

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, FEBRUARY 27, 2024, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

Kerrville will be a vibrant, welcoming and inclusive community that:

- *Respects and protects the natural environment that surrounds it;*
- *Seeks to attract economic growth and development;*
- *Provides opportunities for prosperity, personal enrichment and intellectual growth for people of all ages; and*
- *Does so while preserving the small-town charm, heritage, arts and culture of the community.*



Kerrville2050



CITY COUNCIL MEETING AGENDA
FEBRUARY 27, 2024 6:00 PM
CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



**Council Meeting Procedures, City Council and City Staff Safety,
And Citizen Participation Guidelines**

Citizens may view and hear City Council meetings on Spectrum Channel 2 or by live-streaming via the City's website (www.kerrvilletx.gov). City Council meetings are recorded and the recordings are posted on the City's website. Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meeting begin. Each speaker is limited to four minutes.

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!

CALL TO ORDER: *By Mayor Judy Eychner*

INVOCATION AND PLEDGE OF ALLEGIANCE: *Led by Councilmember Roman Garcia*

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** *Announcement of items of community interest, including expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognitions of city officials, employees, or other citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city officials or employees; and announcements involving imminent threats to the public health and safety of the city. No action will be taken.*
2. **PRESENTATIONS:**
 - 2.A Resolution by the State of Texas Senate designating the City of Kerrville as the 50th Music Friendly Texas Community by the Texas Music Office.
 - 2.B Kerrville Kindness Award: St. Peter's Episcopal Church *Hamburgers for the Hungry* ministry.
 - 2.C Proclamation recognizing March 2024 as the March for Meals month at the Dietert Center in Kerrville, Texas.
 - 2.D Life Saving Award Presentations- Officer Tyler Cottonware, Officer Dylan Myers, Telecommunications Specialist Karla Garcia.
 - 2.E Kerrville Fire Department Person of the Year Awards for Officer, Firefighter, and EMS.
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 fill out 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 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 Purchase of International Diesel Crew Cab 2-Ton Truck with service bed, in an amount not to exceed \$163,789.00 purchased from the HGACBuy Corporation for use by the City's Public Works Department.
Attachment: [20240109_Proposal_WarrenTrucksandTrailersTalcoTX.pdf](#)
- 4.B City Council workshop minutes February 13, 2024.
Attachment: [20240227_Minutes CC workshop 2-13-24.pdf](#)
- 4.C City Council meeting minutes February 13, 2024.
Attachment: [20240227_Minutes CC meeting 2-13-24.pdf](#)
- END OF CONSENT AGENDA.**

5. ORDINANCES, SECOND READING:

- 5.A Ordinance No. 2024-04, second reading. An Ordinance establishing an exemption from ad valorem (property) taxes for qualifying child-care facility properties pursuant to the authority in Section 11.36, Texas Tax Code.
Attachment: [20240227_Ord 2024-04 Childcare facility prop-tax exemption 2nd reading.pdf](#)
- 5.B Ordinance No. 2024-05, second reading. An Ordinance deleting Chapter 22, "Aviation", of the Code of Ordinances of the City of Kerrville, Texas; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.
Attachment: [20240227_Ord 2024-05 Delete Aviation 2reading.pdf](#)

6. CONSIDERATION AND POSSIBLE ACTION:

- 6.A Resolution No. 07-2024. A Resolution authorizing the sale of the property located at 505 Center Point Drive E., such property described as Lot 1, Oak View Estates, a subdivision out of the Benjamin B. Peck Survey No. 51, Abstract No. 266, and consisting of approximately 17.68 acres; and authorizing the City Manager to execute the documents necessary to complete this sale.
Attachments: [20240227_Reso 07-2024 Prop Sale 505 Center Point Dr.pdf](#)
[20240227_Contract sale of 505 Center Point Dr.pdf](#)
[20240227_Agreement Real Estate listing 505 Center Point Dr.pdf](#)

7. INFORMATION & DISCUSSION:

- 7.A Financial Report for month ending January 31, 2024.
- 7.B Annual Financial Report for Reinvestment Zone Number One, City of Kerrville, Texas (TIRZ #1).
Attachment: [20240227_Report TIRZ 1 Annual report.pdf](#)

8. BOARD APPOINTMENTS:

- 8.A Appointment to the Kerrville Public Utility Board of Trustees, position #1. (This item is eligible for Executive Session 551.074).

- 9. EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss items listed above if items meet qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code. City Council also reserves the right to meet in executive session on the following issue(s):*

- 9.A Appointment to the Kerrville Public Utility Board of Trustees, position #1. (551.074).

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

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

ADJOURN.



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

SUBJECT: Resolution by the State of Texas Senate designating the City of Kerrville as the 50th Music Friendly Texas Community by the Texas Music Office.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 22, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

On October 19, 2023, the State of Texas Senate recognized the City of Kerrville as the 50th Music Friendly Texas Community by the Texas Music Office.
A dedication event was held on October 26, 2023, and the Senate would like to present an official resolution.

RECOMMENDED ACTION:

Presented to the City by Senator Pete Flores.



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

SUBJECT: Kerrville Kindness Award: St. Peter's Episcopal Church *Hamburgers for the Hungry* ministry.

AGENDA DATE OF: February 27, 2024

DATE SUBMITTED: February 5, 2024

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The City of Kerrville recognizes and honors individuals or entities for acts of kindness.

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Proclamation recognizing March 2024 as the March for Meals month at the Dietert Center in Kerrville, Texas.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 15, 2024

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

The City of Kerrville recognizes March 2024 as the Kerrville Dietert Center's March for Meals month.

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Life Saving Award Presentations- Officer Tyler Cottonware, Officer Dylan Myers, Telecommunications Specialist Karla Garcia.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 16, 2024

SUBMITTED BY: Chris McCall, Police Chief

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Presentation of Life Saving Award to Officer Tyler Cottonware and Officer Dylan Myers for their efforts in extracting and beginning life saving treatment to a citizen that suffered a medical emergency and crashed his vehicle. The efforts of Cottonware and Myers contributed to the ultimate resuscitation of the citizen.

Presentation of a Life Saving Award to Telecommunications Officer Karla Garcia. Garcia answered a 911 call and provided life saving instructions for the Heimlich Maneuver to the caller that enable a choking victims airway to be cleared.

RECOMMENDED ACTION:

No Action.



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

SUBJECT: Kerrville Fire Department Person of the Year Awards for Officer, Firefighter, and EMS.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 16, 2024

SUBMITTED BY: Eric Maloney, Fire Chief

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

The Kerrville Fire Department is recognizing the outstanding persons of the year for 2023. The awards are for the Officer of the Year, Firefighter of the Year, and EMS Person of the Year.

RECOMMENDED ACTION:

Chief Maloney will present the commendations. No Council action required.



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

SUBJECT: Purchase of International Diesel Crew Cab 2-Ton Truck with service bed, in an amount not to exceed \$163,789.00 purchased from the HGACBuy Corporation for use by the City's Public Works Department.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** January 18, 2024

SUBMITTED BY: David Barrera, Assistant Director of Public Works

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$148,899.00	157818.18	150000.00	19-1903-5200

PAYMENT TO BE MADE TO: Santex/Kyrish Truck Center of Austin

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

This unit is essential to maintain the water system and the repair of broken water mains. It will replace a 2011 unit due for replacement.

Regarding contract and pricing: The company Santex Truck Centers, Ltd is the company which the unit will be purchased, and Santex is the parent company of Kyrish and Longhorn International Trucks Ltd. The company Warren Truck and Trailer, LLC is the vendor for the body of the unit.

The warranty is standard for purchased units of this type to include manufacturers warranty. The delivery date is expected to be Spring of 2025 (exact dates are uncertain due to supply shortages).

RECOMMENDED ACTION:

Approve Purchase.

ATTACHMENTS:

[20240109_Proposal_WarrenTrucksandTrailersTalcoTX.pdf](#)



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

HT06-20

Date
Prepared:

1/9/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548 and to Contractor.

