

**REGULAR COMMISSIONERS' COURT AGENDA
MONDAY, NOVEMBER 25, 2024, 9:00 A.M.
COMMISSIONERS' COURTROOM
KERR COUNTY COURTHOUSE
KERRVILLE, TEXAS 78028**

**THIS NOTICE IS POSTED PURSUANT TO THE TEXAS OPEN MEETINGS
ACT. (TITLE 5, CHAPTER 551, GOVERNMENT CODE AND TITLE 5,
CHAPTER 552, GOVERNMENT CODE.)**

This Commissioners' Court will hold a meeting at 9:00 A.M., Monday, November 25, 2024, at the Kerr County Courthouse in the Commissioners' Courtroom.

CALL MEETING TO ORDER

REMINDER TO TURN OFF CELL PHONES

PUBLIC INPUT

In accordance with the Rules of Procedure, Conduct and Decorum of the Kerr County Commissioners' Court adopted on November 12, 2019 (Court Order #37814c) citizens wishing to address the Commissioners' Court on a particular issue must complete a Public Participation Form and submit same to the County Clerk prior to the time the agenda item (or items) is addressed by the Court. Each member of the public who appears before the Commissioners' Court shall be limited to a maximum of three (3) minutes to make his/her remarks.

COMMISSIONERS' COMMENTS

Commissioners and / or the County Judge may use this time to recognize achievements of persons in their Precinct or to make comments on matters not listed on regular agenda.

OPEN MEETING

An open meeting will be held concerning the following subject(s):

**I. CONSIDERATION AGENDA: (Action may be taken on
Items listed below)**

9:00 AM 1.1 Consider, discuss and take appropriate action on request to use courthouse grounds for the Stock Show kick off breakfast on January 6, 2025 from 6:00 a.m. – 8:00 a.m. (Charlie McIlvain)

- 1.2 Consider, discuss and take appropriate action on request from Kerrville Pets Alive! (KPA!) to use courthouse grounds on December 21st and 22nd, 2024 from 8:00 a.m. to 5:00 p.m. for a Pet Food Drive. (Karen Guerriero)
- 1.3 Consider, discuss and take appropriate action to approve adding mirrored tint to the courthouse windows per the recommendation of the courthouse security committee. (Shane Evans)
- 9:15 AM 1.4 Consider. discuss and take appropriate action for Commissioners' Court to approve (3) Private Road Names for the Walnut Creek Ranch Development, Pct. 3. (Kelly Hoffer/Robert Sims/Donne Houghton)
- 1.5 Consider. discuss and take appropriate action for Commissioners' Court to approve a general contract with Secor Fence & Building Company for a fence and gate installation at Center Point yard and gate installation for Kerrville Fire Department at Spur 100 yard – both are Road and Bridge Department properties, Pct. 2. (Kelly Hoffer/Robert Sims/Donne Houghton)
- 1.6 Consider, discuss and take appropriate action to open and read the Annual Bids for road materials. (Kelly Hoffer/Robert Sims/Donne Houghton)
- 9:30 AM 1.7 Consider, discuss, take appropriate action to allow or deny Oak View Group (Global Spectrum) to enter into a rental contract with TSMR for a motorcycle rally in 2025 and/or subsequent years. (Bryan Evans/Jake Williamson)
- 1.8 Consider, discuss and take appropriate action to approve Renewal Addendum for contract services between Windstream and Kerr County for provided phone services. (Cory Thoennes)
- 1.9 Consider, discuss and take appropriate action to approve bond for the Tax Assessor/Collector. (Bob Reeves)
- 1.10 Consider, discuss, and take appropriate action to approve the revised County Payroll Schedule for FY 2024 – 25 and rescind original approval of payroll schedule - court order #40706. (Tracy Soldan)
- 1.11 Consider, discuss and take appropriate action to approve the Kerr County Incentive Program as part of the Texas Association of

Counties Healthy County Rewards Program for 2025. (Tracy Soldan)

- 1.12 Consider, discuss, and take appropriate action to approve a resolution in support of legislative action authorizing Kerr County to collect a Hotel Occupancy Tax (HOT). (Tracy Soldan)
- 1.13 Consider, discuss and take appropriate action for the court to approve the preliminary engineering design alignment of Al Mooney Road, Pct. 2. (Charlie Hastings)

9:50 AM Break

10:00 AM 1.14 Public hearing to consider a request to cancel both the original plat for Hall Ranch and the revision of plat for Hall Ranch Lot 3; Plat Files 22-07892 and 23-03772; Pct. 3. (Charlie Hastings)

10:00 AM 1.15 Consider, discuss and take appropriate action to consider a request to cancel both the original plat for Hall Ranch and the revision of plat for Hall Ranch Lot 3; Plat Files 22-07892 and 23-03772; Pct. 3. (Charlie Hastings)

10:00 AM 1.16 Consider, discuss and take appropriate action to approve the creation of and Kerr County Commissioners Court's membership in the sub-regional planning commission pursuant to Chapter 391, Texas Local Government Code within Region 18, known as the Alamo Area Council of Government, to be known as the Hill Country Energy Sub-Regional Planning Commission (HCESRPC). The County limits of Kerr County shall be included with the County Limits of Kendall County to form the boundaries of the newly created HCESRPC. (Comm. Paces, Pct. 2)

10:00 AM 1.17 Consider, discuss and take appropriate action to approve the draft bylaws for the Hill Country Energy Sub-Regional Planning Commission (HCESRPC), to be created pursuant to Chapter 391, Texas Local Government Code formed between Kerr County and Kendall County for submission to the HCESRPC Governing Board in its initial public meeting, that shall submit any proposed changes to the Kerr County Commissioners Court and Kendall County Commissioners Court for consideration and approval. (Comm. Paces, Pct. 2)

10:00 AM 1.18 Consider, discuss and take appropriate action to authorize the County Judge to send a formal request to the State Fire Marshal's office to request that one of the marshals from their Inspections and

Engineering Department review and inspect each and every Lithium Battery Energy Storage System (BESS) planning to establish a facility in Kerr County that we become aware of for conformance with the latest applicable Texas fire codes including NFPA 855. (Comm. Paces, Pct. 2)

- 1.19 Consider, discuss and take appropriate action to reappoint Chris Hughes and Bill Aycock to the Emergency Services District #1 Board (ESD #1). (Comm. Harris, Pct. 4)
- 1.20 Consider, discuss and take appropriate action to rescind Court Orders 37057 (creating the Kerr County Animal Services Advisory Committee) and 37058 (Kerr County Animal Services Advisory Committee initial tasks). (Comm. Letz, Pct. 3)
- 1.21 Consider, discuss and take appropriate action to adopt new guidelines for the Kerr County Animal Services Advisory Committee. (Comm. Letz, Pct. 3)
- 1.22 Consider, discuss and take appropriate action to approve contracts with Hunt Volunteer Fire Department and Comfort Volunteer Fire Department. (Judge Kelly)
- 1.23 Consider, discuss and take appropriate action to appoint County Clerk. (Judge Kelly)

II. APPROVAL AGENDA:

- 2.1 Budget Amendments. (County Auditor)
- 2.2 Pay bills. (County Auditor)
- 2.3 Late Bills. (County Auditor)
- 2.4 Auditor Reports. (County Auditor)
- 2.5 Accept Monthly Reports. (County Clerk)
- 2.6 Court Orders. (County Clerk)

III. INFORMATION AGENDA:

- 3.1 Status reports from Department Heads; discussions related to reports may follow.
- 3.2 Status reports from Elected Officials; discussions related to reports may follow.
- 3.3 Status reports from Liaison Commissioners; discussions related to reports may follow.

CLOSED MEETING

A closed meeting will be held concerning the following subject(s):

IV. EXECUTIVE SESSION:

The Commissioners' Court reserves the right to adjourn into executive session at any time to discuss any of the above matters listed as permitted by law including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.078, 0785 (deliberations involving individuals' medical or psychiatric records), 551.076 (deliberation regarding security devices) and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code, including the following matter:

- 4.1 EXECUTIVE/CLOSED SESSION - An executive/closed session meeting will be held pursuant to Sections 551.071(1)(2) and 551.129 of the Texas Government Code (consultation with attorney) to deliberate modifications to the Kerr County Employee Handbook and any other matter described in this meeting agenda.
- 4.2 EXECUTIVE/CLOSED SESSION – An executive/closed session meeting will be held pursuant to Sections 551.071(1)(2) and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorneys regarding pending and potential litigation.
- 10:00 AM 4.3 EXECUTIVE/CLOSED SESSION – An executive/closed session meeting will be held pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorneys regarding the following matters: (a) pursuant to Chapter 391 of the Texas Local Government Code, formation and governance issues regarding a regional planning commission; (b) the regional planning commission proposed to be formed by and between Kerr County, Texas and Kendall County, Texas; and (c) any other matter described in this meeting agenda.

V. ACTION AGENDA:

- 5.1 Action as may be required on matters discussed in Executive Session.

Court Order #40285
Liaison Appointments

Internal:

Courthouse Security	Comm. Overby
Kerr County Animal Services	Comm. Letz and Comm. Overby
Hill Country Regional Public Defender's Office	Judge Kelly and Comm. Letz
Human Resources/Indigent Services	Comm. Letz and Comm. Paces
Information Technology	Comm. Overby
Investment Committee	Comm. Paces, Auditor, Treasurer, Tax Assessor
Maintenance & Courthouse Facilities	Comm. Harris
OSSF/ Environmental Health	Comm. Paces
Public Relations Officer	Comm. Harris
Veteran Services Officer	Judge Kelly
Victims Services Coordinator	Comm. Paces

External:

9-1-1	Comm. Harris
AACOG	Judge Kelly and Comm. Overby (alt.)
Aggregate Production Operations	Comm. Paces
Airport Board	Comm. Paces and Comm. Letz
Bail Bond Board	Comm. Overby
City Fire/EMS	Comm. Overby
Eclipse Roundtable	Comm. Paces
Economic Development	Judge Kelly and Comm. Letz
Extension Office	Comm. Harris
Hill Country Youth Event Center	Comm. Harris
Historical Commission	Comm. Overby
MHDD Board	Judge Kelly
SART	Judge Kelly
Volunteer Fire Departments	Comm. Paces

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Charlie McIlvain

OFFICE:

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to request use of courthouse grounds for the Stock Show kick off breakfast on January 6, 2025 from 6:00 a.m. – 8:00 a.m.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Charlie McIlvain

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

_____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

APPLICATION FOR USE OF COURTHOUSE GROUNDS

Date: Nov 15, 2025

Full Name of Organization: Kerr County Stock Show

Type of Function: Kick off Breakfast

Date Being Requested: Jan 6, 2025

Time of Activity/Event: 6:00 a.m. / p.m. to 8:50 p.m.

Name of Contact: Charlie McIlvain (Please Print)

Mailing Address:

Street: ~~10324 E. 1st St~~

City/State/Zip: Kerrville TX 78028

Phone #: 325-225-7225

E-mail Address: charlie@kerrcountystockshow.com

Describe special requests below: i.e., if requesting use of courthouse building proper: Request parking lot on the Southside of the Courthouse for 2025 Stockshow Kick off Breakfast

Completed applications must be submitted four weeks in advance of the requested date to:

Kerr County Commissioners Court
700 Main Street
Kerrville, TX 78028

Or Email to commissioners@co.kerr.tx.us

Section below to be completed by the Kerr County Commissioners:

Application: Approved Date: _____ Denied Date: _____

Approval/Denial Notification Sent to Requestor: Yes No

Date Sent to Requestor: _____

Notification Sent to Building Maintenance Manager: Yes No

Date Sent to Building Maintenance Manager: _____

Kerr County Judge

HOLD HARMLESS CLAUSE

HOLD HARMLESS CLAUSE: Charlie McIlvain (applicant), successors and assigns, "agrees" to save and hold harmless Kerr County, any of its departments, agents or employees, all of whom while working within their respective authority, from all cost and damage incurred by the applicant(s) caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by Kerr County, its departments, agents or employees.

I acknowledge that I have read and received the County's policy governing the usage of the County's courthouse grounds and agree that Kerr County Stock Show Budget (organization name) will abide by the policy.

I affirm that Kerr County Stock Show (organization name) is one of the following: Non-profit and/or civic organization, school, governmental organization, and that I am an authorized and/or legal representative of the organization.

I understand that the requested use and time is not approved until my application is approved and confirmed by the Kerr County Commissioners Court.

I also understand that failure to follow the provisions of this policy may result in the suspension of the privilege of using the courthouse grounds.

Signature: Charlie McIlvain
Authorized/Legal Representative

Date: Nov. 15, 2024

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Karen Guerriero

OFFICE: KPA

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action on request from Kerrville Pets Alive! (KPA!) to use courthouse grounds on December 21st and 22nd from 8:00 a.m. to 5:00 p.m. for a Pet Food Drive.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Karen Guerriero

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

_____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

APPLICATION FOR USE OF COURTHOUSE GROUNDS

Date: 11/18/24

Full Name of Organization: Kerrville Pets Alive!

Type of Function: Pet Food Drive

Date Being Requested: 12/21 / 12/22

Time of Activity/Event: 8 a.m. / p.m. to 5 a.m. / p.m.

Name of Contact: Karen Guerriero (Please Print)

Mailing Address:

Street: 317 Sidney Baker S. Ste. 400, PMB 345

City/State/Zip: Kerrville, Tx

Phone #: 702.851.9221

E-mail Address: k.guerriero@gmail.com

Describe special requests below: i.e., if requesting use of courthouse building proper: _____

Our set up would include a tent and table in the parking lot

Completed applications must be submitted four weeks in advance of the requested date to:

Kerr County Commissioners Court
700 Main Street
Kerrville, TX 78028

Or Email to commissioners@co.kerr.tx.us

Section below to be completed by the Kerr County Commissioners:

Application: Approved Date: _____ Denied Date: _____

Approval/Denial Notification Sent to Requestor: Yes No

Date Sent to Requestor: _____

Notification Sent to Building Maintenance Manager: Yes No

Date Sent to Building Maintenance Manager: _____

Kerr County Judge

HOLD HARMLESS CLAUSE

HOLD HARMLESS CLAUSE: Kerrville Pets Alive! (applicant), successors and assigns, "agrees" to save and hold harmless Kerr County, any of its departments, agents or employees, all of whom while working within their respective authority, from all cost and damage incurred by the applicant(s) caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by Kerr County, its departments, agents or employees.

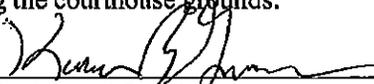
I acknowledge that I have read and received the County's policy governing the usage of the County's courthouse grounds and agree that Kerrville Pets Alive! (organization name) will abide by the policy.

I affirm that Kerrville Pets Alive! (organization name) is one of the following: Non-profit and/or civic organization, school, governmental organization, and that I am an authorized and/or legal representative of the organization.

I understand that the requested use and time is not approved until my application is approved and confirmed by the Kerr County Commissioners Court.

I also understand that failure to follow the provisions of this policy may result in the suspension of the privilege of using the courthouse grounds.

Signature: _____


Authorized/Legal Representative

Karen B. Guerrero,

Date: 11/18/24

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Shane Evans

OFFICE: Maintenance Director

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to approve adding mirrored tint to the courthouse windows per the recommendation of the courthouse security committee.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Shane Evans

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND TWO COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT. PLATS OR LARGE FORMATS PLEASE FURNISH 6 COPIES.

MADE BY: KELLY HOFFER

OFFICE: Road & Bridge

MEETING DATE: NOVEMBER 25, 2024

TIME PREFERRED: _____

SUBJECT: (PLEASE BE SPECIFIC) Consider, discuss and take appropriate action for The Commissioners' Court to Approve (3) Private Road Names for the Walnut Creek Ranch Development, Pct. 3.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: ROBERT SIMS, DONNE HOUGHTON, KELLY HOFFER

ESTIMATED LENGTH OF PRESENTATION: 5 minutes

IF PERSONNEL MATTER – NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, government Code, is a follows:

Meeting scheduled for Mondays: 5:00 P.M. previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rule Adopted by Commissioners' Court.



