, including engaging all professionals and contractors necessary to accomplish the Project. Notwithstanding this Agreement,

City agrees to at no time to represent that Developer is a party to any agreement with any third party engaged by City to perform work related to the design and/or construction of the Project.

**3.2 Developer Cost Participation.** Developer agrees to pay City, as specified herein, \$60,000.00 (Developer Participation Funds) for the Project. City shall use the Developer Participation Funds solely for its payment of costs related to the design and construction of the Project. Not later than ten (10) days after its receipt of written notice from City, Developer agrees to pay to City the amount of \$30,000.00, such payment to occur prior to City proceeding with any more work toward the Project. Thereafter, following City's completion of the Project and opening it for public use, Developer, following written notice from City, shall pay City an additional amount of \$30,000.00 not later than ten (10) days after its receipt of such notice. Notwithstanding the final costs incurred by City of the design and construction of the Project, Developer's maximum financial responsibility for the Project pursuant to this Agreement shall be \$60,000.00.

**3.3 No Ownership in the Improvements or Other Property.** Notwithstanding Developer's payment of the Developer Participation Funds, Developer understands and agrees that Developer will obtain no right, title, or interest in the Project.

**3.4 Refund of Developer Participation Funds.** If City has failed to commence construction of the Project on or before the first anniversary of Developer's payment of the initial amount of the Developer Participation Funds to City, City agrees to refund this portion of the Developer Participation Funds to Developer, in which case this Agreement shall terminate and neither Party shall be obligated to the other thereafter.

## **Article IV** **Miscellaneous**

**4.1 Notices.** When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or on the date when placed, postage prepaid in the United States mail, certified return receipt requested, and addressed to the Parties at the address set forth below. A Party may designate from time to time another and different address for receipt of notice by giving notice of such change or address.

**If intended for Developer to:**

Crenwelge, LLC  
Attn: Dale Crenwelge  
527 State Hwy 27  
Comfort, Texas 78013-2123

**In intended for City to:**

City of Kerrville, Texas  
Attn: City Manager  
City Hall, 701 Main Street  
Kerrville, Texas 75013

**4.2 Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns.

**4.3 Assignment.** Developer shall not assign or transfer its rights or obligations under this Agreement in whole or in part to any other person or entity without the prior written consent of City, which consent will not be unreasonably withheld or delayed. Any assignment or transfer of any of the obligations under this Agreement by Developer will constitute an assumption by the assignee of such assigned obligations, without amendment, from and after the date of such assignment. Developer acknowledges and agrees that Developer shall remain responsible for the duties and obligations accruing to Developer prior to the date of any such assignment.

**4.4 Severability.** In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

**4.5 Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in a State Court of competent jurisdiction in Kerr County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

**4.6 Entire Agreement.** This Agreement embodies the entire Agreement between the Parties and supersedes all prior Agreements, understandings, if any, relating to the Property and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

**4.7 Recitals.** The Recitals to this Agreement are incorporated herein as part of this Agreement.

**4.8 Exhibit(s).** Each exhibit(s) to this Agreement is incorporated herein by reference for all purposes wherever reference is made to the same.

**4.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**4.10 Headings.** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

**4.11 Prohibition on Contracts with Companies Boycotting Israel.** Developer verifies the following per Section 2271.002, Texas Government Code:

- (a) Developer does not boycott Israel; and
- (b) Developer will not boycott Israel during the term of the Agreement.

**4.12. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization.** Developer verifies that Company is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

**4.20. Prohibition on Contracts with Companies Boycotting Energy Companies.** Developer verifies the following per Section 2276.002, Texas Government Code:

- (a) Developer does not boycott energy companies; and
- (b) Developer will not boycott energy companies during the term of the Agreement.

**4.21. Written Verification as to Firearm Entities.** Developer verifies the following per Section 2274.002, Texas Government Code:

(a) Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

(b) Developer will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

**4.22 Prohibition on Contracts with Companies Related to Certain Countries.** Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, Developer verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

**CITY OF KERRVILLE, TEXAS**

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Dalton Rice, City Manager

**ATTEST:**

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Shelley McElhannon, City Secretary

**APPROVED AS TO FORM:**



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Michael C. Hayes, City Attorney

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_, LLC

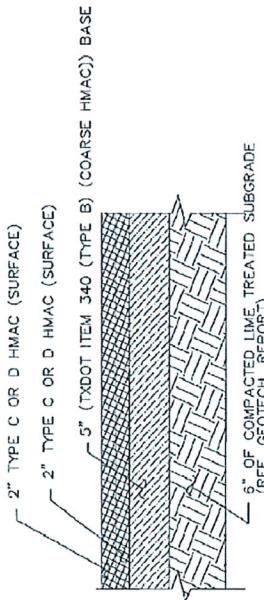
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**Exhibit A****OPINION OF PROBABLE COST**

PROJECT NAME: CAILLOUX BLVD REWORK  
ENGINEERING PROJECT NO: PW15-017

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Widening of approximately 400 linear feet of Calloux Blvd. Road section to match existing road.					
Material and Labor including all appurtenant work, complete in place, the following items					
1	DEMO OF CONCRETE CURB	800	LF	2.41	\$1,928.00
2	DEMO OF SIDEWALK	4000	SF	1.23	\$4,920.00
3	2" TYPE C OR D HMAC	1689	SY	\$15.91	\$26,871.99
4	2" TYPE C OR D HMAC	1689	SY	\$15.91	\$26,871.99
5	5" FLEXBASE	1955	SY	\$25.53	\$49,911.15
6	CONCRETE CURB & GUTTER	800	LF	\$31.75	\$25,400.00
7	CONCRETE SIDEWALK (5' WIDE)	444	SY	\$94.29	\$41,864.76
8	STREET EMBANKMENT	1777	CY	\$14.65	\$26,033.05
9	STREET EXCAVATION	1777	CY	\$22.39	\$39,787.03
				Total	\$243,587.97



1 NTS  
ASPHALT PAVEMENT SECTION (CAILLOUX BLVD & HOME RUN DR.)