Buying Agency:	City of Kerrville	Contractor:	Santex Truck Centers, Ltd.
Contact Person:	Bill Bluemel	Prepared By:	Carlos Weeber
Phone:	830-258-1415	Phone:	713-933-2396
Fax:		Fax:	
Email:	bill.bluemel@kerrvilletx.gov	Email:	cweeber@kyrishtrucks.com

Product Code:	HT06-20F10	Description:	HV607, Conv. Cab, SBFA,SRA
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 74420

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
1570 Tow Hooks	84	7BLV Exhaust System	1151
1ANA Axle Config.	455	8518 Cigar Lighter	45
2ARW Front Driving Axle	273	8HAB Body Builder Wiring	100
3ADC Front Suspension	67	8MSG Battery System	103
4091 Brake System Air	542	8RGA 2 Way Radio Wiring Effects	211
4EBD Wabco Air Dryer	497	8RPT Radio AM/Fm/WB/ Clock	368
4VKC Air Dryer Location	50	8THB Back up Alarm	120
4WBX Dust Shields Front	35	8TKB Super 44 LED Lights	191
4WDM Dust Shields Rear	70	8TMG Trailer Connection Socket	439
4WZJ Air Tank Location	288	8WGL Windshield Wiper Speed Control	42
5708 Tilting Steering Column	125	Subtotal From Additional Sheet(s):	58318
6DGC Driveline System	612	Subtotal B:	64186

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Customer Required Published & Unpublished Options for			
Service Truck Operation	9293	Subtotal From Additional Sheet(s):	
		Subtotal C:	9293

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 7%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	147899	=	Subtotal D:	147899
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 148899

8WPZ	Test Exterior Lights	42
8WRB	Headlights on with wipers	42
8WTK	Starting Motor	193
8XDU	Battery Box	461
8XHC	Parking Brake Alarm	42
9WAC	Bug Screen	131
10WCY	Safety Triangles	47
12EYX	Engine Diesel Cummins L9	9404
12VBB	Dual Element Air Cleaner	108
12WVG	EPA Idle Complaiance	97
13BCS	Trans. Automatic Allison 3000 RDS	6476
13WET	Trans. Shift Control	50
13WLP	Synthetic Trans Oil	203
14051	Axle Rear Single	1157
14VAH	Suspension Rear Single	169
14WMG	Synthetic Rear Axle Lube	198
15SXJ	Fuel Tank	342
15WCN	DEF Tank	178
16CAB	Extended Cab	5597
16HGH	Oil Temp Gauge - Allison	48
16HHE	Air Cleaner Rest. Gauge	30
16RPV	Passenger Seat	508
16SMV	Seat Rear Bench	980
16WLS	Fresh Air Filter	76
16WSL	Convex Hood mirrors	213
27DUK	Wheels Front	84
28DUK	Wheels Rear	127
60AAG	Remote Power Module	790
60ABE	Body Intg	25
	Sub Total	27818
	Warren Body Quote # 14974	30500
	Total	58318



Quote WTTLLC00014974 Page 1 of 4 Date 12/6/2023

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
LONGHORN INTERNATIONAL TRUCKS LTD. P.O. BOX 6260 AUSTIN TX 78762	LONGHORN INTERNATIONAL TRUCKS LTD. 5010 BURLESON RD AUSTIN TX 78744	RICHARD WOERNDAL (512) 389-1111 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		LON702	CHRIS	DELIVERED	Net30	0/0/0000	10,023,423
QTY	Item Number	Description	UOM	Unit Price	Ext. Price		
1	SERVICE BODY	E SERIES SERVICE BODY - E84DW94 Q-14974 CITY OF KERRVILLE EQUIPMENT SERVICE BODY MODEL #: E84DW94 Length: 132" Width: 94" Height: 44" Compartment Depth: 20" Floor Line: 27" Fender Openings: Large "C" Series - LFO-1 Fender Flairs: Rubber Roll Crown Mount Kit: E Series for Straight Frame Chassis 60"-120" Body Sides: 14 ga A40 Galvanized Steel Floor: 1/8" Medium Pattern Treadplate Understructure: 4" X 5.1# Front and Rear Crossmembers Crossmembers: 4" 10 ga Formed Longmembers: Three Full Length 12 ga Runners: 1/2" X 3" Flatbar	Each	\$29,850.00	\$29,850.00		
1	BODY SPEC CONTINUED	Doors: 14 ga Outer Panel - 18 ga Inner Panel w/ Positive Contact to Seals. Latches: Stainless Steel Paddle Rotary Latches Hinges: Stainless Steel with 5/16" Rod Door Retainers: Spring Loaded with Chain Supports (Removable to allow 180 degree opening) Shelves: 16 ga - Removable and Repositionable with Dividers and Material Hook Bar (3 Hooks) Tailgate: 11-1/2" High - Center Latch Body Undercoated: Yes Compartment Lights: Yes - Part # BLTKLED84 IP 65 LED Strip Lights w/ Door Switches BUYERS TOPSIDER 96" TOOLBOX BUYERS PART # 1702860	Each	\$0.00	\$0.00		
1	TOOLBOX	DUAL DOOR TOP SIDER TOOLBOX 16" X 13" X 96"	Each	\$0.00	\$0.00		



Quote WTTLLC00014974 Page 2 of 4 Date 12/6/2023

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Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		LON702	CHRIS	DELIVERED	Net30	0/0/0000	10,023,423	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
1	LIGHTS	Locking T-Handle Latches White Paint Mounted D/S - Doors Open to Inside Body Mounted Flush with the Rear of Body Flush with Inside of Driver Side Boxes allowing Doors to open Fully. See Photos				Each	\$0.00	\$0.00
		LED Lights and Harness RKI LTK LED2 Flush Mount Light Kit with Lite Mount Brackets Compartment Lights: YES - With Door Switches Stobes: Maxima Surface Mount Amber Stobes On Rear of Body Above STT/Reverse Lights - Part #: M20484YCL-DC Buyers 49" Amber Light Bar Mounted on Headache Rack with (8) Amber Modules - Part #: 888930492 WIRE REAR STROBES AND LIGHT BAR TO SINGLE SWITCH. Tag Light and Liscense Plate Below STT/Reverse Lights on D/S Rear of Body. See Photos.						
1	CAB GUARD	WARREN FABRICATED CAB RACK FABRICATED CAB GUARD 2" SQUARE TUBING W/ LIGHT BAR MOUNTING BRACKETS FOR 49" LIGHT BAR TOP HORIZONTAL - FULL WIDTH MIDDLE HORIZONTAL - ABOVE CAB WINDOW BETWEEN VERTICAL BRACES BOTTOM HORIZONTAL - FULL WIDTH				Each	\$0.00	\$0.00
1	TOW PACKAGE	SEE PHOTOS Pintle Plate: 1" - SQUARE PLATE Pintle Hitch: 50 Ton SWIVEL - BUYERS BP880 - 29" GROND TO CENTER OF HITCH Receiver Tube: 2" MOUNTED BELOW HITCH - TOP OF TUBE 22" ABOVE THE GROUND Glad Hands: Yes THROUGH PLATE - TOP LEFT OF PLATE				Each	\$0.00	\$0.00



Quote WTTLLC00014974 Page 3 of 4 Date 12/6/2023

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Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		LON702	CHRIS	DELIVERED	Net30	0/0/0000	10,023,423
QTY	Item Number	Description	UOM	Unit Price	Ext. Price		
		D Rings: Yes - MOUNTING HEIGHT - CENTER OF HITCH Tow Hooks: No Electric Plug: 7 Way - 6 WAY PLUG - 7 WAY RV PLUG - SINGLE POLE AUX POWER PLUG Pup Rigging: No ALL TRAILER ELECTRICAL PLUGS MOUNTED TOP LEFT OF PLATE SEE PHOTO					
1	AUXILARTY PLUG	PHILLIPS SINGLE POLE SOCKET MOUNTED ON PINTLE PLATE - LEFT OF HITCH PHILLIPS PART #: 15320 WIRE PLUG TO BATTERY ON 50 AMP AUTO RESET CIRCUIT BREAKER. - BUYERS # CB50 SEE PHOTO	Each	\$0.00	\$0.00		
1	BRAKE CONTROLLER	12 V ELECTRIC BRAKE CONTROLLER BUYERS BC2A WIRED TO 6 WAY ROUND AND 7 WAY RV PLUGS.	Each	\$0.00	\$0.00		
1	REAR BUMPER	FABRICATED TREAT PLATE REAR BUMPER 3/16" TREAD PLATE TOP SURFACE DUAL BUMPERS LEFT AND RIGHT SIDES OF BODY - TAPERED IN ON 45 DEGREE ANGLE TO EACH SIDE OF PINTLE PLATE. SEE PHOTO.	Each	\$0.00	\$0.00		
1	WATER CAN HOLDER	BUYERS 5 GAL WATER COOLER MOUNT STEEL WATER COOLER HOLDER - FITS 5 GALLON WATER COOLER BUYERS PART #: 5201005 MOUNTED REAR OF BODY ON PASSENGER SIDE - BELOW STT AND REVERSE LIGHTS GUSSET SUPPORT TO REAR BUMPER. SEE PHOTO	Each	\$0.00	\$0.00		
1	PIPE VISE	RIDGID 40210 Model BC610 Top Screw Bench Chain Vise, Bench Vise for 1/4" to 6" Pipe and Tubing, 11x11x7, Red	Each	\$0.00	\$0.00		