Kerr County Road & Bridge

3766 Hwy. 27
Kerrville, Texas 78028

TO: COMMISSIONERS' COURT
FROM: KELLY HOFFER
DATE: NOVEMBER 25, 2024

RE: THE COMMISSIONERS' COURT APPROVAL OF (3) PRIVATE ROAD NAMES FOR THE WALNUT CREEK RANCH DEVELOPMENT, PCT. 3.

TYLER CAMPBELL FROM CYPRESS VIEW INVESTMENT, LTD. APPLIED THROUGH THE KERR 911 OFFICE ON 10/15/2024 TO NAME (3) PRIVATE UNNAMED ROADS. THE PROPOSED NAMES ARE DERBY CT. N., QUILL CT. N. AND STANLEY CT. N. THESE ROADS ARE PART OF THE WALNUT CREEK RANCH DEVELOPMENT THAT DOES NOT REQUIRE PLATTING UNDER THE NEW SUBDIVISION RULES AND REGULATIONS SINCE THEY ARE PRIVATE ROADS.

AT THIS TIME, I ASK THE COMMISSIONERS' COURT FOR THEIR APPROVAL OF THE (3) PRIVATE NAMES OF DERBY CT. N., QUILL CT. N. AND STANLEY CT. N. ALL (3) ARE PART OF THE WALNUT CREEK RANCH DEVELOPMENT, PCT. 3.

Kelly Hoffer

From: nick@kerr911.org
Sent: Tuesday, October 15, 2024 3:46 PM
To: 'Kelly Hoffer'
Cc: 'Charlie Hastings'; 'Crystal Lockridge'; 'Mark Deltoro'
Subject: Road Naming application- Derby Ct N/Quill Ct N/Stanley Ct N
Attachments: DERBY.pdf; DERBYAPPSIGNED.PDF; QUILL.pdf; QUILLAPPSIGNED.PDF; STANLEY.pdf; STANLEYAPPSIGNED.PDF

These applications are obviously tied to the VP Ranch Rd N application, but I'm sending these separately because none of them need the agreement letter from a property owner. All three roads intersect with VP Ranch Rd N and exist fully within the Walnut Creek Ranch development.

Let me know if you have any questions!

Nic

Nick LaMontia, ENP

GIS Manager
Kerr Emergency 911 Network
819 Water Street Suite 270
Kerrville, TX 78028
830-792-5911

**Kerr County
Application for Road Naming**

Existing Road Name <u>NONE</u>		Suffix	Directional
Requested Name Change <u>DEBBY</u>		<u>CT</u>	<u>N</u>
Reason for Request <u>NEW ROAD & DEVELOPMENT</u>		Suffix	Directional
Location of Road <u>PROPERTY 10/18724</u>		Suffix	Directional
Yes/No	Petition Submitted? <u>NO</u>	Map or Drawing Submitted? <u>YES</u>	
Name of Subdivision _____		Volume _____	Page _____

Applicant Information Date of Request _____

Name Tyler Campbell

Entity Cypress View Investment, Ltd.

Address 1001 Water Street, Ste. 200B

City & Zip Kerrville, TX 78028

Phone 817-464-3173 Fax _____ Email tcamou@gmail.com

Kerr 9-1-1 Recommendations ROAD NAME MEETS 911 GUIDELINES

This application conforms with Road Naming and Addressing Guideline of Kerr 9-1-1

Nick Lamant 10/15/24
 (9-1-1 Representative) (Date)

County Use Only

County Maintained _____ Public Access _____ Private Road Restricted Access _____ 1990 Map Grid _____ TXDOT ID# _____

Commissioner JONATHAN LETZ Date Received 10.15.2024

911 Approval 10.15.2024

Date of Public Hearing N/A

Court Order Approving _____

Considerations

WALNUT CREEK RANCH DOES NOT REQUIRE PLATTING UNDER NEW RULES + REGULATIONS

Property Details

Count

Property ID: 18726 Geographic ID: 0678-1127-001000

Type: R Zoning:

Property Use:

Location

Business Address: 840 KEIDEL RANCH RD N, TX

Map ID: J36 Mapsco:

Legal Description: ABS A0678 GIBSON, SUR 1127,BLOCK (PT 845.0 ACS),ACRES 319.

Tract/Subdivision: A0678

Neighborhood:

Owner

Owner ID: 622759

Company Name: CYPRESS VIEW INVESTMENTS LTD

Agent:

Billing Address: 1001 WATER ST STE B-200
KERRVILLE, TX 78028

Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0

Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$2,807,155
Market Value:	\$2,807,155
Agricultural Value Loss: ②	\$2,781,981
Appraised Value:	\$25,174
Cap Loss: ②	\$0
Circuit Breaker: ②	\$0
Assessed Value:	\$25,1
Use Value:	\$25,1

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Land

pe	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Pro Val
B	RANGE BRUSHY	240.00	10,454,400.00	0.00	0.00	\$2,111,966	\$18,6
JA	RANGE NATIVE-AVERAGE	79.00	3,441,240.00	0.00	0.00	\$695,189	\$6,4

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assess
24	\$0	\$2,807,155	\$25,174	\$25,174	\$0	\$25,1
23	\$0	\$2,807,155	\$25,174	\$25,174	\$0	\$25,1
22	\$0	\$2,264,900	\$24,481	\$24,481	\$0	\$24,4
21	\$0	\$2,264,900	\$25,201	\$25,201	\$0	\$25,2
20	\$0	\$2,264,900	\$25,201	\$25,201	\$0	\$25,2
19	\$0	\$2,264,900	\$19,018	\$19,018	\$0	\$19,0
18	\$0	\$2,264,900	\$19,018	\$19,018	\$0	\$19,0
17	\$0	\$2,264,900	\$18,978	\$18,978	\$0	\$18,9
16	\$0	\$2,264,900	\$18,978	\$18,978	\$0	\$18,9

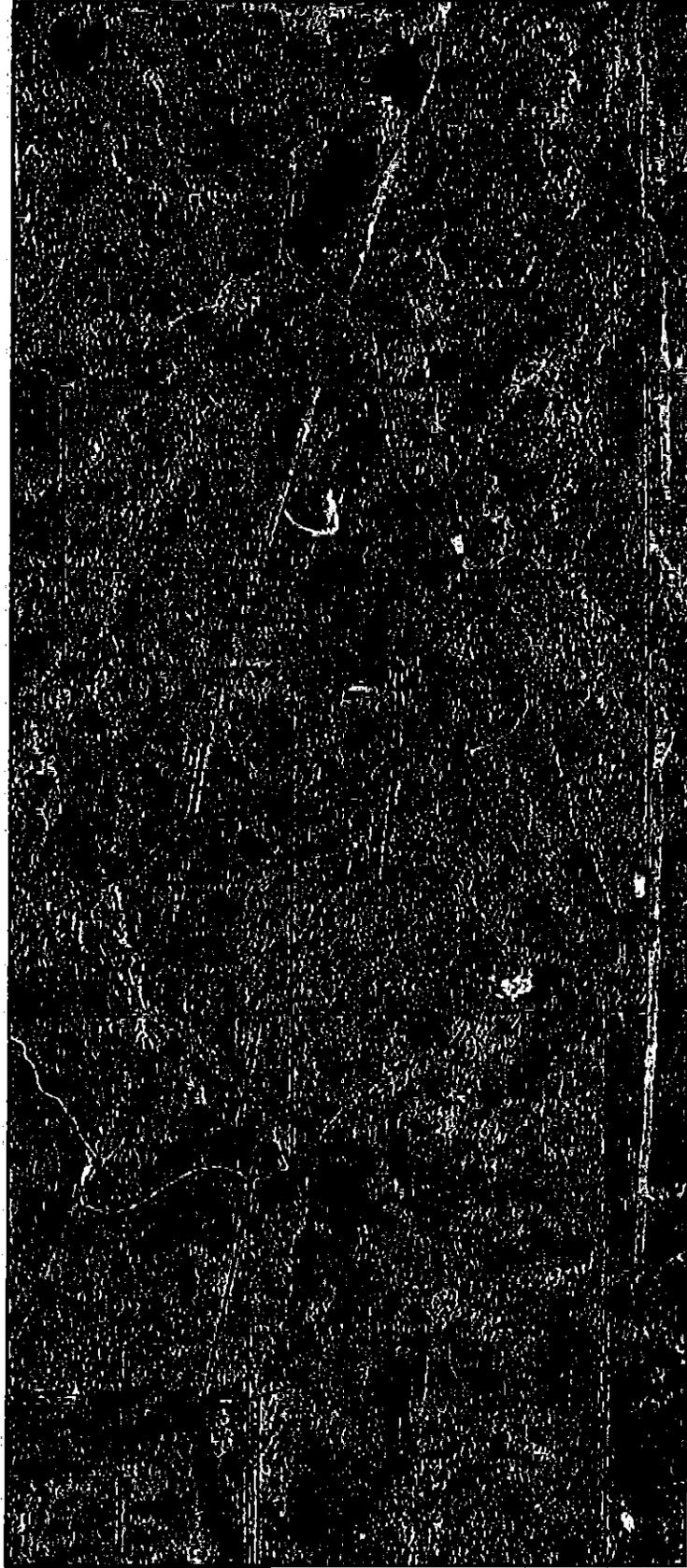
Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Numl
1/26/2007	WDVL	Warranty Deed With Vendors Lien	PRESSLER, WILBUR	GROBE-LICH PROPERTIES, LTD	1616	0323	006'
1/13/2008	WDVL	Warranty Deed With Vendors Lien	GROBE-LICH PROPERTIES, LTD	NICHOLSON, WILLIAM W & SANDRA SHINN	1681	0669	0046
1/31/2016	WD	Warranty Deed	NICHOLSON, WILLIAM W & SANDRA SHINN	BLUE LIGHT ENTERPRISES, LTD	16- 5586	5586	00

/19/2023	WDVL	Warranty Deed With Vendors Lien	BLUE LIGHT ENTERPRISES, LTD	CYPRESS VIEW HOLDINGS LLC	23- 07641	076
/25/2024	ASM	Assumption	CYPRESS VIEW HOLDINGS LLC	CYPRESS VIEW INVESTMENTS LTD	24- 01605	016



DERBY CT N (PROPOSED)



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.



**Kerr County
Application for Road Naming**

Existing Road Name <u>NONE</u>		Suffix _____	Directional _____
Requested Name Change <u>QUILL</u>		Suffix <u>CT</u>	Directional <u>N</u>
Reason for Request <u>NEW ROADS IN DEVELOPMENT</u>		Suffix _____	Directional _____
Location of Road <u>PROPERTY 10/106603</u>		Suffix _____	Directional _____
Yes/No	Petition Submitted? <u>NO</u>	Map or Drawing Submitted? <u>YES</u>	
Name of Subdivision _____		Volume _____	Page _____

Applicant Information		Date of Request _____
Name <u>Tyler Campbell</u>		
Entity <u>Cypress View Investment, Ltd.</u>		
Address <u>1001 Water Street, Ste. 200B</u>		
City & Zip <u>Kerrville, TX 78028</u>		
Phone <u>817-454-3173</u>	Fax _____	Email <u>tcamou@gmail.com</u>

Kerr 9-1-1 Recommendations ROAD NAME MEETS ALL GUIDELINES

This application conforms with Road Naming and Addressing Guideline of Kerr 9-1-1

Nick Lavantia 10.15.24
 (9-1-1 Representative) (Date)

County Use Only

County Maintained _____	Public Access _____	Private Road <input checked="" type="checkbox"/>	Restricted Access _____	1990 Map Grid _____	TXDOT ID# _____
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Commissioner JONATHAN LETZ Date Received 10.15.2024

911 Approval 10.15.2024

Date of Public Hearing N/A

Court Order Approving _____

Considerations

WALNUT CREEK RANCH DEVELOPMENT DOES NOT REQUIRE PLATTING UNDER NEW RULES + REGULATIONS.

Property Details

Count

Property ID: 16603

Geographic ID: 0323-0361-001000

Type: R

Zoning:

Property Use:

Location

Business Address:

Map ID: J36

Mapsc0:

Legal Description: ABS A0323 SORTER, SUR 361,BLOCK (PT 845.0 ACS),ACRES 32

Tract/Subdivision: A0323

Neighborhood:

Owner

Owner ID: 622759

Name: CYPRESS VIEW INVESTMENTS LTD

Agent:

Mailing Address: 1001 WATER ST STE B-200
KERRVILLE, TX 78028

Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0

Improvement Non-Homesite Value: \$0

nd Homesite Value:	\$0
nd Non-Homesite Value:	\$0
gricultural Market Valuation:	\$2,815,956
arket Value:	\$2,815,956
gricultural Value Loss:?	\$2,790,945
praised Value:	\$25,011
i Cap Loss: ?	\$0
rcuit Breaker: ?	\$0
essed Value:	\$25,C
 Use Value:	\$25,C

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Land

pe	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Pro Val
B	RANGE BRUSHY	125.00	5,445,000.00	0.00	0.00	\$1,099,983	\$9,7
B	RANGE BRUSHY	175.00	7,623,000.00	0.00	0.00	\$1,539,976	\$13,6
JA	RANGE NATIVE-AVERAGE	20.00	871,200.00	0.00	0.00	\$175,997	\$1,6

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assess
24	\$0	\$2,815,956	\$25,011	\$25,011	\$0	\$25,0
23	\$0	\$2,815,956	\$25,011	\$25,011	\$0	\$25,0
22	\$0	\$2,272,000	\$24,380	\$24,380	\$0	\$24,3
21	\$0	\$2,272,000	\$25,280	\$25,280	\$0	\$25,2
20	\$0	\$2,272,000	\$25,280	\$25,280	\$0	\$25,2
19	\$0	\$2,272,000	\$19,047	\$19,047	\$0	\$19,0
18	\$0	\$2,272,000	\$19,047	\$19,047	\$0	\$19,0
17	\$0	\$2,272,000	\$19,037	\$19,037	\$0	\$19,0
16	\$0	\$2,272,000	\$19,037	\$19,037	\$0	\$19,0

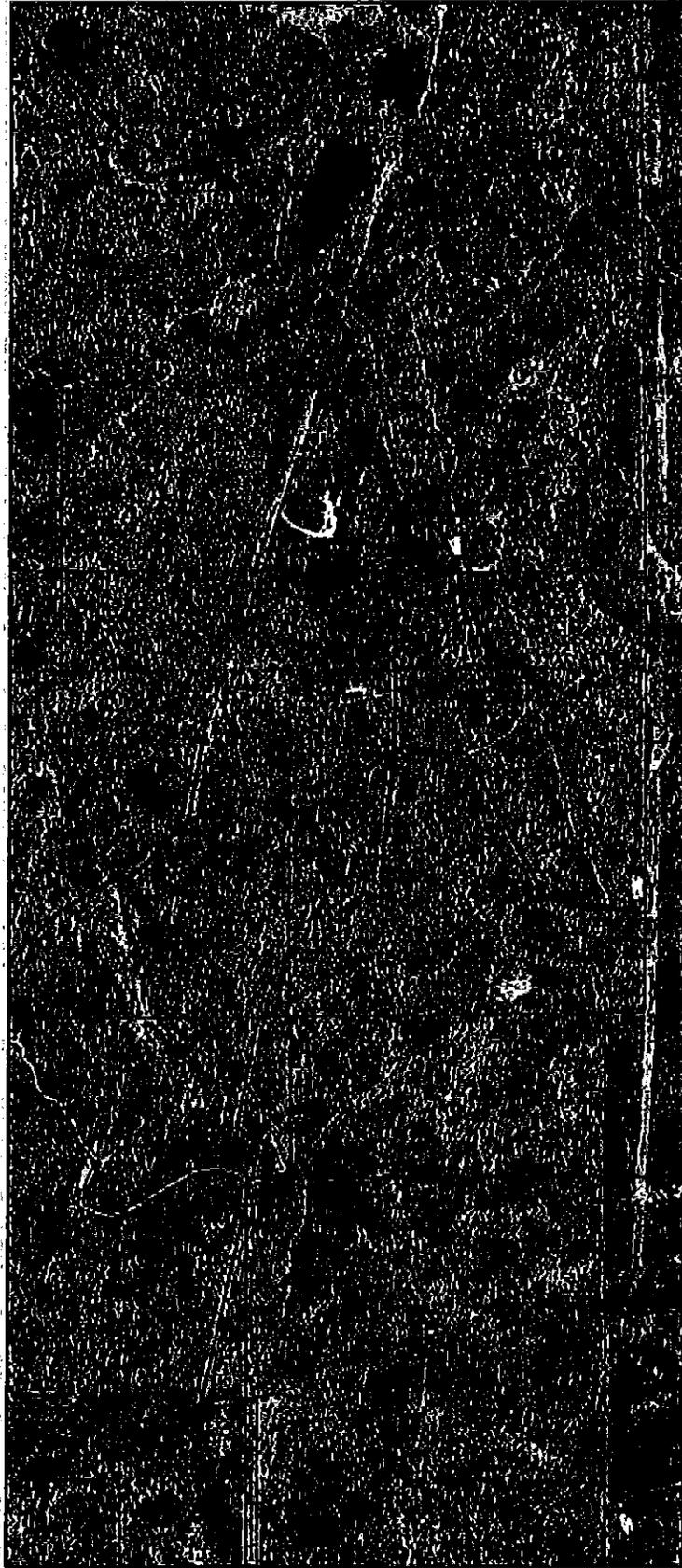
Property Deed History

Record Date	Type	Description	Grantor	Grantee	Volume	Page	Numl
1/26/2007	WDVL	Warranty Deed With Vendors Lien	PRESSLER, WILBUR	GROBE-LICH PROPERTIES, LTD	1616	0323	006'
1/13/2008	WDVL	Warranty Deed With Vendors Lien	GROBE-LICH PROPERTIES, LTD	NICHOLSON, WILLIAM W & SANDRA SHINN	1681	0669	0046
1/31/2016	WD	Warranty Deed	NICHOLSON, WILLIAM W & SANDRA SHINN	BLUE LIGHT ENTERPRISES, LTD	16- 5586	5586	00

/19/2023	WDVL	Warranty Deed With Vendors Lien	BLUE LIGHT ENTERPRISES, LTD	CYPRESS VIEW HOLDINGS LLC	23- 07641	076
/25/2024	ASM	Assumption	CYPRESS VIEW HOLDINGS LLC	CYPRESS VIEW INVESTMENTS LTD	24- 01605	016



QUILL CT N (PROPOSED)



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-groundsurvey and represents only approximate relative locations.



**Kerr County
Application for Road Naming**

Existing Road Name <u>NONE</u>	Suffix	Directional
Requested Name Change <u>STANLEY</u>	<u>CT</u>	<u>N</u>
Reason for Request <u>NEW ROAD W DEVELOPMENT</u>	Suffix	Directional
Location of Road <u>PROPERTY 10/18726</u>	Suffix	Directional
Yes/No Petition Submitted? <u>NO</u> Map or Drawing Submitted? <u>YES</u>		
Name of Subdivision _____	Volume _____	Page _____

Applicant Information	Date of Request _____
Name <u>Tyler Campbell</u>	
Entity <u>Cypress View Investment, Ltd.</u>	
Address <u>1001 Water Street, Ste. 200B</u>	
City & Zip <u>Kerrville, TX 78028</u>	
Phone <u>817-454-3173</u>	Fax _____ Email <u>tcamou@gmail.com</u>

Kerr 9-1-1 Recommendations ROAD NAME MEETS ALL GUIDELINES

This application conforms with Road Naming and Addressing Guideline of Kerr 9-1-1

Nick Lamantia
(9-1-1 Representative)

10/15/24
(Date)

County Use Only

County Maintained _____	Public Access _____	Private Road <input checked="" type="checkbox"/>	Restricted Access _____	1990 Map Grid _____	TXDOT ID# _____
-------------------------	---------------------	--	-------------------------	---------------------	-----------------

Date Received 10.15.2024

Commissioner JONATHAN LETZ

911 Approval 10.15.2024

Date of Public Hearing N/A

Court Order Approving _____

Considerations

WALNUT CREEK RANCH DOES NOT REQUIRE PLATTING UNDER NEW RULES + REGULATIONS

Property Details

Count

Property ID: 18726 **Geographic ID:** 0678-1127-001000

Use: R **Zoning:**

Property Use:

Location

Physical Address: 840 KEIDEL RANCH RD N, TX

Map ID: J36 **Mapscotag:**

Legal Description: ABS A0678 GIBSON, SUR 1127,BLOCK (PT 845.0 ACS),ACRES 319.

Tract/Subdivision: A0678

Neighborhood:

Owner

Owner ID: 622759

Company Name: CYPRESS VIEW INVESTMENTS LTD

Agent:

Mailing Address: 1001 WATER ST STE B-200
KERRVILLE, TX 78028

Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0

Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$2,807,155
Market Value:	\$2,807,155
Agricultural Value Loss: ?	\$2,781,981
Appraised Value:	\$25,174
Cap Loss: ?	\$0
Circuit Breaker: ?	\$0
Assessed Value:	\$25,1
Use Value:	\$25,1

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Land

pe	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Pro Val
B	RANGE BRUSHY	240.00	10,454,400.00	0.00	0.00	\$2,111,966	\$18,6
JA	RANGE NATIVE-AVERAGE	79.00	3,441,240.00	0.00	0.00	\$695,189	\$6,4

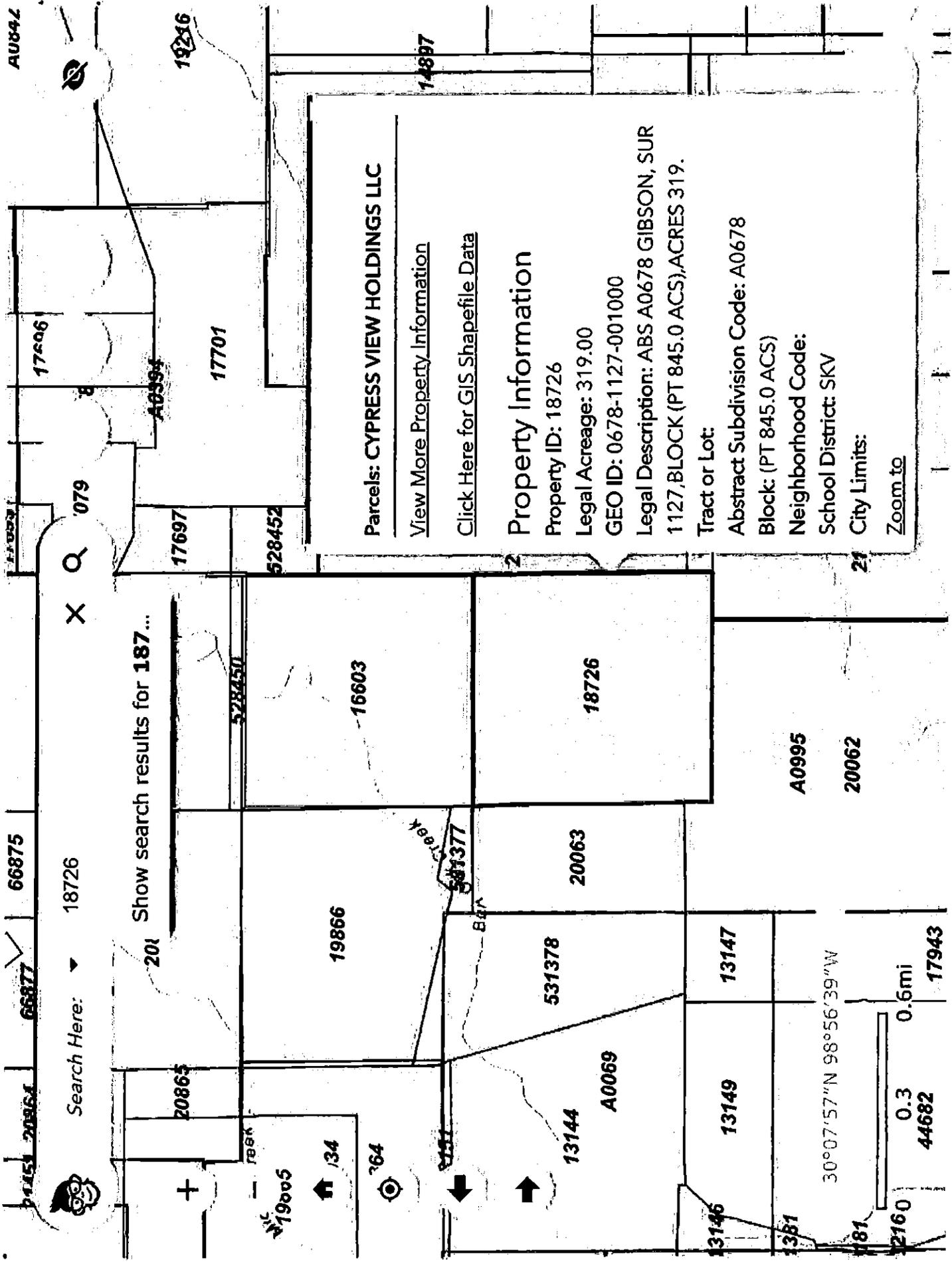
Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assess
24	\$0	\$2,807,155	\$25,174	\$25,174	\$0	\$25,1
23	\$0	\$2,807,155	\$25,174	\$25,174	\$0	\$25,1
22	\$0	\$2,264,900	\$24,481	\$24,481	\$0	\$24,4
21	\$0	\$2,264,900	\$25,201	\$25,201	\$0	\$25,2
20	\$0	\$2,264,900	\$25,201	\$25,201	\$0	\$25,2
19	\$0	\$2,264,900	\$19,018	\$19,018	\$0	\$19,0
18	\$0	\$2,264,900	\$19,018	\$19,018	\$0	\$19,0
17	\$0	\$2,264,900	\$18,978	\$18,978	\$0	\$18,9
16	\$0	\$2,264,900	\$18,978	\$18,978	\$0	\$18,9

Property Deed History

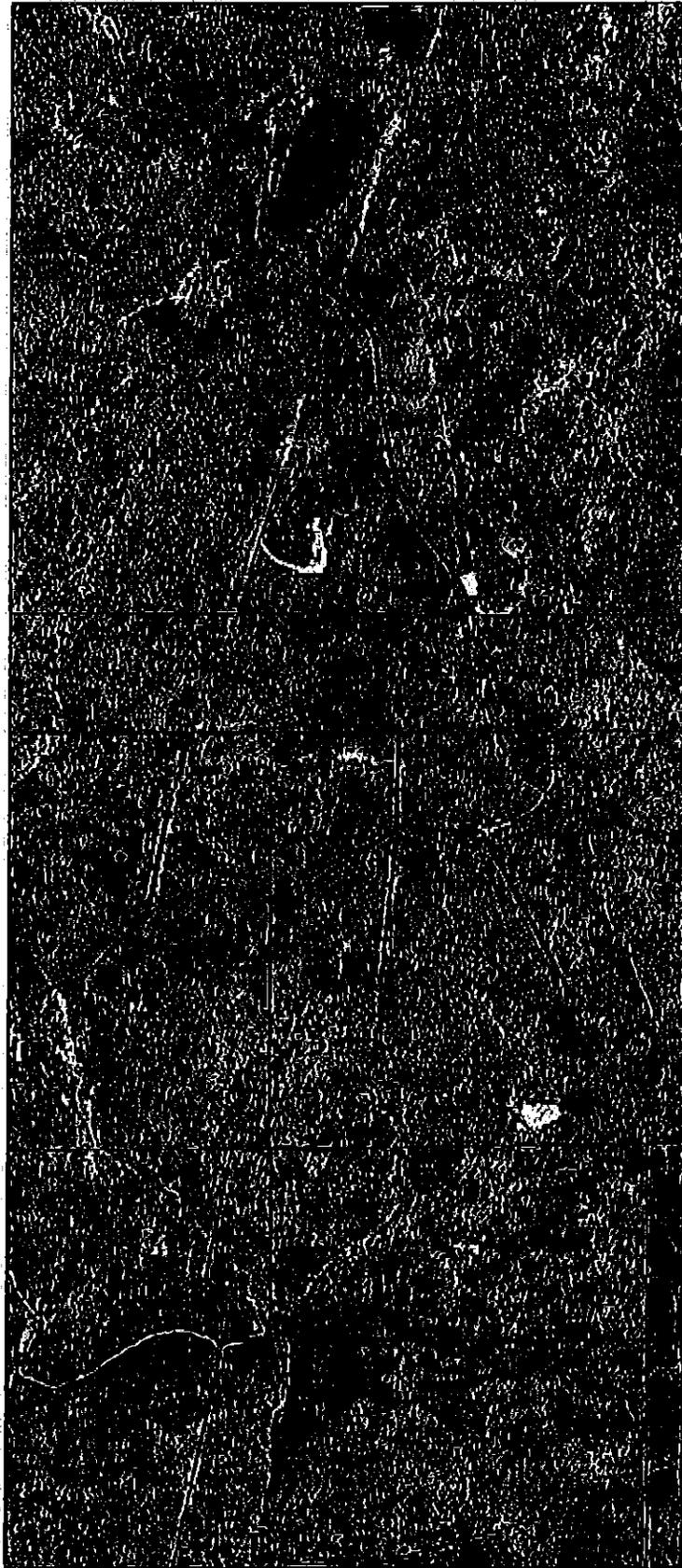
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Numl
1/26/2007	WDVL	Warranty Deed With Vendors Lien	PRESSLER, WILBUR	GROBE-LICH PROPERTIES, LTD	1616	0323	006'
1/13/2008	WDVL	Warranty Deed With Vendors Lien	GROBE-LICH PROPERTIES, LTD	NICHOLSON, WILLIAM W & SANDRA SHINN	1681	0669	0046
1/31/2016	WD	Warranty Deed	NICHOLSON, WILLIAM W & SANDRA SHINN	BLUE LIGHT ENTERPRISES, LTD	16- 5586	5586	00

/19/2023	WDVL	Warranty Deed With Vendors Lien	BLUE LIGHT ENTERPRISES, LTD	CYPRESS VIEW HOLDINGS LLC	23- 07641	076
/25/2024	ASM	Assumption	CYPRESS VIEW HOLDINGS LLC	CYPRESS VIEW INVESTMENTS LTD	24- 01605	016

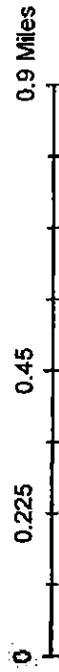




STANLEY CT N (PROPOSED)



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COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND THREE COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT. PLATS OR LARGE FORMATS PLEASE FURNISH 6 COPIES.

MADE BY: Kelly Hoffer/Robert Sims/Donne Houghton

OFFICE: Road & Bridge

MEETING DATE: November 25, 2024

TIME PREFERRED: _____

SUBJECT: (PLEASE BE SPECIFIC) Consider, discuss and take appropriate action for Commissioners' Court Approval of a General Contract with Secor Fence & Building Company for Fence and Gate Installation at Center Point Yard and Gate Installation for Kerrville Fire Department at Spur 100 Yard – both are Road and Bridge Department properties, Pct. 2, and have the County Judge sign the same.