Quote WTTLLC00014974 Page 4 of 4 Date 12/6/2023

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Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		LON702	CHRIS	DELIVERED	Net30	0/0/0000	10,023,423	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
1	DELIVERY	MOUNTED ON BUMPER - DRIVER SIDE				Each	\$0.00	\$0.00
		MOUNT SO PIPE SITS ABOVE REAR BUMPER SIDE TO SIDE.						
		DELIVER COMPLETED UNIT(S) TO KYRISH - LONGHORN AUTIN, TX						
		DELIVERY AND FUEL CHARGES SHOWN BELOW. (\$650.00)						

Quotation reviewed and accepted by:
(signed) _____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	\$29,850.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$650.00
Trade In Allowance	\$0.00
Total	\$30,500.00

Prepared For:

City of Kerrville
Bill Bluemel
310 McFarland Dr.
Kerrville, TX 78028-4449
(830)257 - 8000
Reference ID: ext cab

Presented By:

LONGHORN INT'L TRCKS LTD
Richard Woerndell
5010 Burleson Rd.
AUSTIN TX 78744 -
(512)389-1111

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Service Body
MISSION:	Requested GVWR: 33000. Calc. GVWR: 35000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 34.78% / 3.84% @ 55 MPH Calc. Geared Speed: 76.4 MPH
DIMENSION:	Wheelbase: 183.00, CA: 89.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Extended
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

INTERNATIONAL®**Vehicle Specifications
2025 HV607 SBA (HV607)**

January 09, 2024

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
HV60700	Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 89.90 CA, and 61.00 Axle to Frame.	\$121,554.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	\$455.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	\$0.00
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	\$0.00
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	\$273.00
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	\$67.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	\$542.00
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.	
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	\$0.00
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	\$497.00
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiN	\$0.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake	\$0.00
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	\$0.00
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic	\$0.00
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic	\$0.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	\$0.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	\$50.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	\$35.00
4WDA	DRAIN VALVE (3) Petcocks, for Air Tanks	\$0.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	\$70.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail	\$288.00
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	(\$1,633.00)
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	(\$1,424.00)
5708	STEERING COLUMN Tilting	\$125.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	\$0.00
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	\$612.00
7BEV	AFTERTREATMENT COVER Steel, Black	\$0.00
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	\$1,161.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	\$45.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	\$0.00
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn	\$100.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	\$103.00
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$211.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	\$0.00
8RPP	ANTENNA Shark Fin, Roof Mounted	\$0.00
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input	\$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light	\$191.00
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	\$439.00
8VAY	HORN, ELECTRIC Disc Style	\$0.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	\$461.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	\$0.00
8XHC	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner when Vehicle Park Brake is "NOT" Set, with Ignition "ON" or "OFF" and any Door Opened and Brake Pedal Released	\$42.00
8XNY	HEADLIGHTS Halogen	\$0.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	\$0.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	\$0.00
10WCY	SAFETY TRIANGLES	\$47.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)	\$9,404.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	\$0.00
	<u>Includes</u> : FAN Nylon	
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12VBB	AIR CLEANER Dual Element	\$108.00
12VJS	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	\$0.00
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control	\$0.00
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	\$97.00
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	\$0.00
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	\$0.00
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	\$6,476.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	\$0.00
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	\$0.00
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission	\$0.00
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.38	\$1,157.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	\$169.00
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	\$198.00
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	\$0.00
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	\$342.00
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$178.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	\$0.00
16CAB	CAB Conventional, Extended	\$5,597.00
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	\$0.00
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$0.00
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	\$508.00
16SMV	SEAT, REAR {National} BENCH; Full Width; Vinyl, with Fixed Mid Back	\$980.00
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	\$0.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	
16VKC	CAB INTERIOR TRIM Classic, for Extended Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16VLV	MONITOR, TIRE PRESSURE Omit	(\$996.00)
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00

INTERNATIONAL®**Vehicle Specifications
2025 HV607 SBA (HV607)**

January 09, 2024

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.	\$213.00
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	(\$367.00)
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	\$0.00
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	\$84.00
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	\$127.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	\$790.00
60ABE	BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)	\$25.00
7372135439	(2) TIRE, FRONT 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	\$0.00
7372135439	(4) TIRE, REAR 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	\$0.00
Total of Product Features		\$150,830.00
Services Section:		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	\$0.00
Total of Service Features		\$0.00
Total List Price Including Options:		\$150,830.00 (US DOLLAR)
1	Body: E Series Service Body - E84DW94 from Warren Truck and Trailer, see quote WTTLLC00014974 for details.	\$30,500.00
Total Body Allied:		\$30,500.00 (US DOLLAR)

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$147,898.62

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Authorized Signature

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



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

SUBJECT: City Council workshop minutes February 13, 2024.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 9, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

City Council workshop minutes February 13, 2024 at 4:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240227_Minutes CC workshop 2-13-24.pdf](#)

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

**FEBRUARY 13, 2024 4:00 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On February 13, 2024 at 4:00 p.m., the City Council workshop was called to order by Mayor Judy Eychner at City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Roman Garcia, Council Place 1
Jeff Harris, Council Place 2
Joe Herring Jr, Council Place 3
Brenda Hughes, Council Place 4/Mayor Pro Tem

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

Dalton Rice, City Manager	Stuart Barron, Executive Director
Mike Hayes, City Attorney	Julie Behrens, Director of Finance
Michael Hornes, Asst City Manager	Guillermo Garcia, Executive Director
Kim Meisner, Asst City Manager	Drew Paxton, Director of Planning
Shelley McElhannon, City Secretary	Charvy Tork, Director Information Services
Aaron Barnes, Chief Building Official	Trina Sanchez, Asst Building Official

VISITOR(S) 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. PUBLIC COMMENT:

The following person(s) spoke:

- William Rector

2. DISCUSSION, CONSIDERATION, POSSIBLE ACTION:

2A. Proposed adoption of the 2021 standardized building codes to include the International Building Code and International Residential Code, and the 2020 National Electrical Code.

Guillermo Garcia and Dalton Rice provided information and responded to questions. City Council directed staff to postpone consideration of the 2021 Codes, and focus on amendments for the 2018 Codes and the Property Maintenance Code.

2B. Citizens Academy.

Julie Behrens, Guillermo Garcia, and Dalton Rice provided information and responded to questions.

2C. Community Improvement Project dashboard.

Charvy Tork provided information and responded to questions.

Councilmember Roman Garcia motioned to convene Executive Session under 551.071 (consultation with attorney), seconded by Councilmember Jeff Harris. The motion passed 5-0. At 4:59 p.m., the open workshop recessed and Council convened into closed Executive Session.

3. EXECUTIVE SESSION:

3A. Action taken by Headwater Groundwater Conservation District with respect to the City's groundwater permit (551.071)

At 6:00 p.m., the closed Executive Session adjourned and the open workshop reconvened. No action taken during Executive Session.

4. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION IF ANY:** None

ADJOURN. The workshop adjourned at 6:00 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes February 13, 2024.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 9, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

City Council meeting minutes February 13, 2024 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240227_Minutes CC meeting 2-13-24.pdf](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
FEBRUARY 13, 2024 6:00 PM**

On February 13, 2024 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Brenda Hughes provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Judy Eychner, Mayor
Roman Garcia, Councilmember Place 1
Jeff Harris, Councilmember Place 2
Joe Herring, Jr., Councilmember Place 3
Brenda Hughes, Councilmember Place 4

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

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

Julie Behrens, Director of Finance
Stuart Cunyus, Public Information Officer
Guillermo Garcia, Executive Director
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director of Planning/Zoning

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:

Community announcements provided by Stuart Cunyus and Mayor Eychner.