EXECUTIVE SESSION REQUESTED:

NAME OF PERSON ADDRESSING THE COURT: Kelly Hoffer/Robert Sims/Donne Houghton

ESTIMATED LENGTH OF PRESENTATION: 5 minutes

IF PERSONNEL MATTER – NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, government Code, is a follows:

Meeting scheduled for Mondays: 5:00 P.M. previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rule Adopted by Commissioners' Court.



Kerr County Road & Bridge

3766 State Hwy 27
Kerrville, Texas 78028

Kelly Hoffer
Administrator

Telephone: 830-257-2993

FAX: 830-896-8481

Email: khoffer@co.kerr.tx.us

Cindi Scherwitz
Office Administrator

TO: Commissioners' Court

FROM: Kelly Hoffer, Road Administrator
Robert Sims, Crew Chief, Assistant Road Administrator

DATE: November 25, 2024

SUBJ: Commissioners' Court Approval of a General Contract with Secor Fence & Building Company for Fence and Gate Installation at Center Point Yard and Gate Installation for Kerrville Fire Department at Spur 100 Yard – both are Road and Bridge Department properties, Pct. 2

BEFORE YOU IS A GENERAL CONTRACT WITH SECOR FENCE & BUILDING COMPANY FOR A FENCE AND GATE INSTALLATION AT CENTER POINT YARD AND GATE INSTALLATION FOR KERRVILLE FIRE DEPARTMENT AT SPUR 100 YARD – BOTH ARE ROAD AND BRIDGE DEPARTMENT PROPERTIES, PCT. 2.

THIS PROJECT TO BE PAID OUT OF LINE ITEM 15-612-575 MAINTENANCE FACILITY.

THE COUNTY ATTORNEY HAS REVIEWED THIS CONTRACT.

AT THIS TIME, I ASK THE COMMISSIONERS' COUR FOR THEIR APPROVAL OF THIS GENERAL CONTRACT.

THANK YOU FOR YOUR CONSIDERATION.

GENERAL CONTRACT - SMALL PROJECT

Kerr County Road and Bridge Department— Spur 100 and Kelly Street Projects

THIS CONTRACT, entered into this _____ day of _____, 2024, by and between KERR COUNTY, TEXAS, hereinafter referred to as the "Owner", and Edward Secor Inc., Secor Fence & Building Company, with its offices located at 2028 Junction Highway, Kerrville, Texas 78028, hereinafter referred to as the "Contractor", is made for the following considerations:

1. The Contractor shall perform all work described in the proposal attached hereto as **Exhibit A**, and incorporated herein by reference in accordance with plans and specifications provided to Contractor by County. In the event that the attached proposal fails to provide details related to the work to be performed, the work shall be performed in accordance with the directions of the Owner's Representative, and shall not exceed \$8,180.00.
2. Whenever the words "Owner's Representative" or "representative" is used in this contract, it shall be understood as referring to Kerr County Road Administrator, Kelly Hoffer, or to such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular capacity under this agreement.
3. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied that have well known, technical or trade meanings shall be held to refer to such recognized standards.
4. The Contractor shall comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract.
5. All work shall be done and all materials furnished in strict conformity with the contract.
6. The Owner's Representative:
 - a. may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents;
 - b. will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto; and
 - c. will not be responsible for the Contractor's failure to perform the work in accordance with the contract.

7. All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall be understood to mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications. It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.
8. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.
9. **THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE KERR COUNTY, TEXAS AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.**
10. Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, materialmen, and suppliers of machinery and parts thereof, equipment, power tools, all supplies incurred in the furtherance of the performance of this contract. When Owner so requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
11. Contractor shall carry insurance in the following types and amounts for the duration of this Contract and furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof to Owner:
 - a. To the extent required by Texas Labor Code §406.096, certify to the Owner that Contractor has in effect workers' compensation insurance to cover Contractor's employees;
 - b. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000. The policy must provide contractual

liability coverage for liability assumed under this contract, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the Owner.

Contractor shall not commence work under this Contract until it has obtained all required insurance. Contractor shall not cause any insurance to be canceled or permit any insurance to lapse during the term of this Agreement or the six-month period following completion, in the case of a claims-made policy. All certificates shall include a clause to the effect that the policy may not be canceled, reduced, restricted, or limited until thirty (30) calendar days after Owner has received written notice of such cancellation or change.

12. Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned materials within a reasonable time after a written notice by the Owner, Owner may remove and replace it at Contractor's expense.
13. Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.
14. The Owner may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
 - (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating possible filing of claims.
 - (c) Failure of the Contractor to make payments promptly to subcontractors or for material or labor which the Owner may pay as an agent for the Contractor.
 - (d) Damages to another contractor or subcontractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld because of them.

15. This contract may not be assigned in any way without the specific, written consent of the Owner.
16. After all work is completed by the Contractor, and the Owner has inspected and approved that work, the Owner shall not later than thirty (30) days thereafter issue payment to the Contractor the balance of the amount due under the contract as proposed in **Exhibit A**,

hereto. The Owner shall be the final judge of when work is completed by the Contractor. The Owner shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all work is completed by the Contractor.

17. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
18. In the event of conflict between the provisions of any attachments or exhibits to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
19. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of this Agreement.

SIGNED AND AGREED THIS _____ DAY OF _____, 2024.

OWNER: KERR COUNTY, TEXAS

CONTRACTOR: Edward Secor, Inc., Secor Fence & Building Company

By: _____
ROB KELLY, County Judge

By: _____

Printed Name

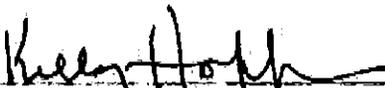
ATTEST:

Nadene Alford, Kerr County Clerk

Approved as to Form:

Approved as to Content:

Heather Stebbins, County Attorney



Kelly Hoffer, Kerr County Road Administrator

Exhibit A

Edward Secor Inc.
SECOR FENCE & BUILDING COMPANY

2028 Junction Hwy.
Kerrville, TX 78028

Phone: (830) 895-4757 Fax: (830) 895-4517

PROPOSAL SUBMITTED TO: Kerr County Road & Bridge	PHONE: 830-257-2993	DATE: 11/8/2024
ADDRESS: 3766 SH 27	JOB NAME: Fence & Gate Install at 406 Kelly St Gate Install for KFD off Spur 100	
CITY, STATE, ZIP: Kerrville, TX 78028	JOB LOCATION: Center Point & Kerrville, TX	JOB PHONE:

We hereby submit specifications and estimate for:

- Labor only for installation of approximately 161' of 6' tall plus 3 barb wire fence, including one 20' opening double swing gate at Kelly St location. Materials were previously purchased and will be provided by Kerr County Road & Bridge
- Labor and materials for new 24' opening commercial double swing gate to be installed in existing 6' tall plus 3 barb wire fence. New 4" OD, sch 40 pipe posts will be set in this existing fence line for hinge posts.

Kelly St Materials Provided:

Gate Posts	- 4" OD, sch 40 pipe
Terminal Posts	- 3" OD, sch 40 pipe
Line Posts	- 2-3/8" OD, sch 40 pipe
Top Rail	- 1-5/8" OD, sch 40 pipe
Fence Fabric	- 6' tall, 2" mesh, 9ga, chain link

Spur 100 Materials New:

Gate Posts	- 4" OD, sch 40 pipe
Gate Frame	- 1-7/8" OD, sch 40 pipe

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: \$8,180.00

Payment to be made as follows: Due in full at time of completion by check.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance.

Authorized Signature:  Date: 11/8/2024

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Secor Fence Company
Kerrville, TX United States

Certificate Number:
2024-1238751

Date Filed:
11/14/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Kerr County Road & Bridge

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
11142024
Fence & Gate install Kelly St & Spur 100 access gate required by KFD

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Secor, William	Kerrville, TX United States	X	

5 Check only if there is NO interested Party.

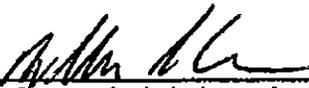
6 UNSWORN DECLARATION

My name is William L Secor, and my date of birth is 08/03/1973

My address is 2028 Junction Hwy, Kerrville, TX, 78028, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Kerr County, State of Texas, on the 14 day of August, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Google Maps

111 Kelly St

Center Point, Texas

Google Street View

Aug 2023 See more dates

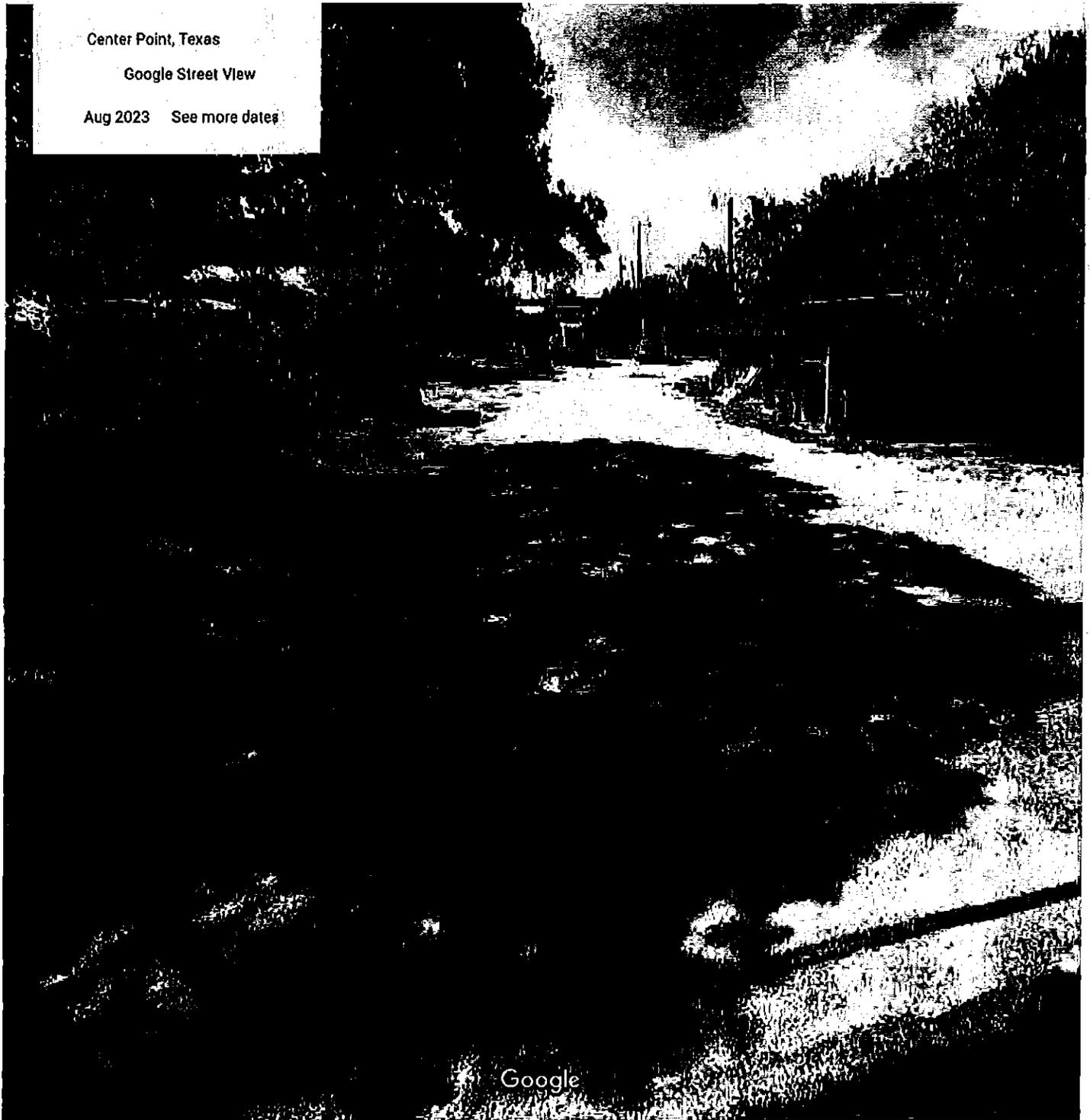
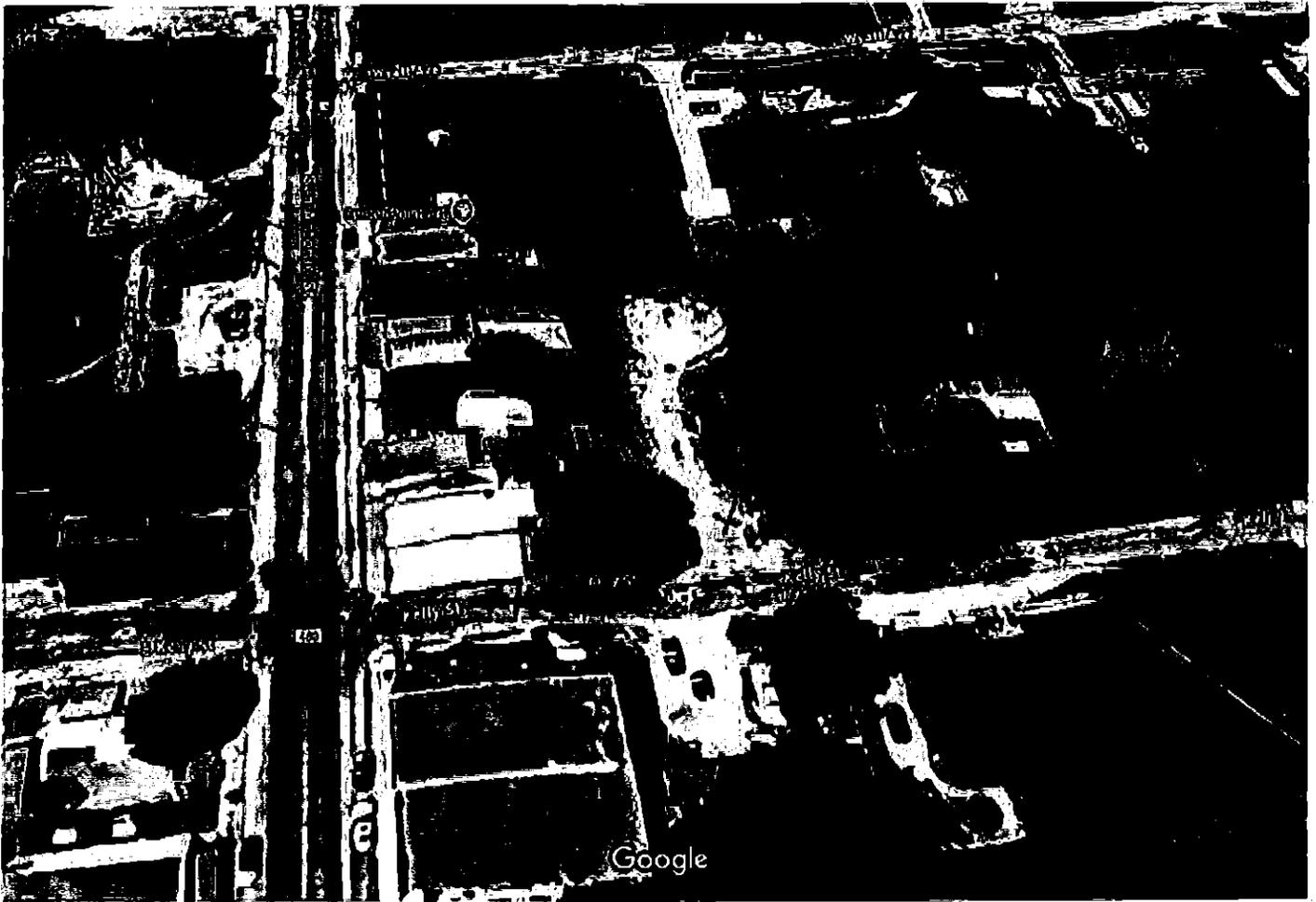


Image capture: Aug 2023 © 2024 Google

Park Dam
 Skyline Dr
 Kelly St
 Church St
 Los Dós Amigos
 Center Point High School

Google Maps

Kelly St



Imagery ©2024 Airbus, Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2024 20 ft



Kerrville Property Map

Kelly St Kelly St

X

-99.037 29.944 Degrees

50 ft City of Kerrville, KPUB, Maxar, Microsoft ... Powered by Esri

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND TWO COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: KELLY HOFFER

OFFICE: Road & Bridge

MEETING DATE: NOVEMBER 25, 2024

TIME PREFERRED: _____

SUBJECT: (PLEASE BE SPECIFIC) Consider, discuss and take appropriate action to open and read the Annual Bids for Road Materials.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: KELLY HOFFER

ESTIMATED LENGTH OF PRESENTATION: 10 minutes

IF PERSONNEL MATTER – NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, government Code, is a follows:

Meeting scheduled for Mondays: 5:00 P.M. previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rule Adopted by Commissioners' Court.



Kerr County Road & Bridge
3766 SH 27
Kerrville, Texas 78028

TO: COMMISSIONERS' COURT
FROM: KELLY HOFFER
DATE: NOVEMBER 25, 2024

RE: OPEN AND READ ANNUAL BIDS FOR ROAD MATERIALS

AT THIS TIME, WE ASK THE COURT TO OPEN AND READ ALL MATERIAL BIDS RECEIVED.

ALL BID PRICES ARE TO BEGIN JANUARY 1, 2025 AND BE IN EFFECT UNTIL DECEMBER 31, 2025.

WE WILL RETURN TO COMMISSIONERS' COURT ON MONDAY, DECEMBER 9, 2024 TO AWARD THE BIDS.

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Bryan Evans/Jake Williamson

OFFICE: IT Director

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss, take appropriate action to allow or deny Oak View Group (Global Spectrum) to enter into a rental contract with TSMR for a motorcycle rally in 2025 and/or subsequent years.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Bryan Evans/Jake Williamson

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

_____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

Jody Grinstead

From: Jake Williamson <Jake.Williamson@oakviewgroup.com>
Sent: Tuesday, November 19, 2024 1:09 PM
To: Jody Grinstead
Cc: don harris
Subject: Agenda Request
Attachments: TSMR-Commissioners Court Packet .pdf

Howdy!

Would like to see if we could get a 9:30 slot for the next court agenda? Bryan Evans has requested to rent River Star Park and additional parking areas to put on a motorcycle rally in March of 2025. I have attached the presentation that he would like to make to the court for consideration.

Consider, discuss, take appropriate action to allow or deny Oak View Group (Global Spectrum) to enter into a rental contract with TSMR for a motorcycle rally in 2025 and/or subsequent years. (Bryan Evans/Jake Williamson)

Details that I was made aware of when he toured the facility would be a 21 and over only show, concerts in the evening (as late as would be allowed) and a three-day run time that would include overnight camping on premise.

Thanks!

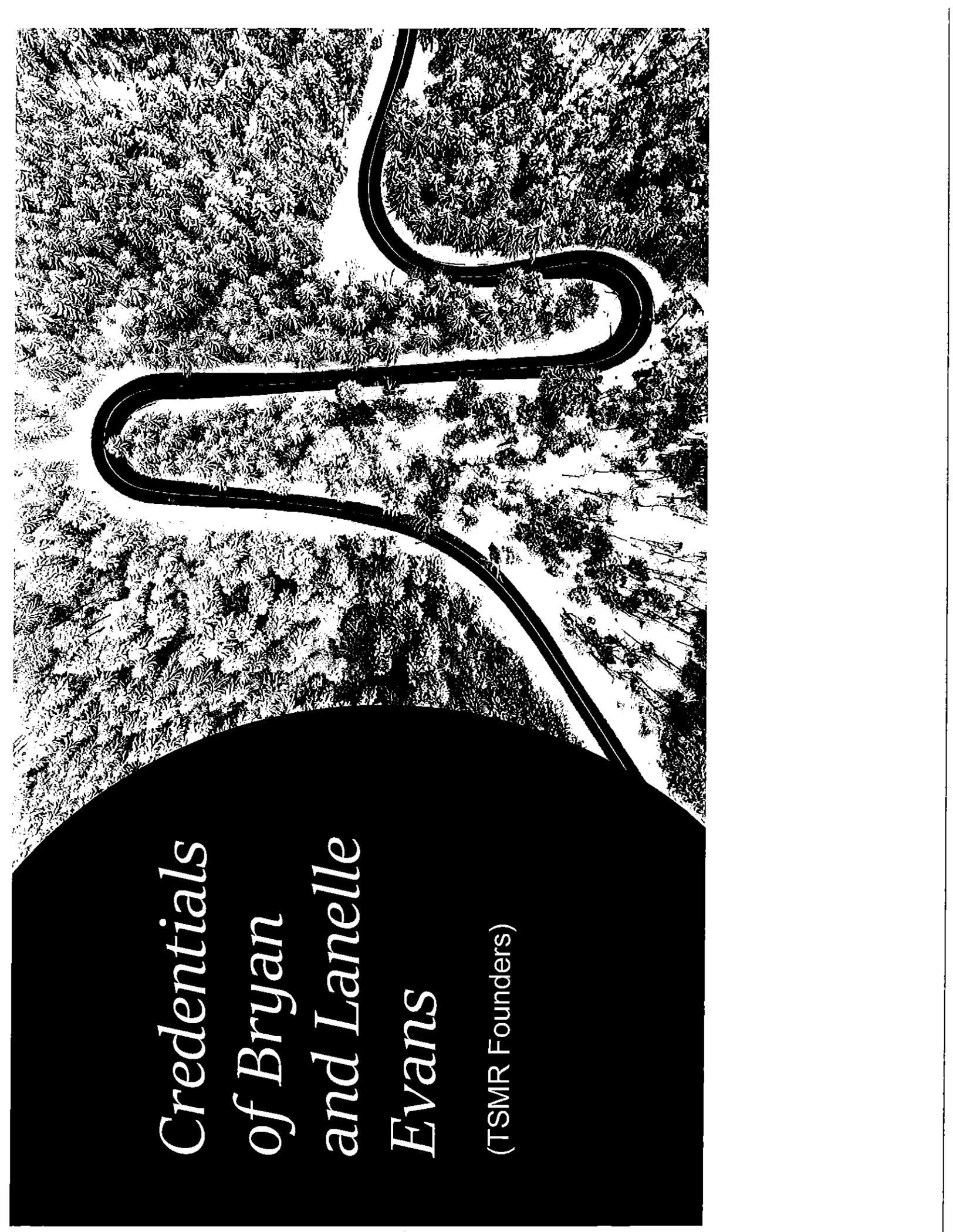
Jake Williamson
General Manager

Oak View Group | Hill Country Youth Event Center
3785 Hwy 27, Kerrville, TX 78028
O: 830.896.9044 C: 970.988.4288



*Texas SportBike Moto Rallies,
LLC Proposal to host
sportbike rally "Summit in
the Hills" at Kerr County
Youth Event Center*



An aerial photograph of a winding road through a dense forest. The road is dark and curves through the lighter-colored trees. The bottom of the image is obscured by a black semi-circular shape containing white text.

*Credentials
of Bryan
and Lanelle
Evans*

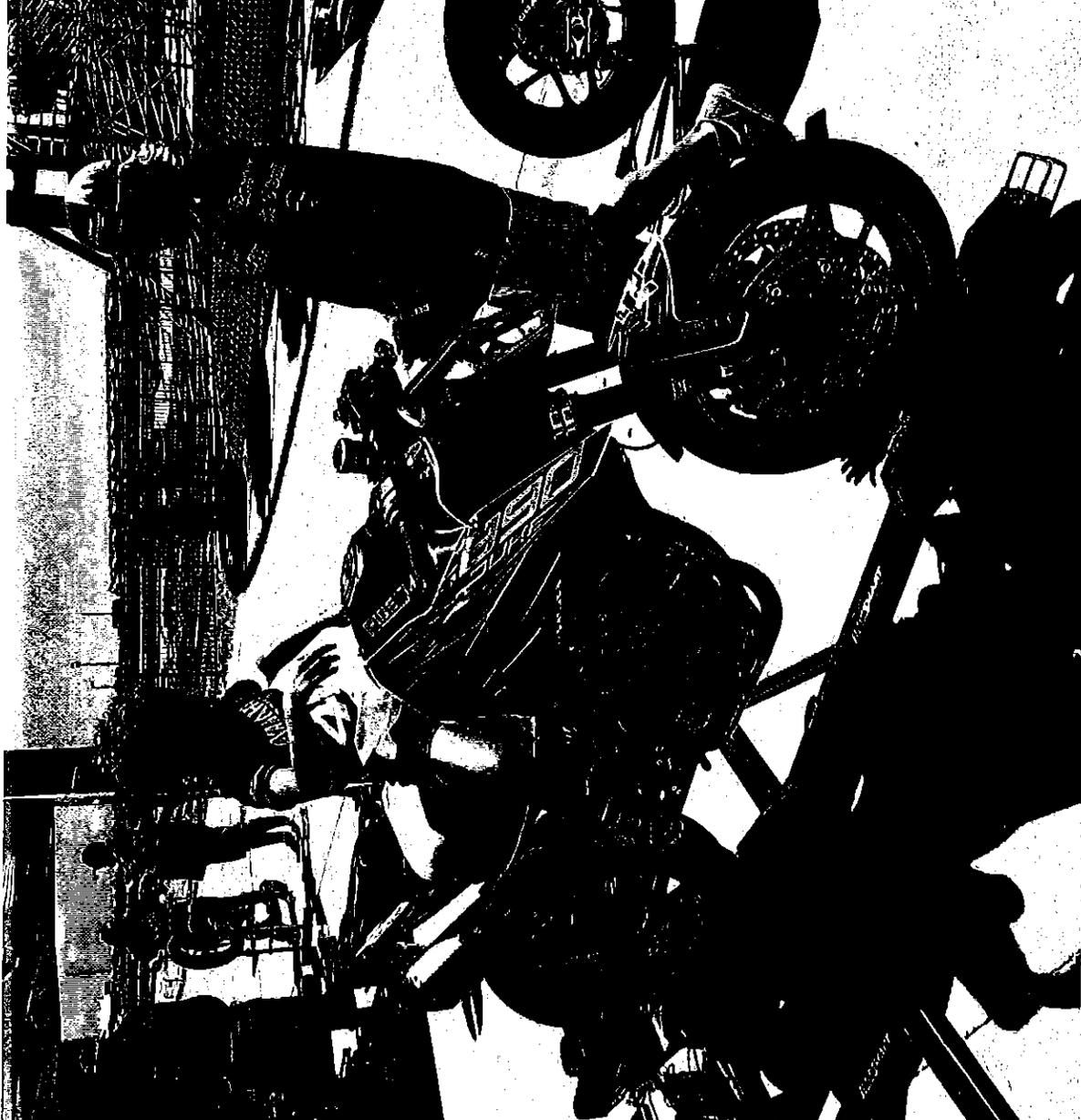
(TSMR Founders)

Bryan Evans

*Licensed Expert Competitive Racer
2009-2022*

*Motorcycle Safety Instructor and
DPS Certified from 2015-2022*

*RideSmart Motorcycle School
Instructor 2012 to Current (Second
Largest Motorcycle School in the
Nation)*



Lanelle Evans

RideSmart Motorcycle School Customer Relations, Organization, and Administrative assistant of Owner. 2022-Current

Motorcycle Rider/Enthusiast of all motorcycles and types.

Advocator of Safety and Committed to the Motorcycle Culture and Continuation of youth to the sport of riding.

Registered Nurse by Trade



SportBike Demographic

*All Ages, Sex, Race, and Backgrounds

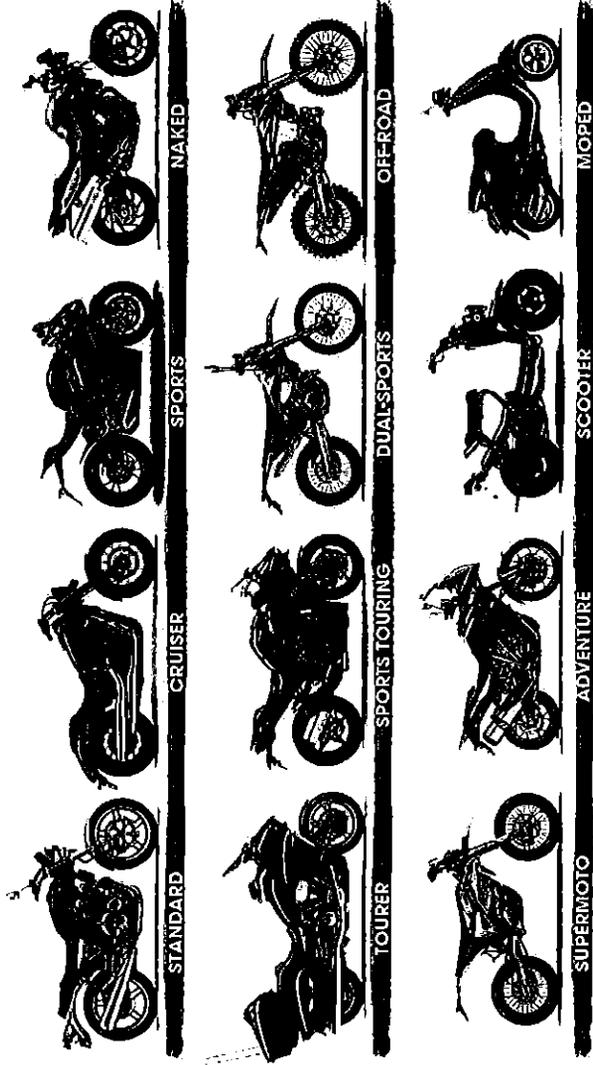
(lawyers, doctors, business owners, teachers, police officers)

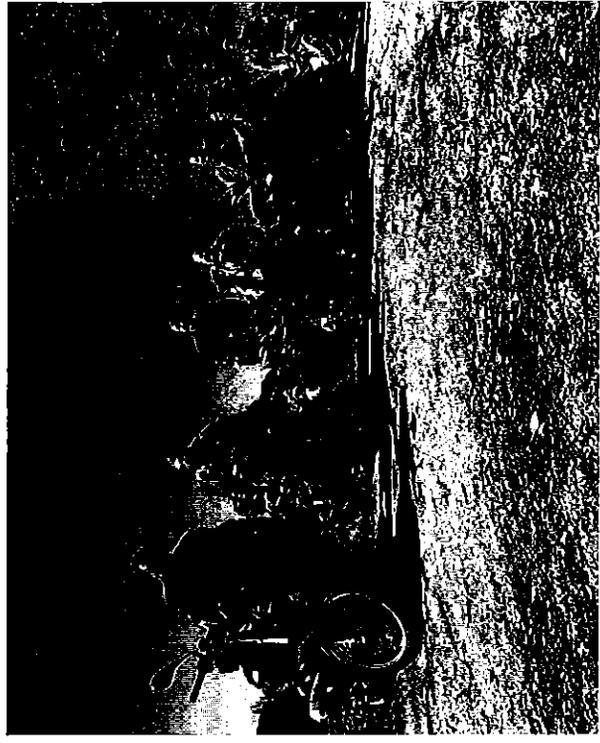
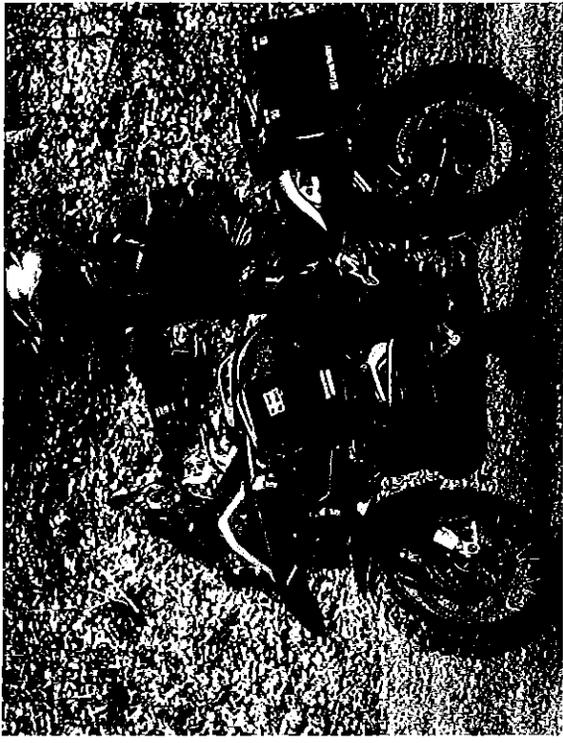
*All experience levels

*GROWING POPULARITY

* SportBike riders and motorcycle riders are stereotyped as "CROTCH rockets" The REALITY ...most motorcycles are SportBikes

*TSMR welcomes ALL makes and models of motorcycles





HIGHLIGHTS , GAMES,
and ATTENDANTS!!!