2. PRESENTATION(S):

2A. Kerrville Kindness Award: Bikers Against Child Abuse, local chapter of BACA.

Mayor Eychner presented the Kerrville Kindness Award to the Bikers Against Child Abuse local chapter.

2B. Recognition of the Charter Review Commission members.

Mayor Eychner presented commendations of recognition to the 2023 Charter Review Commission members: Danny Almond, Brenda Craig, Jason Gilbreath, Chair Greg Richards, Vice-Chair Micheal Sigerman, Tim Summerlin, Sandra Yarbrough.

2C. Kerrville Police Department Team Member recognition.

Police Chief Chris McCall honored the Kerrville Police Departments' 2023 Team Members of the Year and presented recognitions: Civilian employee Mary Hernandez, Evidence Clerk; Supervisor of the Year Sergeant Jason Beard; and Officer of the Year Officer Jeff Robitaille.

3. VISITORS FORUM:

Mayor Eychner provided visitors three minutes to speak.

The following person(s) spoke:

- Tom Featherstone
- Peggy McKay
- Tanner Phillips
- Jaclyn Hall (did not sign up, but was granted permission to speak by Mayor Eychner)

4. CONSENT AGENDA:

Mayor Eychner announced that Item 4A will be pulled and removed from the agenda. Councilmember Roman Garcia made a motion to approve Consent Agenda items 4B and 4C, seconded by Councilmember Jeff Harris. The motion passed 5-0.

4B. City Council workshop minutes January 23, 2024.

4C. City Council meeting minutes January 23, 2024.

END OF CONSENT AGENDA.

4A. Purchase of International Diesel Crew Cab 2-Ton Truck with service bed, in an amount not to exceed \$163,789.00 purchased from the HGACBuy Corporation for use by the City's Public Works Department.

Item 4A was was not discussed.

5. ORDINANCES, FIRST READING:

5A. Request for variance from distance requirement applicable to the sale of alcoholic beverages per Section 10-3, Code of Ordinances; for the property addressed as 1013 Main Street (La Librarie).

Shelley McElhannon read 5A caption into record.

Drew Paxton provided information and responded to questions. Applicants Chad Hueber and Christine Hueber provided information and responded to questions.

Mayor Eychner opened the public hearing at 6:45 p.m.

The following person(s) spoke:

- George Baroody
- Michael Sigerman

Mike Hayes and Drew Paxton provided clarification.

Mayor Eychner closed the public hearing at 6:58 p.m.

Councilmember Garcia made a motion to deny the variance request, seconded by Councilmember Harris. The motion to deny passed 5-0.

5B. Resolution No. 05-2024. A Resolution pursuant to Section 2306.67071, Texas Government Code, with respect to tax-exempt bond applications for housing tax credits; and finding no objection from City Council as to the applicant (Envolve Communities, LLC), its application, or the developments, which are known as Heritage Oaks Apartments and the Meadows Apartments.

Shelley McElhannon read Resolution No. 05-2024 caption into record.

Michael Hornes provided information and responded to questions.

Mayor Eychner opened the public hearing at 7:02 p.m.

The following person(s) spoke:

- Jerry Wolff
- Peggy McKay
- George Baroody

Michael Hornes provided clarification.

Mayor Eychner closed the public hearing at 7:07 p.m.

Councilmember Hughes made a motion to approve Resolution No. 05-2024, seconded by Councilmember Joe Herring, Jr. The motion passed 5-0.

6. ORDINANCES, SECOND READING:

6A. Ordinance No. 2024-01, second reading. An Ordinance ordering a Special Election to be held on May 4, 2024, for the purpose of submitting propositions to the voters for proposed amendments to the City Charter; said Election to be held in conjunction with the City's General Election; establishing early voting times and places; and providing for public review.

Shelley McElhannon read Ordinance No. 2024-01 caption into record.

Mike Hayes provided information and responded to questions.

Councilmember Hughes made a motion to approve Ordinance No. 2024-01 on second reading, seconded by Councilmember Herring. The motion passed 5-0.

7. ORDINANCES, FIRST READING:

7A. Ordinance No. 2024-03. An Ordinance amending the City's Code of Ordinances by repealing Chapter 78 "Peddlers and Solicitors" in its entirety and replacing it with a new Article VI "Solicitations" within Chapter 30 "Businesses" of the City's Code of Ordinances; this new Article adopts revised regulations concerning canvassers, solicitors, and peddlers as those terms are defined; providing for penalties not to exceed \$500.00; ordering publication; providing an effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2024-03 caption into record.

Mike Hayes and Guillermo Garcia provided information and responded to questions.

The following person(s) spoke:

- Nikki Caines
- Jaclyn Hall
- Barbara Dewell-Ferguson
- George Baroody
- Havalah Puccio

Chief Chris McCall provided information.

Councilmember Herring made a motion to approve Ordinance No. 2024-03 on first reading, seconded by Councilmember Hughes. After motion to approve was made, Councilmember Garcia made a motion to postpone approval of Ordinance No. 2024-03 until next regular meeting, seconded by Councilmember Harris. The motion to postpone Ordinance approval passed 3-2 with Mayor Eychner, Councilmember Garcia, and Councilmember Harris voting in favor, and Councilmember Herring and Councilmember Hughes opposed. Mayor Eychner requested Ordinance No. 2024-03 discussion during the February 27, 2024 City Council workshop.

7B. Ordinance No. 2024-04. An Ordinance establishing an exemption from ad valorem (property) taxes for qualifying child-care facility properties pursuant to the authority in Section 11.36, Texas Tax Code.

Shelley McElhannon read Ordinance No. 2024-04 caption into record.

Drew Paxton provided information and responded to questions.

The following person(s) spoke:

- Jaclyn Hall

Councilmember Hughes made a motion to approve Ordinance No. 2024-04 on first reading, seconded by Councilmember Herring. The motion passed 4-1 with Mayor Eychner,

Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

7C. Ordinance No. 2024-05. An Ordinance deleting Chapter 22, "Aviation", of the Code of Ordinances of the City of Kerrville, Texas; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.

Shelley McElhannon read Ordinance No. 2024-05 caption into record.
Mike Hayes provided information.

Councilmember Garcia made a motion to adopt Ordinance No. 2024-05, seconded by Councilmember Harris. The motion passed 5-0.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 04-2024. A Resolution appointing Election Judges for the general and special election (Charter Amendments) of the City of Kerrville, Texas, to be held on May 4, 2024; said judges provided by the County Elections Officer.

Shelley McElhannon read Resolution No. 04-2024 caption into record.

Councilmember Garcia made a motion to adopt Resolution No. 04-2024, seconded by Councilmember Harris. The motion passed 5-0.

8B. Resolution No. 06-2024. A Resolution pursuant to 10 Texas Administrative Code, Section 11.3(c), with respect to tax-exempt bond applications for housing tax credits; finding that the City of Kerrville, Texas has more than twice the State average of units per capita supported by housing tax credits.

Shelley McElhannon read Resolution No. 06-2024 caption into record.

Councilmember Harris made a motion to approve Resolution No. 06-2024, seconded by Councilmember Hughes. The motion passed 5-0.

8C Agreement between Headwaters Groundwater Conservation District and the City of Kerrville, Texas, in the Spirit of Cooperation in the Protection and Preservation of Groundwater Resources.

Shelley McElhannon read item 8C caption into record.
Mike Hayes provided information and responded to questions.
The following person(s) spoke:

- Jerry Wolff

Councilmember Garcia made a motion to approve the agreement between Headwaters Groundwater Conservation District and the City of Kerrville, seconded by Councilmember Harris. The motion passed 5-0.

9. BOARD APPOINTMENTS:

9A. Appointment to the Economic Improvement Corporation. (Eligible for Executive Session 551.074)

Councilmember Herring made a motion to appoint Beck Gipson to the EIC Board, seconded by Mayor Eychner. The motion passed 5-0.

10. **EXECUTIVE SESSION:** Executive Session not called nor convened.
11. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.** N/A
12. **ITEM(S) FOR FUTURE AGENDAS:** None

ADJOURN. The meeting adjourned at 8:15 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2024-04, second reading. An Ordinance establishing an exemption from ad valorem (property) taxes for qualifying child-care facility properties pursuant to the authority in Section 11.36, Texas Tax Code.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 15, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	E - Economic Development
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Following the Texas 88th Legislative session, Proposition 2, adopted by a 64.78% voter approval, allows the governing body of a county or municipality to exempt from property taxation all or part of the appraised value of real property used to operate a child-care facility. Availability of childcare continues to be an issue for employees and employers in the Kerrville area. While this tax exemption may not solve the problem, it will offer some relief to existing and possible future childcare facilities that qualify for the exemption.