1000-1600 people expected for the
INAGURAL "Summit in the Hills"
Rally

Games:

Barbie/Jeep Car Downhill RACES
Slow RACES & other motorcycle
games
Couples and Stage games

Highlights:

Motorcycle Aerial Stunt Shows,
Concerts, Food, Vendors, Bike Show,
Audio Competition, Guided Rides,
Poker Run, Drawings



Economic IMPACT

The Expected influx of visitors and the boost to tourism, hospitality, and the retail sectors; brings potential economic benefits not only to the County but also for the City and local businesses

Based on a Customers National Average Spend for a rally attendee is \$274 per day

Based on 1,000 attendees X day = \$274,000

3-day event potential= \$822,000

Love our Community

Love our County

Love our Businesses

Love our Citizens

Event Logistics & Support

Texas SportBike Moto Rallies (TSMR), the sister company of Biker Rallies of Texas (BROT), is proud to bring 25 years of experience producing successful rallies in Bandera. We have a highly skilled team with in-depth knowledge of all aspects of event management and logistics, ensuring a smooth, safe, and enjoyable experience for all attendees.

Sponsorship & Partnerships

TSMR has secured partnerships with DestinationCycle, Attorney Brian White, Monster Energy, RideSmart Motorcycle School as our primary sponsors and advertising focus, further enhancing our outreach and event experience.

Logistics & Security

Our experienced personnel, including staff from Biker Rallies of Texas, will provide comprehensive support in logistics, management, and security for next year's event. This dedication to safety and quality event execution is evident in our 25 years of successful rallies within Bandera County.



TEXAS SPORTBIKE MOTO RALLIES

2 IS BETTER THAN 4

CONCLUSION

It is our commitment to promote safety and camaraderie within the motorcycle community

With the inclusive nature of the "SUMMIT IN THE HILLS" Rally we will be welcoming riders, motorcycles and vendors of all types, from many states, and a chance to experience our beautiful riding atmosphere.

We are grateful for the opportunity to engage with the Commissioner's Court and Kerr County to seek support for our rally

We pray that with our vision of creating a memorable and enjoyable event for years to come, that TSMR's event will benefit both the motorcycle community and the Kerrville Community at large.

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Cory Thoennes

OFFICE: IT Director

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to approve Renewal Addendum for contract services between Windstream and Kerr County for provided phone services.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Cory Thoennes

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

_____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

Jody Grinstead

From: Cory Thoennes <cory.thoennes@co.kerr.tx.us>
Sent: Tuesday, November 19, 2024 9:57 AM
To: Jody Grinstead
Subject: FW: Windstream - Account Status - County of Kerr
Attachments: County of Kerr_Windstream_Offer.pdf

I know I've been paying these bills but am I actually the one to sign this agreement?

Cory

From: Tracy Soldan <tsoldan@co.kerr.tx.us>
Sent: Tuesday, November 19, 2024 9:01 AM
To: cory.thoennes@co.kerr.tx.us
Subject: FW: Windstream - Account Status - County of Kerr

Tracy Soldan, C.C.T, C.I.O.
Kerr County Treasurer
700 Main Street, Suite BA 100
Kerrville, TX 78028
(830)792-2276
(830)257-9228 FAX



DISCLAIMER: This email (and all attachments) is a public record of Kerr County and is subject to public disclosure under the Texas Public Information Act. This email is also subject to the State Retention Schedule.

From: Schallock, Tami L <Tami.Schallock@windstream.com>
Sent: Monday, November 18, 2024 12:54 PM
To: tsoldan@co.kerr.tx.us
Subject: Windstream - Account Status - County of Kerr

Hi,

I am assigned to your Windstream/Kinetic account and need to speak with you regarding the agreement status.

The account is Out of Term and subject to rate increases. We can renew the account to make it exempt from future rates increases with the attached a renewal offer. The renewal will renew the services as they are today and retain the existing rates. The renewal will also exempt you from future rate increases.

Please review and let me know if you have any questions. If you want to take advantage of the offer, we just need the document signed and returned. I can also send it over through DocuSign if that is easier.

Thanks
Tami



Tami Schallock
Customer Development
920.968.7386 office
330-425-0640 fax
tami.schallock@windstream.com

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.

Sensitivity: Internal

RENEWAL ADDENDUM

Offer: ~~2022-2024 CUSTO SPECIAL MUL OF 2024 112~~

THIS ADDENDUM ("Addendum") is entered into between the Windstream entity that appears on your bill ("WIN") and COUNTY OF KERR ("Customer") and amends the Service Terms and Conditions (collectively along with this Addendum, the "Agreement") entered between WIN and Customer. Undefined capitalized terms used herein shall have the meanings ascribed in the Service Terms and Conditions.

The Agreement shall be deemed amended as follows:

- 1. Renewal Term; Pricing.** The Customer has one or more portions of Service(s) scheduled to become out of term or are currently out of term, and due to this state, WIN has or may be scheduled to remove any discounts and reoccurring credits in place and move the Customer to a month-to-month term with an increase above tariffed base rates. In exchange for a new renewal ("Renewal Term"), WIN agrees to leave the pricing for the Services as it was during the October 2024 billing cycle. Historic billing can be viewed online via the Customer Portal. For the avoidance of doubt, WIN's agreement to leave pricing as it was during the billing cycle does not constitute a rate lock for the Renewal Term or subsequent renewal or automatic renewal terms, as applicable. WIN reserves the right to increase rates in accordance with Section 2 of the Service Terms and Conditions.
- 2. Please check the box to select the Renewal Term:**

 Thirty-Six (36) month Renewal Term
- 3. Impacted Accounts.** This Renewal Term applies to all the billing account number(s) listed below. All accounts will be updated to a coterminous contract end date, regardless of current individual contract end dates. Please note that service descriptions on the Customer bill(s) will change.
Account Number(s): See Attachment A
- 4. Early Termination Liability.** If Customer terminates the Agreement after commencement of the Renewal Term for any reason other than for cause, Customer shall incur liability for early termination as set forth in the Agreement, as well as the full amount of any applicable credit(s), should they apply.
- 5. Applicable Terms and Conditions.** The Service Terms and Conditions, which can be accessed at: <https://www.windstreamenterprise.com/legal/service-terms-and-conditions/> shall apply and govern the provision of Services during the term of this Agreement and any subsequent service term, including how these terms may change in the future. To the extent there is a conflict between these incorporated terms and the terms of this Addendum, the terms of this Addendum shall control.
- 6. Miscellaneous.** Any changes to the Agreement necessary to conform the Agreement to this Addendum are hereby deemed to be made with the understanding that should the Customer have any disconnect, conversion or account change(s) in process, WIN reserves the right to negate this Agreement or if it was generated in error or based on faulty data. This Addendum supersedes and replaces all prior and contemporaneous agreements, terms and conditions, discussions and understandings, whether written or oral, concerning the subject matter hereof, with the understanding, this Addendum does not modify any terms and conditions that exist in the original Agreement in respect to rate adjustments. Handwritten modifications to this Addendum are not binding on either WIN or Customer. This Addendum is not effective until executed by an authorized representative of each party.

This Renewal Agreement offer will expire in seven (7) calendar days from the date issued and will not be accepted after that time.

RENEWAL ADDENDUM

IN WITNESS WHEREOF, WIN and Customer have executed this Addendum by their duly authorized representatives, on the day and year indicated below.

Customer: _____

Address: _____

Customer Authorized Signature	Print Name/Title	Date
-------------------------------	------------------	------

Windstream Acceptance	Print Name/Title	Date
-----------------------	------------------	------

Confidential and Proprietary
Rev Date: 2022-02-03
Extension Date: 2024-11-18

RENEWAL ADDENDUM

Attachment A

Billing Account Number	Location Number	Location Name
025976035	125966035	KERR CO SHERIFFS OFC
125975390	125975390	SHERIFF S OFFICE
125975855	125975855	KERR COUNTY SHERIFF DEPT
125975856	125975856	KERR COUNTY SHERIFF DEPT
125998398	125998398	DISTRICT CLERK
126443236	126443236	KERR COUNTY SHERIFF S OFFICE

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Bob Reeves

OFFICE: Tax Assessor/Collector

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action on approving bond for the Tax Assessor/Collector.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Bob Reeves

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

_____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

Texas



Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Kerr } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 72096974

That we, Bob Reeves, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County of Kerr Commissioners Court, his successors in office, in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 7th day of November, 2024.

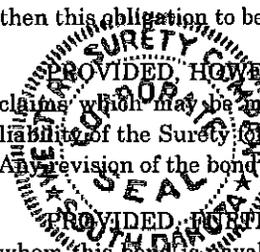
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly Appointed (Elected—Appointed) to the office of County Assessor-Collector in and for Kerr County, State of Texas, for a term of three years commencing on the 1st day of December, 2024.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall ⁴ faithful performance of the person's duties as assessor-collector.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety of any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Principal
WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Assessor-Collector County of Kerr Commissioners Court

bond with bond number 72096974

for Bob Reeves as Principal in the penalty amount not to exceed: \$ 100,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 7th day of November, 2024.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 7th day of November, 2024, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green

Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

To get information or file a complaint with your insurance company or HMO:

Call: Customer Service at **1-605-336-0850**

Toll-free: **1-800-331-6053**

Email: uwservices@cnasurety.com

Mail: P.O. Box 5077, Sioux Falls, SD 57117-5077

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamacion o con su prima de seguro, llame primero a su compania de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en ingles) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, tambien debe presentar una queja a traves del proceso de quejas o de apelaciones de su compania de seguros o HMO. Si no lo hace, podria perder su derecho para apelar.

Western Surety Company, Surety Bonding Company of America or Universal Surety of America

Para obtener informacion o para presentar una queja ante su compania de seguros o HMO:

Llame a: Servicio al Cliente al **1-605-336-0850**

Telefono gratuito: **1-800-331-6053**

Correo electronico: uwservices@cnasurety.com

Direccion postal: P.O. Box 5077, Sioux Falls, SD 57117-5077

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: **1-800-252-3439**

Presente una queja en: www.tdi.texas.gov

Correo electronico: ConsumerProtection@tdi.texas.gov

Direccion postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

COMMISSIONERS' COURT AGENDA REQUEST

**PLEASE FURNISH ONE ORIGINAL AND ONE (1) COPY OF THIS REQUEST
AND DOCUMENTS TO BE REVIEWED BY THE COURT**

MADE BY: Tracy Soldan

OFFICE: Treasurer's Office

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss, and take appropriate action to approve the revised County Payroll Schedule for FY 2024 – 25 and rescind original approval of payroll schedule - court order #40706.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Tracy Soldan

ESTIMATED LENGTH OF PRESENTATION: 5 min

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 5:00 PM previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____ .M.

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KERR COUNTY FY 2024/2025 PAY DATE SCHEDULE

order xxxxx

PAY PERIOD BEGIN DATE	PAY PERIOD END DATE	TIMESHEETS DUE BY 10:00 AM	PAY DATE
9/22/24	10/05/24	Monday, October 7, 2024	Friday, October 11, 2024
10/06/24	10/19/24	Monday, October 21, 2024	Friday, October 25, 2024
10/20/24	11/02/24	Monday, November 4, 2024	Friday, November 8, 2024
11/03/24	11/16/24	Monday, November 18, 2024	Friday, November 22, 2024
11/17/24	11/30/24	Monday, December 2, 2024	Friday, December 06, 2024
12/01/24	12/14/24	Monday, December 16, 2024	Friday, December 20, 2024
12/15/24	12/28/24	Friday, December 27, 2024	Friday, January 3, 2025
12/29/24	01/11/25	Monday, January 13, 2025	Friday, January 17, 2025
01/12/25	01/25/25	Monday, January 27, 2025	Friday, February 1, 2025
01/26/25	02/08/25	Monday, February 10, 2025	Friday, February 14, 2025
02/09/25	02/22/25	Monday, February 24, 2025	Friday, February 28, 2025
02/23/25	03/08/25	Monday, March 10, 2025	Friday, March 14, 2025
03/09/25	03/22/25	Monday, March 24, 2025	Friday, March 28, 2025
03/23/25	04/05/25	Monday, April 7, 2025	Friday, April 11, 2025
04/06/25	04/19/25	Monday, April 21, 2025	Friday, April 25, 2025
04/20/25	05/03/25	Monday, May 05, 2025	Friday, May 09, 2025
05/04/25	05/17/25	Friday, May 16, 2025	Friday, May 23, 2025
05/18/25	05/31/25	Monday, June 02, 2025	Friday, June 06, 2025
06/01/25	06/14/25	Monday, June 16, 2025	Friday, June 20, 2025
06/15/25	06/28/25	Friday, June 27, 2025	Thursday, July 03, 2025
06/29/25	07/12/25	Monday, July 14, 2025	Friday, July 18, 2025
07/13/25	07/26/25	Monday, July 28, 2025	Friday, August 1, 2025
07/27/25	08/09/25	Monday, August 11, 2025	Friday, August 15, 2025
08/10/25	08/23/25	Monday, August 25, 2025	Friday, August 29, 2025
08/24/25	09/06/25	Monday, September 08, 2025	Friday, September 12, 2025
09/07/25	09/20/25	Monday, September 22, 2025	Friday, September 26, 2025

★ Pay Dates January 31, 2025 & August 29, 2025 will have no insurance premiums deducted

COMMISSIONERS' COURT AGENDA REQUEST

**PLEASE FURNISH ONE ORIGINAL AND ONE (1) COPY OF THIS REQUEST
AND DOCUMENTS TO BE REVIEWED BY THE COURT**

MADE BY: Tracy Soldan

OFFICE: Treasurer's Office

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to approve the Kerr County Incentive Program as part of the Texas Association of Counties Healthy County Rewards Program for 2025.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Tracy Soldan

ESTIMATED LENGTH OF PRESENTATION: 5 min

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays:

5:00 PM previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____ .M.