On February 13, 2024, City Council approved Ordinance No. 2024-04 on first reading, with a 4-1 vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-04, second reading.

ATTACHMENTS:

[20240227_Ord 2024-04 Childcare facility prop-tax exemption 2nd reading.pdf](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-04**

**AN ORDINANCE ESTABLISHING AN EXEMPTION FROM AD
VALOREM (PROPERTY) TAXES FOR QUALIFYING CHILD-
CARE FACILITY PROPERTIES PURSUANT TO THE
AUTHORITY IN SECTION 11.36, TEXAS TAX CODE**

WHEREAS, Texas Tax Code Section 11.36, as added by Senate Bill 1145 of the 88th Texas Legislature regular session (2023), authorizes an exemption from ad valorem (property) taxes on all or part of the appraised value of real property, or a portion thereof, operating as a qualifying child-care facility, as that term is defined in the law; and

WHEREAS, City Council finds that the exemption described above of 100 percent of the appraise value of all or a portion of real property used to operate a qualifying child-care facility is in the public interest and thus, should be adopted in accordance with law;

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

SECTION ONE. City Council adopts an exemption, as authorized by Texas Tax Code Section 11.36, entitling qualifying persons to an exemption from taxation by the City of 100 percent of the appraised value of:

(A) the real property the person owns and operates as a “qualifying child-care facility”, as such term is defined by this state law; or

(B) the portion of the real property that the person owns and leases to a person who uses the property to operate a qualifying child-care facility.

SECTION TWO. As set forth in Texas Tax Code Section 11.36(g), a person may not claim the child-care facility exemption on property he or she owns and leases to another to operate a qualifying child-care facility if the person also claims a Texas Tax Code Section 11.13 residence homestead exemption on the property or leases any part of the property to another for use as a principal residence.

SECTION THREE. The exemption adopted by this Ordinance applies to the 2024 tax year.

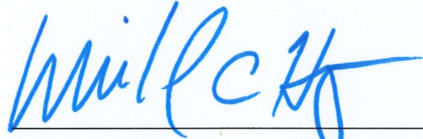
PASSED AND APPROVED ON FIRST READING, this the 13 day of FEBRUARY, A.D., 2024.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2024-05, second reading. An Ordinance deleting Chapter 22, "Aviation", of the Code of Ordinances of the City of Kerrville, Texas; containing a cumulative clause; containing a savings and severability clause; and providing other matters relating to this subject.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 15, 2024

SUBMITTED BY: Mike Hayes, City Attorney

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
Recodification expense of minimal amount.	NA	NA	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Chapter 22 of the City's Code of Ordinances is unnecessary to the City's current joint ownership and operation of the Airport. The City Attorney recommends that Council approve the deletion of this chapter from the City's Code. On February 13, 2024, City Council unanimously approved Ordinance No. 2024-05 on 1st reading. No changes have been made to the Ordinance after 1st reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-05 on second reading.

ATTACHMENTS:

[20240227_Ord 2024-05 Delete Aviation 2reading.pdf](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-05**

**AN ORDINANCE DELETING CHAPTER 22,
“AVIATION”, OF THE CODE OF ORDINANCES OF
THE CITY OF KERRVILLE, TEXAS; CONTAINING A
CUMULATIVE CLAUSE; CONTAINING A SAVINGS
AND SEVERABILITY CLAUSE; AND PROVIDING
OTHER MATTERS RELATING TO THIS SUBJECT**

WHEREAS, the City of Kerrville, Texas (“City”), and Kerr County, Texas (“County”) jointly own the Kerrville/Kerr County Airport, sometimes referred to as Louis Schreiner Field (“Airport”); and

WHEREAS, for over 50 years, the City and County have jointly managed the Airport under state law and continue to do so by virtue of the *Restated Interlocal Agreement for the Continued Existence of a Joint Airport Board to Provide Management of Kerrville/Kerr County Airport*, which was adopted by the City and County on or about May 21, 2021 (the “Agreement”); and

WHEREAS, the Agreement, like the others before it, sets out the authority, power, and duties for the Joint Airport Board; and

WHEREAS, City Council finds Chapter 22 of the City’s Code of Ordinances, titled “Aviation”, sets out various rules and regulations for the operation of the Airport which applied more appropriately in past years when City employees enforced such rules and regulations as part of their job responsibilities; and

WHEREAS, City Council finds that the Joint Airport Board possesses authority to adopt its own rules and regulations, which are enforced by its employees; and

WHEREAS, the City Council finds Chapter 22 of the City’s Code of Ordinances is not enforceable by employees of the Joint Airport Board and could inadvertently conflict with rules and regulations of the Joint Airport Board; and

WHEREAS, based upon the Airport’s joint ownership, the Agreement, and for clarity, efficiency, and to avoid confusion and conflict between the Agreement and state law, the City Attorney recommends that City Council delete Chapter 22 from the Code of Ordinances, as it is unnecessary to the continued existence or operation of the Airport; and

WHEREAS, deleting Chapter 22 will have no effect on the Agreement; and

WHEREAS, City Council finds it to be in the public interest to delete Chapter 22 from the City's Code of Ordinances;

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

SECTION ONE. Chapter 22, "Aviation", of the Code of Ordinances of the City of Kerrville, Texas, is deleted in its entirety.

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

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

SECTION FOUR. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. 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 one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

PASSED AND APPROVED ON FIRST READING, this the 13 day of FEBRUARY, A.D., 2024.

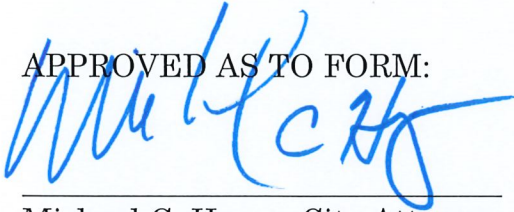
PASSED AND APPROVED ON SECOND AND FINAL READING, this the _____ day of _____, A.D., 2024.

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney



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

SUBJECT: Resolution No. 07-2024. A Resolution authorizing the sale of the property located at 505 Center Point Drive E., such property described as Lot 1, Oak View Estates, a subdivision out of the Benjamin B. Peck Survey No. 51, Abstract No. 266, and consisting of approximately 17.68 acres; and authorizing the City Manager to execute the documents necessary to complete this sale.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 5, 2024

SUBMITTED BY: Guillermo Garcia

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

On October 10, 2023, the City Council authorized the city manager through Resolution No. 32-2023 to contract with a real estate broker for the sale of real property located at 505 Center Point Dr. Center Point, TX 78010, legally known as Lot 1, Oak View Estates, a Subdivision out of the Benjamin B. Peck Survey No. 51, Abstract no. 266, consisting of approximately 17.68 acres. The City of Kerrville acquired the property on March 13, 1978. The property has previously served as a location for a Localizer antenna for the Kerrville-Kerr County Airport. The Localizer antenna is in disrepair and no longer in use. The City of Kerrville entered into a contract with Brinkman Preferred Properties to sell the real property. The City of Kerrville has received an offer of \$390,000 on the real property located at 505 Center Point Dr., Center Point, TX 78010.

RECOMMENDED ACTION:

Approve Resolution No. 07-2024, and authorize the City Manager to execute the documents necessary to complete this sale.

ATTACHMENTS:

[20240227_Reso 07-2024 Prop Sale 505 Center Point Dr.pdf](#)

[20240227_Contract sale of 505 Center Point Dr.pdf](#)

[20240227_Agreement Real Estate listing 505 Center Point Dr.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 07-2024**

A RESOLUTION AUTHORIZING THE SALE OF THE PROPERTY LOCATED AT 505 CENTER POINT DRIVE E, SUCH PROPERTY DESCRIBED AS LOT 1, OAK VIEW ESTATES, A SUBDIVISION OUT OF THE BENJAMIN B. PECK SURVEY NO. 51, ABSTRACT NO. 266, AND CONSISTING OF APPROXIMATELY 17.68 ACRES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the City of Kerrville, Texas ("City") is a home-rule municipality which is duly incorporated and chartered under the constitution and laws of Texas; and

WHEREAS, the City owns real property at 505 Center Point Drive E, Kerr County, Texas (the "Property"); and

WHEREAS, the City has owned the Property since 1978, and acquired the Property to accommodate use by the Federal Aviation Administration ("FAA") for its purposes in placing and operating equipment at the site for aviation services supporting the Kerrville-Kerr County Airport; and

WHEREAS, the FAA notified the City of its intent to no longer use the Property and to terminate its lease with the City for its use; and

WHEREAS, City Council, in an effort to market and sell the Property, adopted Resolution No. 32-2023, which authorized the execution of a listing agreement with a real estate broker; and

WHEREAS, the Property was placed on the multiple listing service for over thirty (30) days as required by Section 253.014, Texas Local Government Code; and

WHEREAS, SOTOL Investments, LLC provided the highest cash offer and the City Council hereby authorizes the sale of the above described property in fee simple and authorizes the City Manager to execute all documents necessary to facilitate the purchase; and

WHEREAS, City Council finds it to be in the public interest to authorize the sale of the Property for the purchase price specified below;

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

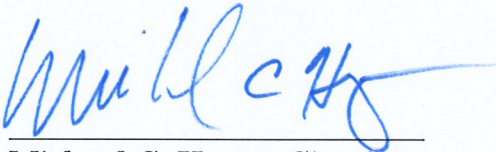
The City of Kerrville is authorized to sell 505 Center Point Drive E for the purchase price, excluding closing costs, of \$390,000.00. The City Manager is authorized to execute all documents necessary to facilitate this purchase.

**PASSED AND APPROVED ON this the ____ day of _____,
A.D., 2024.**

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
FARM AND RANCH CONTRACT

11-07-2022



NOTICE: Designated For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.

1. **PARTIES:** The parties to this contract are City of Kerrville (Seller) and SOTOL INVESTMENTS, LLC, and/or Assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).
 A. **LAND:** The land situated in the County (or Counties) of Kerr

Texas, described as follows: 17.68 acres, more or less, located in Kerr County, Texas. Appraisal District # 33419.

or as described on attached exhibit, also known as 505 Center Point Drive, Center Point, TX 78010 (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.

B. **IMPROVEMENTS:**

- (1) **FARM AND RANCH IMPROVEMENTS:** The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
 (2) **RESIDENTIAL IMPROVEMENTS:** Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. **ACCESSORIES:**

- (1) **FARM AND RANCH ACCESSORIES:** The following described related accessories: (check boxes of conveyed accessories) ☐ portable buildings ☐ hunting blinds ☐ game feeders ☐ livestock feeders and troughs ☐ irrigation equipment ☐ fuel tanks ☐ submersible pumps ☐ pressure tanks ☐ corrals ☐ gates ☐ chutes ☐ other: _____

- (2) **RESIDENTIAL ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

- D. **CROPS:** Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

- E. **EXCLUSIONS:** The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: None.

- F. **RESERVATIONS:** Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:** \$390,000.00

- A. Cash portion of Sales Price payable by Buyer at closing \$ 350,000.00
 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in the contract.

- B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, \$390,000.00
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____

- C. Sales Price (Sum of A and B) \$ 350,000.00

- D. The Sales Price ☐ will ☒ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☐ 3A ☐ 3B ☐ proportionately to 3A and 3B.

4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

- ☐ A. **RESIDENTIAL LEASES:** The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

Initialed for identification by Buyer [Signature] and Seller _____

TREC NO. 25-15

- ☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- ☒ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, or other natural resource lease affecting the Property to which Seller is a party.
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☒ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within 5 days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- ☒ D. SURFACE LEASES: "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)
- ☐ (1) Seller has delivered to Buyer a copy of all written Surface Leases.
- ☐ (2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term: _____
- ☒ (3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within 5 days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Diane Green, Kerr County Abstract (Escrow Agent) at 712 Earl Garrett, Kerrville, TX 78028 (address): \$ 35,000.00 as earnest money and \$ 1,000.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 5 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: Kerr County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) The standard printed exception for standby fees, taxes and assessments.
- (2) Liens created as part of the financing described in Paragraph 3.
- (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(Address of Property)

- (4) The standard printed exception as to marital rights.
 (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☒ (i) will not be amended or deleted from the title policy; or
~~☒ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☒ Seller.~~

- (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land survey or acceptable to the Title Company and Buyer's lender(s). (Check one box only):

☒ (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☒ will ☐ will not be recertified to a date subsequent to the Effective Date of this contract at the expense of ☐ Buyer ☒ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☐ Buyer ☒ Seller no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

☐ (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

Document	Date	Recording Reference

F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: None.

G. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the

(Address of Property)

Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
(Check one box only)

- ☐ (1) Buyer has received the Notice
- ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.

Initialed for identification by Buyer NCDA and Seller _____

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. SELLER'S DISCLOSURE:
- (1) Seller ☐ is ☒ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller ☐ is ☒ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller ☐ is ☒ is not aware of any environmental hazards that materially and adversely affect the Property.
- (4) Seller ☐ is ☒ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller ☐ is ☒ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller ☐ is ☒ is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller ☐ is ☒ is not aware that the Property is located ☐ wholly ☐ partly in a floodplain.
- (8) Seller ☐ is ☒ is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____
- I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ _____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: None.

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

Initialed for identification by Buyer [Signature] and Seller _____

See Amendment #1

9. CLOSING:

- A. The closing of the sale will be on or before February 29, 2024, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Reality Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
- (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) **1. Buyer and Seller may elect to conduct a 1031 Tax Deferred Exchange at no liability to the other Party. Each Party shall cooperate with any such exchange.**

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will

affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer  and Seller _____

TREC NO. 25-15

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: P.O. Box 129

To Seller at: _____

Comfort, TX 78013

Phone: (830)591-8989

Phone: _____

E-mail/Fax: PJ.Jons@j3co.com

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at:

With a copy to Seller's agent at:

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|--|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Seller's Temporary Residential Lease |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Short Sale Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Addendum Regarding Residential Leases |
| <input type="checkbox"/> Addendum for Coastal Area Property | <input type="checkbox"/> Addendum Regarding Fixture Leases |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | <input checked="" type="checkbox"/> Other (list): <u>Exhibit "A" Oak Wilt Addendum</u> |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | <u>IABS</u> <u>Amendment #1</u> |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | |

Initialed for identification by Buyer [Signature] and Seller _____

TREC NO. 25-15

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Phone: _____

Fax: _____

E-mail: _____

Seller's
Attorney is: _____

Phone: _____

Fax: _____

E-mail: _____

EXECUTED the _____ day of _____, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer **SOTOL Investments, LLC**

Seller **City of Kerrville**

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936- 3000 (<http://www.trec.texas.gov>) TREC NO. 25-15. This form replaces TREC NO. 25-14.

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker _____ of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker:

By: _____

Listing Broker:

By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

The duPerier Texas Land Man, LLC

483830

Other Broker

License No.

Kevin Meier

620732

Associate's Name

License No.

Team Name

Kevin@texaslandman.net

(210)260-8224

Associate's Email Address

Phone

Licensed Supervisor of Associate

License No.

601 Main St.

(830)755-5205

Other Broker's Office Address

Phone

Bandera,

TX

78003

City

State

Zip

Brinkman Preferred Properties

Listing or Principal Broker Firm

License No.

Pablo Brinkman

0621673

Listing Associate's Name

License No.

Team Name

pablo@brinkmansales.com

(903)330-9187

Listing Associate's Email Address

Phone

Colleen Brinkman

0579379

Licensed Supervisor of Listing Associate

License No.

225 Waggoman Rd.

Listing Broker's Office Address

Phone

Kerrville

TX

78028

City

State

Zip

represents

- ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Selling Associate

License No.

Team Name

Selling Associate's Email Address

Phone

Licensed Supervisor of Selling Associate

License No.

Selling Associate's Office Address

City

State

Zip

represents

- ☒ Seller Only
☐ Buyer Only
☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☒ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of \$ _____ or ☒ 3.000 % of the total Sales Price; and (b) ☒ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of \$ _____ or ☒ 3.000 % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

Seller City of Kerrville

Buyer SOTOL Investments, LLC

Seller

Buyer

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Diane Green, Kerr County Abstract _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



11/2/2015

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

The duPerier Texas Land Man, LLC	483830		(830)755-5205
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Kevin Meier	620732	Kevin@texaslandman.net	(210)260-8224
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Exhibit "A"



NOTICE REGARDING OAK WILT IN CENTRAL TEXAS

ADDENDUM TO EARNEST MONEY CONTRACT BETWEEN THE UNDERSIGNED PARTIES
CONCERNING THE PROPERTY AT 505 CENTER POINT DR, CENTER POINT, 78010

THERE MAY BE OAK WILT ON THE PROPERTY YOU ARE ABOUT TO PURCHASE

OAK WILT is one of the most destructive tree diseases in the United States. The disease has killed more than 1 million trees in Central Texas. Oak Wilt is caused by the fungus *Ceratocystis fagacearum*. The spores of the fungus invade and clog the tree's water conducting system, called xylem.