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

Proposed County Sponsored Incentive Plan for 2025:

WELLNESS ACTIVITIES: Calendar Year	WELLNESS INCENTIVE
Annual Physical Exam: Obtain an annual physical with a network provider during the calendar year.	4 hours PTO in 2026
Healthy County Reward Activities: Earn 50 out of 75 points in Healthy County Rewards on the WebMD ONE portal during the calendar year.	4 hours PTO in 2026

COMMISSIONERS' COURT AGENDA REQUEST

**PLEASE FURNISH ONE ORIGINAL AND ONE (1) COPY OF THIS REQUEST
AND DOCUMENTS TO BE REVIEWED BY THE COURT**

MADE BY: Tracy Soldan

OFFICE: Treasurer's Office

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss, and take appropriate action to approve a resolution in support of legislative action authorizing Kerr County to collect a Hotel Occupancy Tax (HOT).

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Bob Reeves, Tanya Shelton, Tracy Soldan

ESTIMATED LENGTH OF PRESENTATION: 5 min

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays:

5:00 PM previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____

@ _____ .M.

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

Jody Grinstead

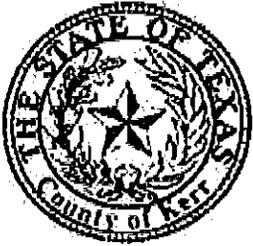
From: Tracy Soldan <tsoldan@co.kerr.tx.us>
Sent: Wednesday, November 20, 2024 3:10 PM
To: Jody Grinstead
Cc: breeves@co.kerr.tx.us; tshelton@co.kerr.tx.us
Subject: Agenda Item #3
Attachments: Comm Crt Agenda Request 112524-3.docx

Jody,

Here is the last agenda item I have for Monday. Bob, Tanya and I can all speak on this topic. I am waiting for the final draft of the resolution for back-up and hope to have that in time for the court to review by the end of this week.

Thank you,

Tracy Soldan, C.C.T, C.I.O.
Kerr County Treasurer
700 Main Street, Suite BA 100
Kerrville, TX 78028
(830)792-2276
(830)257-9228 FAX



DISCLAIMER: This email (and all attachments) is a public record of Kerr County and is subject to public disclosure under the Texas Public Information Act. This email is also subject to the State Retention Schedule.

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND TWO COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT. PLATS OR LARGE FORMATS PLEASE FURNISH 6 COPIES.

MADE BY: Charlie Hastings, P.E., CFM

OFFICE: Engineering

MEETING DATE: November 25, 2024

TIME PREFERRED: _____

SUBJECT: (PLEASE BE SPECIFIC) Consider, discuss, and take appropriate action for the court to approve the preliminary engineering design alignment of Al Mooney Road, Pct. 2.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Charlie Hastings P.E.

ESTIMATED LENGTH OF PRESENTATION: 5 minutes

IF PERSONNEL MATTER – NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, government Code, is as follows:

Meeting scheduled for Mondays: 5:00 P.M. previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rule Adopted by Commissioners' Court.



Kerr County Engineering
3766 Hwy. 27
Kerrville, Texas 78028

TO: Commissioners' Court
FROM: Charlie Hastings, P.E., CFM
DATE: November 25, 2024

RE: Consider, discuss, and take appropriate action for the court to approve the preliminary engineering design alignment of Al Mooney Road, Pct. 2.

Construction plans are being prepared by 6S Engineering, Inc. for the reconstruction of Al Mooney Road pursuant to an agreement between Kerr County and the City of Kerrville. The attached plans show the preliminary alignment of Al Mooney Road, modifications are being made to accommodate future heavy truck traffic. The proposed alignment allows for the following:

- Aligns Al Mooney Road with the Peterson Farm Airport entrance
- Promotes future airport growth

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND TWO COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT. PLATS OR LARGE FORMATS PLEASE FURNISH 6 COPIES.

MADE BY: Charlie Hastings, P.E., CFM

OFFICE: Engineering

MEETING DATE: November 25, 2024

TIME PREFERRED: 10:00 AM

SUBJECT: (PLEASE BE SPECIFIC) Conduct a public hearing to consider a request to cancel both the original plat for Hall Ranch and the revision of plat for Hall Ranch Lot 3; Plat Files 22-07892 and 23-03772; Pet 3.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Public Hearing

ESTIMATED LENGTH OF PRESENTATION: 5 minutes

IF PERSONNEL MATTER – NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, government Code, is a follows:

Meeting scheduled for Mondays: 5:00 P.M. previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rule Adopted by Commissioners' Court.

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND TWO COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT. PLATS OR LARGE FORMATS PLEASE FURNISH 6 COPIES.

MADE BY: Charlie Hastings, P.E., CFM

OFFICE: Engineering

MEETING DATE: November 25, 2024

TIME PREFERRED: 10:00 AM

SUBJECT: (PLEASE BE SPECIFIC) Consider, discuss, and take appropriate action to consider a request to cancel both the original plat for Hall Ranch and the revision of plat for Hall Ranch Lot 3; Plat Files 22-07892 and 23-03772; Pct 3.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Charlie Hastings, Don Voelkel

ESTIMATED LENGTH OF PRESENTATION: 5 minutes

IF PERSONNEL MATTER – NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, government Code, is as follows:

Meeting scheduled for Mondays: 5:00 P.M. previous Tuesday

THIS REQUEST RECEIVED BY: _____

THIS REQUEST RECEIVED ON: _____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards your request being addressed at the earliest opportunity. See Agenda Request Rule Adopted by Commissioners' Court.



Kerr County Engineering
3766 Hwy. 27
Kerrville, Texas 78028

TO: Commissioners' Court
FROM: Charlie Hastings, P.E., CFM
DATE: November 25, 2024

Name of proposed subdivision: CANCELLATION of Hall Ranch and Hall Ranch Lot 3 Revision

Precinct [] 1 [] 2 [X] 3 [] 4

- [] concept plan
[] preliminary plat
[] amending plat
[X] cancellation of plat; set public hearing for: 10:00 AM November 25, 2024
[] final plat
[] alternate plat; approved by: _____

Owner(s)/developer(s): Lot 1 Open Hollow, LLC; Lot 2 Roy and Susan Die; Lots 3A, 3B and Guilanshah Road right-of-way - WWBRS Investments, LLC.

Proposed total acres: 799.29 acres
Proposed number of lots: 3 (maximum number of allowable lots: *)
Smallest proposed lot size: 62.16 acres
Water: [X] private well [] public
Sewer: [X] OSSF [] centralized
Floodplain: [X] out [] in flood zone
Proposed roads: [X] no* [] yes
[] public road publicly maintained [] public road privately maintained [] private road privately maintained
number of roads: ; approx. linear feet of roads: ; number of cul-de-sacs:
Lots with less than 150' of road frontage or less than 60' on cul-de-sacs: 0

Comments: This proposed plat cancellation results in 4 existing platted lots and the platted 60-foot right-of-way for Guilanshah Road becoming 3 unplatted lots, with the platted restriction to further subdivide effectively removed. Lot 1 will remain 62.16 acres, Lot 2 will remain 226.97 acres, and Lots 3A, 3B, and the right-of-way will combine into 510.16 acres. It is our understanding at this time that the owners' legal counsel is working to resolve the issue of Guilanshah Road right-of-way being cancelled by establishing an access easement in its place, we will need proof of this resolution before the court can take action on the request to cancel the plats, but at this time we are only setting a public hearing.

*Access to the subdivision is from the pre-existing Guilanshah Road off of Hazenwinkle Road - a 20-foot-wide, approximately 3200-foot-long, private access easement found in Kerr County file number 14-01935. Because of this narrow road easement, the court permitted no more than 3 lots as stated on the original Hall Ranch plat, and no more than 4 lots as

stated on the Hall Ranch Lot 3 revision of plat. This proposed cancellation retains three lots instead of four, however, by virtue of the proposed plat cancellations, if approved, the current 4-lot platting restriction would be removed.

The County Engineer requests the Court consider, discuss, and take appropriate action to consider a request to cancel both the original plat for Hall Ranch and the revision of plat for Hall Ranch Lot 3; Plat Files 22-07892 and 23-03772; Pct 3.

List of Exhibits:

- A – Request to cancel Hall Ranch plat and Hall Ranch Lot 3 revision of plat (4 pages)
- B – Final Plat for Hall Ranch, File No. 22-07892 (2 sheets)
- C – Revision of Plat for Hall Ranch Lot 3, File No. 23-03772 (2 sheets)
- D – Guilanshah and Comfort Ranch Tracts Road Easement, File No. 14-01935 (11 pages)
- E – Road Easement and Maintenance Agreement, File No. 22-08024 (8 pages)
- F – KCAD Ownership Information (5 pages)

EXHIBIT A (1/4)

SCOTT M. PESCHEL
ATTORNEY AT LAW
829 JEFFERSON
KERRVILLE, TEXAS 78028
PHONE (830) 257-2822
FAX (830) 257-2960
speschel@fidelityabstract.com

RECEIVED OCT 02 2024

September 18, 2024

Kerr County Commissioners Court
Jonathan Letz
700 E. Main Street
Kerrville, Texas 78028

Charlie Hastings
3766 TX-27
Kerrville, Tx 78028

Re: Hall Ranch Subdivision

Jonathan and Charlie,

We, Roy Die and Susan Die, are the owners of Lot 2 in the Hall Ranch Subdivision, a subdivision of Kerr County, Texas, according to the plat of said subdivision, recorded in Clerk's File No. 23-03772, Official Public Records of Kerr County, Texas, and being a replat of Clerk's File No. 22-07892, Official Public Records of Kerr County, Texas. We along with all of the other owners of the tracts within Hall Ranch Subdivision wish to vacate the plat of the subdivision. The owners of the tracts within Hall Ranch are as follows:

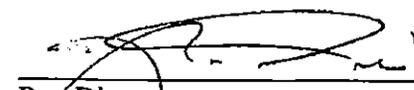
- Lot 1: Open Hollow, LLC
218 James St., Boerne, Texas 78006
Vesting Deed: Clerk's File No. 24-03530, Official Public Records
of Kerr County, Texas
- Lot 2: Roy Die and Susan Die
176 Painted Sky, Comfort, Texas 78013
Vesting Deed: Clerk's File No. 22-08023, Official Public Records
of Kerr County, Texas
- Lot 3A and 3B: WWBRS Investments, LLC
275 Hasenwinkle Road, Comfort, Texas 78013
Vesting Deed: Clerk's File No. 21-09065, Official Public Records
of Kerr County, Texas

EXHIBIT A (3/A)

The owner of tracts within Hall Ranch Subdivision will execute an easement granting access to the tracts over the existing roadway.

Please let me know if any additional information is needed for your consideration of the request to vacate the plat of Hall Ranch Subdivision.

Thank You,

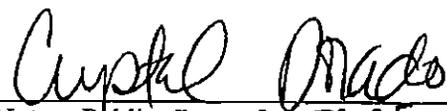


Roy Die


Susan Die

THE STATE OF Texas §
COUNTY OF Kendall §

This instrument was acknowledged before me on the 2nd day of October, 2024 by Roy Die and Susan Die.



Notary Public, State of Texas

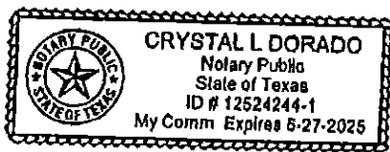


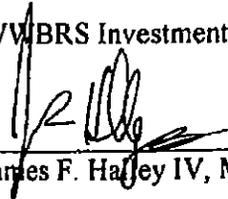
EXHIBIT A (A/A)

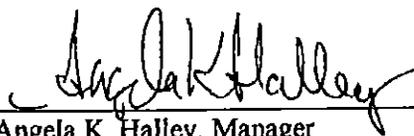
The owner of tracts within Hall Ranch Subdivision will execute an easement granting access to the tracts over the existing roadway.

Please let me know if any additional information is needed for your consideration of the request to vacate the plat of Hall Ranch Subdivision.

Thank You,

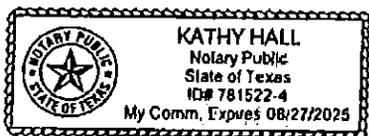
WWBRS Investments, LLC


James F. Halley IV, Manager


Angela K. Halley, Manager

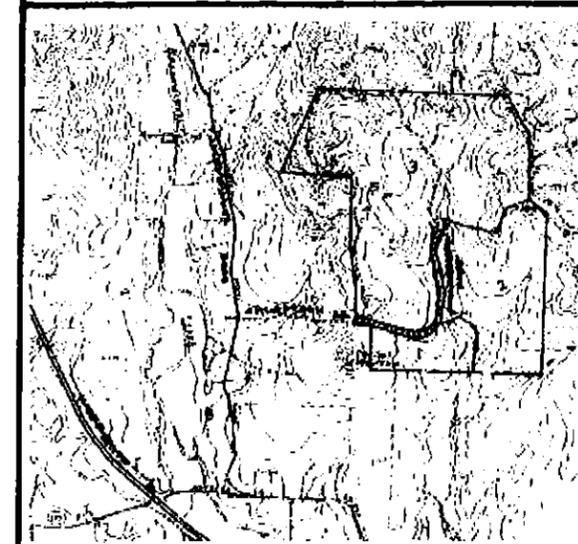
THE STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 2 day of October, 2024 by James F. Halley IV and Angela K. Halley, Managers of WWBRS Investments LLC, on behalf of said company.




Notary Public, State of Texas

UNOFFICIAL



VICINITY MAP SCALE: 1" = 2000'

EXHIBIT B (1/2)

KERR COUNTY NOT RESPONSIBLE FOR ROAD MAINTENANCE

The Owner, by filing this Plat of Record, and all future owners of property within this Subdivision, by purchasing such property, acknowledge and agree that Kerr County shall have no obligations whatsoever to repair or accept maintenance of the road shown in this subdivision until and unless the Owner and/or the Hall Ranch Homeowners Association has improved the roadway to the then current standards required by Kerr County and the road has been accepted for maintenance by formal, written action of the Kerr County Commissioners Court and the roadway has been dedicated by the county thereof, and accepted by the county as a public road. The Owner and all future owners of property within this Subdivision shall look solely to the Hall Ranch Homeowners Association for future maintenance and repair of the road shown on this Subdivision Plat.

It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utility and all necessary appurtenances thereon, whether installed in the air, upon the surface or underground, along and within ten feet (10') of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of this subdivision. Nothing shall be placed or permitted to remain upon the easement areas which may impede or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be subject to the repair and maintenance of the lot, except for those facilities for which an industry or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the right herein granted, including but not limited to the free right of ingress to and egress from the right-of-way and easement, and the right from time to time to cut, lay, underground and other obstructions that may be necessary or convenient for the installation and maintenance of the utility. The easement rights herein reserved includes the privilege of installing any support cables or other devices outside and adjacent when deemed necessary by the utility to support overhead wires and equipment and the right to install wires and/or cables over some portions of said lots and/or tracts not within said easement so long as such wires do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

GENERAL NOTES

- 1. THIS PROPERTY IS LOCATED IN THE COMFORT INDEPENDENT SCHOOL DISTRICT.
- 2. THE LAND PLATTED HEREON IS LOCATED IN ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 48265C0022F, DATED MARCH 3, 2011.
- 3. EACH TRACT WILL BE SERVED BY INDIVIDUAL PRIVATE WELL AND OSSF.
- 4. UTILITY COMPANIES: ELECTRIC - CENTRAL TEXAS ELECTRIC CO-OP, INC. TELEPHONE - HILL COUNTRY TELEPHONE CO-OP.
- 5. PRIOR TO CONSTRUCTION ON ANY LOT, THE OWNER OF SAID LOT SHALL CONTACT KERR COUNTY OSSF DESIGNATED REPRESENTATIVE. ALL LOTS IN THIS SUBDIVISION ARE REQUIRED TO COMPLY WITH ALL CURRENT AND FUTURE OSSF REGULATIONS ADOPTED BY KERR COUNTY. INDIVIDUAL OSSF SYSTEMS SELECTION MUST BE MADE IN CONJUNCTION WITH THE SITE EVALUATION WITH RESPECT TO THE INDIVIDUAL SITE PERMITTING PROCESS, IN ACCORDANCE WITH THE 30 TAC 285 OSSF RULES.
- 6. IN ACCORDANCE WITH KERR COUNTY SUBDIVISION RULES AND REGULATIONS, THIS SUBDIVISION IS PERMITTED 3 LOTS.
- 7. KERR COUNTY COMMISSIONERS' COURT DOES NOT CERTIFY THAT COMPLYING WITH KERR COUNTY WATER AVAILABILITY REQUIREMENTS INSURES THE DEVELOPER OR PROSPECTIVE LOT OWNER THAT ADEQUATE GROUNDWATER IS AVAILABLE UNDER ANY SUBDIVISION OR LOT.
- 8. "TOULAHSHAW ROAD" WAS NAMED AT A PUBLIC HEARING AT THE SEPTEMBER 26, 2022 MEETING OF THE KERR COUNTY COMMISSIONERS COURT BY COURT ORDER NO. **39573**.