Oak Wilt has been found in many Texas counties and in almost every city in Central Texas. It can be a problem wherever Live Oaks tend to be the predominant tree. It does not matter whether they are transplanted or naturally grown. An individual tree's age, size or previous health status does not make it more or less likely to contract or die from Oak Wilt.

All varieties of oak trees are susceptible to Oak Wilt. Some varieties tend to be more susceptible than others

OUR EXPERTISE:

- # We cannot make representations or guarantees because we are not trained in identifying the condition of trees and their diseases and have no expertise in the area of plant diseases.

THEREFORE, WE RECOMMEND:

- # you take whatever other measure you feel is necessary to satisfy yourself about the condition of the property and its surroundings.
- # you accompany the inspectors and other experts during their inspections and ask any questions you have.

Other Information: If you are concerned or desire additional information, you may call your County Agricultural Extension Service, or on the internet go to www.texasoakwilt.org.

Buyer Date

Seller Date

Buyer Date

Seller Date

This form was reviewed and approved by J Hamil, KBOR Attorney, and the KBOR Board of Directors August 2014

KBOR Form 002 08/21/2014 Notice Regarding Oak Wilt in Central Texas



AMENDMENT TO CONTRACT CONCERNING THE PROPERTY AT

505 CENTER POINT DR**CENTER POINT**

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract..... \$ _____
- C. Sales Price (Sum of A and B)..... \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments: (Notice: Paragraph 7 of the contract governs the completion, delivery of documentation, and transfer of warranties of repairs and treatments.) _____
- _____
- _____
- ☐ (3) The date in Paragraph 9 of the contract is changed to _____, _____.
- ☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ _____.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☐ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____, _____.
- ☒ (9) **Other Modifications:** (Real estate brokers and sales agents are prohibited from practicing law.) _____
- Contract must have final approval, by the City Council for the City of Kerrville. Timeframe will be soonest city council meeting, estimated to be February 27, 2024.**
- _____.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

EXECUTED the _____ day of _____, _____. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer_____
Seller_____
Buyer_____
Seller

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 39-9. This form replaces TREC No. 39-8.



COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: City Of Kerrville

Address: 701 MAIN ST

City, State, Zip: KERRVILLE, TX 78028

Phone: (830)258-1291 Mobile: _____ Fax or E-Mail: guillermo.garcia@kerrvilletx.gov

Broker: Brinkman Preferred Properties

Address: 225 Waggoman Road

City, State, Zip: Kerrville, TX 78028

Phone: (830)315-5555 Mobile: (903)330-9187 Fax or E-Mail: pablo@brinkmansales.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 505 CENTER POINT DR

City: CENTER POINT County: KERR Zip: 78010

Legal Description (Identify exhibit if described on attachment): _____

Property ID: 33419

Legal Description: OAK VIEW ESTS LOT 1 ACRES 17.68

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

(TXR-1301) 07-8-22

Initialed for Identification by Seller  and Broker/Associate 

505 CENTER POINT DR
CENTER POINT, 78010

Commercial Listing concerning _____

3. LISTING PRICE:

A. Seller instructs Broker to market the Property at the following sales price: \$ TBD

(Listing Price).

B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except _____.

4. TERM:

A. This Listing begins on January 18, 2024 and ends at 11:59 p.m. on July 17, 2024. Seller may terminate this Listing on notice to Broker any time after _____.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Seller will pay Broker a fee of:

☒ (1) 6.000 % of the sales price.

☐ (2) _____

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) ~~Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;~~
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) ~~Seller grants or agrees to grant to another person an option to purchase all or part of the Property;~~
- (4) ~~Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or~~
- (5) Seller breaches this Listing.

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale ~~or exchange of all or part of the Property;~~
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

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Initialed for Identification by Seller  and Broker/Associate 

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**505 CENTER POINT DR
CENTER POINT, 78010**

Commercial Listing concerning _____

D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☒ (a) 6.000 % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

- (2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☒ (a) 6.000 % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;

☐ (b) _____ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or

☐ (c) _____.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

- (3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: _____

_____.

(TXR-1301) 07-8-22

Initialed for Identification by Seller _____ and Broker/Associate




Commercial Listing concerning _____

**505 CENTER POINT DR
CENTER POINT, 78010**

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days.
- (2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.
- (4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Kerr County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

- ~~A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: _____ (named exclusions):~~
- ~~B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:~~
- ~~(1) _____ % of the sales price if Seller sells the Property;~~
 - ~~(2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____ ; and~~
 - ~~(3) _____~~
- ~~C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.~~

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

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Initialed for Identification by Seller  and Broker/Associate 

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505 CENTER POINT DR
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Commercial Listing concerning _____

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

[PB] (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker ~~may~~ shall notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

[PB] (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker ~~may~~ shall notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ♦ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

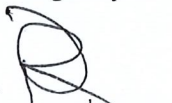
10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

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Initialed for Identification by Seller



and Broker/Associate

[PB]

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Commercial Listing concerning _____

**505 CENTER POINT DR
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- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

-  D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes, but Broker shall provide copies of such to Seller.

12. REPRESENTATIONS:

-  A. Except as provided otherwise in this Listing, Seller represents that; to the best of its knowledge.
- (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

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Initialed for Identification by Seller  and Broker/Associate 

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**505 CENTER POINT DR
CENTER POINT, 78010**

Commercial Listing concerning _____

B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer.
(Check only one box.)

- ☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).
- ☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

☐ C. PID: The Property is in the following Property Improvement District: _____

☐ D. Other Taxing Districts: The Property is in the following special taxing district (MUD, WCID, MMD, etc.): _____

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

(TXR-1301) 07-8-22

Initialed for Identification by Seller _____ and Broker/Associate

PB

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505 CENTER POINT DR
CENTER POINT, 78010

Commercial Listing concerning _____

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C. ~~Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
 - ~~(1) that arise from Seller's failure to disclose any material information about the Property;~~
 - ~~(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;~~
 - ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or~~
 - ~~(4) that are otherwise caused by Seller or Seller's negligence.~~

15. SPECIAL PROVISIONS:

- 1) Property will be listed on KBOR (Kerrville Board of Realtors) MLS service, for a minimum of 30 days After 30 days Seller may sell the property to a buyer who submits the highest cash offer.**
- 2) Broker will accept offers during the 30 day timeframe and for the duration of this agreement.**

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

(TXR-1301) 07-8-22

Initialed for Identification by Seller _____ and Broker/Associate

JB

Page 8 of 10

505 CENTER POINT DR
CENTER POINT, 78010

Commercial Listing concerning _____

19. ADDENDA: Addenda or information that are part of this Listing are:

- ☒ A. Information About Brokerage Services (TXR-2501)
- ☐ B. Property Description Exhibit identified in Paragraph 2
- ☐ C. Condominium Addendum to Listing (TXR-1401)
- ☐ D. Commercial Property Condition Statement (TXR-1408)
- ☐ E. Information About On-Site Sewer Facility (TXR-1407)
- ☐ F. Information about Special Flood Hazard Areas (TXR-1414)
- ☐ G. _____
- ☐ H. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing. Venue shall occur in Kerr County, Texas.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.
- B. The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.

(TXR-1301) 07-8-22

Initialed for Identification by Seller

and Broker/Associate

Commercial Listing concerning 505 CENTER POINT DR
CENTER POINT, 78010

D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Seller: City Of Kerrville

Broker:

Broker / Company Name: Brinkman Preferred Properties

By: _____

By (signature): _____

Printed Name: Dalton Rice

Title: Owner Date: 11/08/2023

1/19/24

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

License No. 579379

01/19/2024

By (signature): Paul Brinkman

Printed Name: Paul Brinkman PM GMT

Title: Owner/Agent License No. 621673

Date: 11/08/2023

11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:


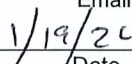
- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Brinkman Preferred Properties	579379	colleen@brinkmansales.com	(830)315-5555
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Colleen D. Brinkman	579379	colleen@brinkmansales.com	(830)315-5555
Designated Broker of Firm	License No.	Email	Phone
Colleen D. Brinkman	579379	colleen@brinkmansales.com	(903)312-4110
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Paul Brinkman	621673	pablo@brinkmansales.com	(903) 330-9187
Sales Agent/Associate's Name	License No.	Email	Phone
			
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission
TXR-2501

Information available at www.trec.texas.gov

Brinkman Preferred Properties, 631 Water Street Suite A-3 Kerrville, TX 78028
Paul Brinkman

Phone: (903) 330-9187 Fax:
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

IABS 1-0 Date
City of Kerrville-



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

SUBJECT: Financial Report for month ending January 31, 2024.

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 13, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:
NA

RECOMMENDED ACTION:
NA



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

SUBJECT: Annual Financial Report for Reinvestment Zone Number One, City of Kerrville, Texas (TIRZ #1).

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** February 13, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

This report shows annual and historical activity for the Tax Increment Reinvestment Zone #1 (TIRZ #1) dedicated to the downtown area of the City of Kerrville.

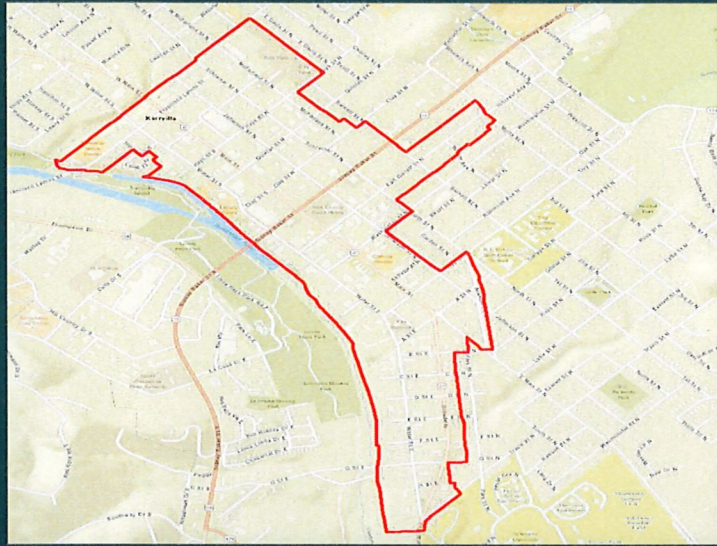
RECOMMENDED ACTION:

NA

ATTACHMENTS:

[20240227_Report TIRZ 1 Annual report.pdf](#)

TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ #1)



ANNUAL REPORT & FINANCIAL UPDATE CITY COUNCIL MEETING 2-27-2024

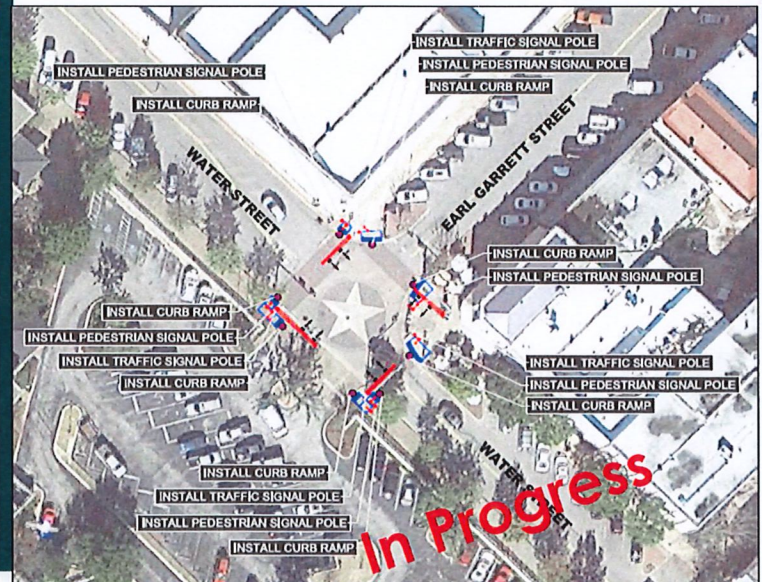


PROJECT UPDATES

Clay and Water Street Intersection with Updated ADA Compliance and added all-way stop signage



Earl Garrett and Water Street Intersection next to Francisco's Restaurant



TIRZ #1 ANNUAL REPORTING REQUIREMENTS

- **Sec. 311.016.** ANNUAL REPORT BY MUNICIPALITY OR COUNTY. (a) On or before the 150th day following the end of the fiscal year of the municipality or county, the governing body of a municipality or county shall submit to the chief executive officer of each taxing unit that levies property taxes on real property in a reinvestment zone created by the municipality or county a report on the status of the zone. The report must include:
 - (1) the amount and source of revenue in the tax increment fund established for the zone;
 - (2) the amount and purpose of expenditures from the fund;
 - (3) the amount of principal and interest due on outstanding bonded indebtedness;
 - (4) the tax increment base and current captured appraised value retained by the zone; and
 - (5) the captured appraised value shared by the municipality or county and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality or county.
- (b) **The municipality or county shall send a copy of a report made under this section to the comptroller.**

TIRZ #1 FY2023 AT A GLANCE

	FY2022 Actual	FY2023 Original Budget	FY2023 Current Budget	FY2023 Estimate	FY2024 Budget
Beginning Restricted Fund Balance	\$ 58,605	\$ 110,255	\$ 110,255	\$ 110,255	\$ 327,985
Revenues					
Property Tax	51,112	280,000	280,000	302,040	338,411
Total Tax Revenue	51,112	280,000	280,000	302,040	338,411
Interest Revenue	538	1,000	1,000	8,190	4,210
Total Interest and Miscellaneous	538	1,000	1,000	8,190	4,210
Total Revenues	51,650	281,000	281,000	310,230	342,621
Expenditures					
Project Contribution	-	-	-	40,000	-
Transfer Out - General Capital Projects	-	-	-	52,500	-
Total Transfer Out	-	-	-	52,500	-
Total Expenditures	-	-	-	92,500	-
Net Revenue (Expenditures)	51,650	281,000	281,000	217,730	342,621
Ending Restricted Fund Balance	\$ 110,255	\$ 391,256	\$ 391,254	\$ 327,985	\$ 670,606

FY2024 YEAR-TO-DATE REVENUES & EXPENSES

FY2024 Collections Through 1-31-2024:	777,770
Base Year Actual Collections:	<u>542,237</u>
Increment:	\$235,533
Outstanding Amount:	111,333
Outstanding Amount from ½ pays:	<u>32,509</u>
Outstanding Delinquent:	\$78,824
FY2024 Estimated Property Tax Revenue:	341,663
Refunds to Taxpayers:	<u>-</u>
FY2024 Total Estimated Property Tax Revenue:	\$341,663
FY2024 Budgeted Revenue:	<u>338,411</u>
Variance from Budget:	\$3,252
<u>Expenses</u>	
Total Expenses thru 01-31-2024:	<u>-</u>
Prior Year Fund Balance:	327,985
FY2024 Interest Revenue to date:	<u>5,730</u>
FY2024 Updated Fund Balance as of 1-31-2024:	\$569,248

Questions?



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

SUBJECT: Appointment to the Kerrville Public Utility Board of Trustees, position #1. (This item is eligible for Executive Session 551.074).

AGENDA DATE OF: February 27, 2024 **DATE SUBMITTED:** January 3, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	No
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

January 02, 2024, the Kerrville Public Utility Board began accepting applications for appointment to the Kerrville Public Utility Board of Trustees, for position One, with an application deadline of February 01, 2024. This is a five-year term beginning April 2024.

The Board of Trustees consist of five citizens who reside in or conduct business on a full-time basis in Kerr County, Texas, and who use the system for personal, residential, business, and/or company use. In addition, the Mayor is an ex-officio voting member of the Board of Trustees.

The Kerrville City Council will fill the vacancy, by appointment from nominations submitted by the Kerrville Public Utility Board of Trustees. The current position One Trustee is Mark Cowden.

Nominations for the position are: Brian Cody, Mark Haufler, Rachel Johnson.

RECOMMENDED ACTION:

Appoint member to the Kerrville Public Utility Board of Trustees, position #1.