BUILDING SET-BACKS:
FRONT LOT LINE = FIFTY (50) FT

I hereby certify that this subdivision plat does not include areas within a designated 100-year flood hazard zone, according to the Flood Insurance Rate Map No. 48265C0022F, dated March 3, 2011, and for which are represented on the plat as required by the Rules and Regulations. And I have reviewed and acknowledged the foregoing statement as applicable to the Kerr County Flood Damage Prevention Order.

Dated this 12 day of SEP., 2022.

Charlie Hastings
Charlie Hastings, P.E., C.E.M.
Kerr County Flood Plain Administrator

APPROVED by the Commissioner's Court of Kerr County, Texas on the 12 day of September, 2022 by Order No. 39540 of said Court and was FILED for RECORD on the 29 day of September, 2022 at 11:11 O'clock A.M. RECORDED on the 29 day of September, 2022 at 11:19 O'clock A.M. in File No. 22-07892 of the Official Public Records of Kerr County, Texas.

Julie Dandy
Julie Dandy, Kerr County Clerk



I hereby certify that this plat is consistent with public safety and the Road Naming and Address Guidelines of Kerr 911.

Dated this 26 day of August, 2022.

Nick Kanawke
Nick Kanawke
Kerr 911

I hereby certify that this proposed subdivision is subject to complying with the rules and regulations of the State of Texas and Kerr County On-Site Sewage Facilities. Individual OSSF system selection will be made in conjunction with the Site Evaluation with respect to the individual site permitting process, in accordance with the 30 TAC Chapter 285 OSSF Rules.

Dated this 26 day of August, 2022.

Umamah Ramirah, Jr.
Umamah Ramirah, Jr., Designated Representative
Kerr County OSSF

I hereby certify that this subdivision plat conforms to all requirements of the Subdivision Rules and Regulations of Kerr County.

Dated this 12 day of SEP., 2022.

Charlie Hastings
Charlie Hastings, P.E., C.E.M.
Kerr County Engineer

STATE OF TEXAS
COUNTY OF KERR

The owner of the land shown on this plat, and whose name is subscribed hereto, and in person or through a duly authorized agent, declares to Kerr County, Texas, for the use of the public forever all alleys, parks, water courses, drains, easements, in all of the aforesaid public places and all other public places thereon shown for the purpose and consideration therein expressed. The owner has written permission from the lien holder.

Witness my hand this 26 day of August, 2022

James F. Bailey
WUBRS Investments, LLC
James F. Bailey, Manager

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared James F. Bailey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 26 day of August, 2022

Don W. Voelkel
Notary Public for the State of Texas



This plat of Hall Ranch has been submitted to and considered by the Commissioner's Court of Kerr County, Texas and is hereby approved by such court.

Dated this 29 day of September, 2022.

Robert Kelly
Robert Kelly
Kerr County Judge

This plat is a true and accurate representation of the property described and plotted hereon as determined from an actual survey of the property made on the ground under my direction and supervision.
(Bearing basis = True north based on GPS observations)

Date surveyed: January 27, 2022
June 21, 2022

Dated this 25th day of August, 2022

Don W. Voelkel
Don W. Voelkel
Registered Professional Land Surveyor No. 3990



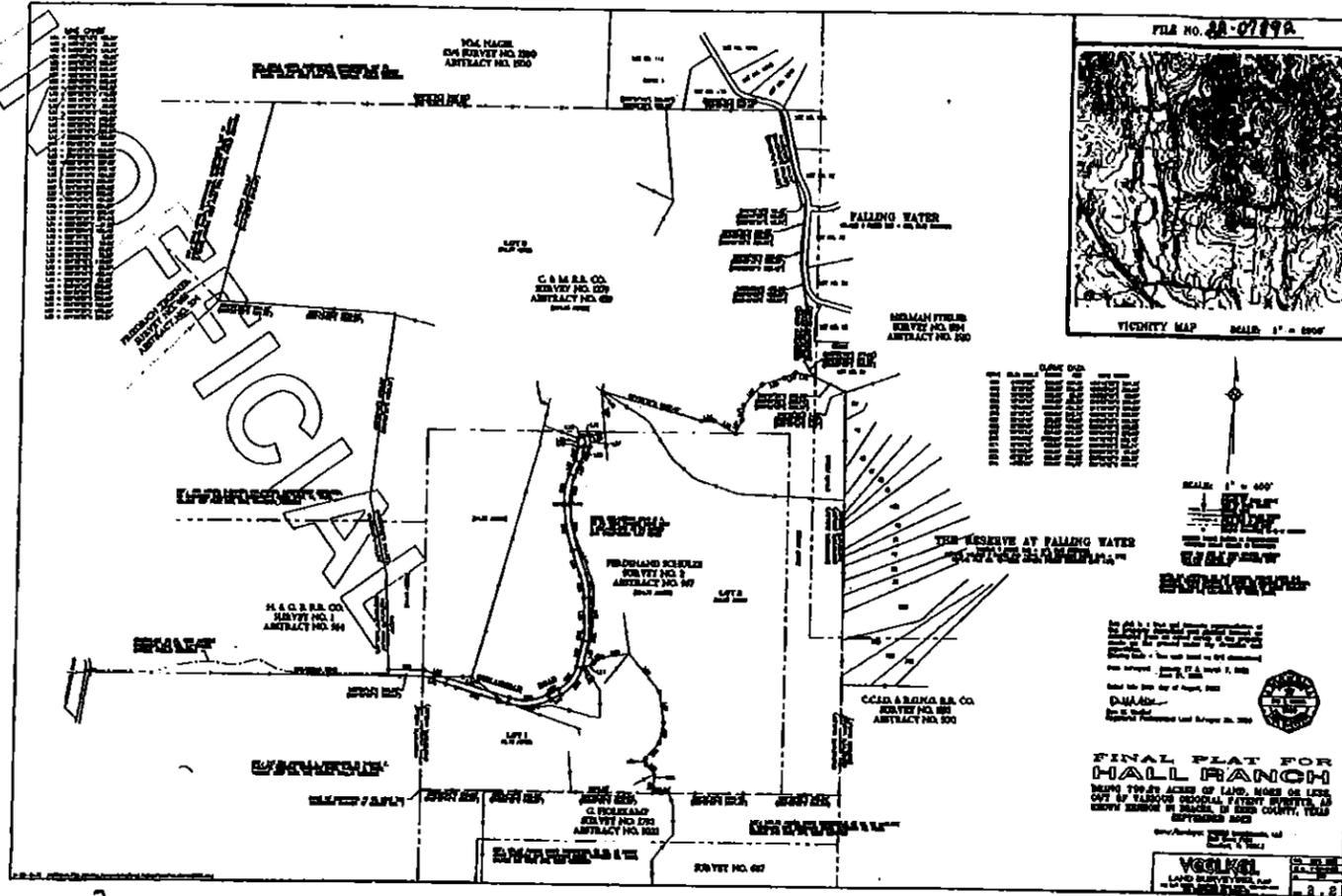
FINAL PLAT FOR HALL RANCH
BEING 799.29 ACRES OF LAND, MORE OR LESS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS, AS SHOWN HEREON, IN KERR COUNTY, TEXAS
SEPTEMBER 2022

Owner/Developer: WUBRS Investments, LLC
360 Echo Falls
Comfort, TX 78013

VOELKEL
LAND SURVEYING, PLLC
212 EAST STREET, FORTWORTH, TEXAS 76102, 817-347-7000
THE MEASUREMENT NO. 100822-01

DATE: SEPT. 2022
JOB NO: V-22-6133
BY: DWV
PAGE: 1 - 2

(Tax Certificates attached)



- GENERAL NOTES**
1. THIS PROPERTY IS LOCATED IN THE COMFORT INDEPENDENT SCHOOL DISTRICT.
 2. THE LAND PLATED HEREON IS LOCATED IN ZONE "A" AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 48265C0028P, DATED MARCH 3, 2011.
 3. EACH TRACT WILL BE SERVED BY INDIVIDUAL PRIVATE WELL AND OSSP.
 4. UTILITY COMPANIES: ELECTRIC - CENTRAL TEXAS ELECTRIC CO-OP, INC. TELEPHONE - HILL COUNTRY TELEPHONE CO-OP.
 5. PRIOR TO CONSTRUCTION ON ANY LOT, THE OWNER OF SAID LOT SHALL CONTACT THE KERR COUNTY OSSP DESIGNATED REPRESENTATIVE. ALL LOTS IN THIS SUBDIVISION ARE REQUIRED TO COMPLY WITH ALL CURRENT AND FUTURE OSSP REGULATIONS ADOPTED BY KERR COUNTY. INDIVIDUAL OSSP SYSTEMS SELECTION MUST BE MADE IN CONJUNCTION WITH THE SITE EVALUATION WITH RESPECT TO THE INDIVIDUAL SITE PERMITTING PROCESS, IN ACCORDANCE WITH THE 30 TAC 043 OSSP RULES.
 6. ALL WATER WELLS AND RELATED WATER FACILITIES DESCRIBED IN THIS PLAT, OR TO BE CONSTRUCTED, USED AND OPERATED IN THE SUBDIVISION DESCRIBED IN THIS PLAT, SHALL BE IN COMPLIANCE WITH THE ACTIVE RULES AND REGULATIONS OF THE HEADWATERS GROUNDWATER CONSERVATION DISTRICT.
 7. "GULANSHAW ROAD" WAS NAMED AT A PUBLIC HEARING AT THE SEPTEMBER 16, 2022 MEETING OF THE KERR COUNTY COMMISSIONERS COURT BY COURT ORDER NO. 2022-03772.
 8. KERR COUNTY, TEXAS EXPRESSLY DOES NOT CERTIFY THAT COMPLIANCE WITH THE WATER AVAILABILITY REQUIREMENTS OF THE ACTIVE SUBDIVISION AND MANUFACTURED HOME RENTAL COMMUNITY REGULATIONS FOR KERR COUNTY, TEXAS WILL ENSURE THAT ADEQUATE AND SUFFICIENT GROUNDWATER OR SURFACE WATER IS AVAILABLE TO SERVICE THE SUBDIVISION ON ANY LOT OR DIVIDED SPACE THEREIN.
 9. SHOULD ANY COMPONENT OF THE DEVELOPMENT PLAN FOR THE SUBJECT PROPERTY EXCEED THE MINIMUM REQUIREMENTS OF AN APPLICABLE FEDERAL, STATE, COUNTY AND/OR OTHER LAW OR REGULATION, THE OWNER, DEVELOPER AND/OR SUBDIVIDER HEREBY CERTIFIES AND AGREES THAT SAID COMPONENT HAS BEEN INCLUDED IN THE PLAN WITH THE FULL KNOWLEDGE, CONSENT AND APPROVAL OF SAID OWNER, DEVELOPER AND/OR SUBDIVIDER IN THE INTEREST OF THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC.
 10. SUBDIVISION DESIGN, LAYOUT AND CONSTRUCTION SHALL BE DONE TO MINIMIZE ANY ADVERSE IMPACT TO PUBLIC OR PRIVATE PROPERTY, PUBLIC PROPERTY, ALL EASEMENTS AND ALL PUBLIC OR PRIVATE RIGHT-OF-WAYS EITHER WITHIN OR OUTSIDE THE PROPOSED SUBDIVISION. PROFESSIONALS MUST BE MADE TO ASSURE THAT NO ADVERSE IMPACT IS MADE TO THE EXISTING DRAINAGE SYSTEMS WITHIN PUBLIC RIGHT-OF-WAYS. ALL DRAINAGE DESIGN, LAYOUT AND CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA.



EXHIBIT C (1/2)

AS PLATTED
FILE NO. 22-07892 OFFICIAL PUBLIC RECORDS

- EXCEPTIONS FROM TITLE COMMITMENT FOR LOT 3:**
(OF No. MSC230014F ISSUED MARCH 22, 2023)
- ITEM 10.1 - EASEMENT TO CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC. JUNE 10, 1993, VOLUME 12 PAGE 422, EASEMENT RECORDS ("BLANKET" EASEMENT)
 - ITEM 10.2 - EASEMENT TO CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC. FEBRUARY 26, 1993, VOLUME 781 PAGE 191, REAL PROPERTY RECORDS ("BLANKET" EASEMENT)
 - ITEM 10.3 - EASEMENT TO HILL COUNTRY TELEPHONE CO-OPERATIVE, INC. JANUARY 27, 1992, VOLUME 1005 PAGE 772, REAL PROPERTY RECORDS ("BLANKET" EASEMENT)
 - ITEM 10.4 - EASEMENT TO HILL COUNTRY TELEPHONE CO-OPERATIVE, INC. NOVEMBER 30, 2005, VOLUME 1504 PAGE 318, REAL PROPERTY RECORDS ("BLANKET" EASEMENT)
 - ITEM 10.5 - ROAD MAINTENANCE AGREEMENT FOR PART OF GULANSHAW ROAD, FILE NO. 14-01833, OFFICIAL PUBLIC RECORDS (ROAD FRONTAGE ACCESS HEREIN)
 - ITEM 10.6 - EASEMENT TO CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC. JUNE 20, 2011, FILE NO. 07-00491, OFFICIAL PUBLIC RECORDS ("BLANKET" EASEMENT)
 - ITEM 10.7 - EASEMENT TO CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC. MARCH 8, 1995, VOLUME 3 PAGE 354, EASEMENT RECORDS ("BLANKET" EASEMENT)
 - ITEM 10.8 - EASEMENT TO CENTRAL TEXAS ELECTRIC CO-OPERATIVE, INC. MARCH 24, 1992, VOLUME 8 PAGE 102, EASEMENT RECORDS ("BLANKET" EASEMENT)
 - ITEM 10.9 - EASEMENT TO HILL COUNTRY TELEPHONE CO-OPERATIVE, INC. FEBRUARY 22, 1992, VOLUME 13 PAGE 742, EASEMENT RECORDS ("BLANKET" EASEMENT)

It is understood and agreed that perpetual easements are reserved for the installation, use, maintenance, repair and all necessary appurtenances thereto, whether included in the plat, upon the surface or underground, above and below the lot (19') of the front, front and side lines of all lots and/or tracts and in the streets, alleys, backyards, lawns, and yards of this subdivision. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of the easement area of each lot and all improvements thereon. It shall be understood by the terms of the plat, except for those facilities for which an authority or utility company is responsible, utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right-of-way and easement, and the right from time to time to cut all trees, undergrowth and other obstructions that may hereafter, encumber or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other services outside said easement when deemed necessary by the utility to support equipment within said easement, and the right to install steel and/or cables over some portions of said lots and/or tracts not within said easement so long as such items do not prevent the construction of buildings on any of the lots and/or tracts of this subdivision.

I certify the following on behalf of the subdivision Owner, Developer and Subdivider: (1) This subdivision plat represents a true and accurate survey made on the ground under my direction and supervision of the real property made the basis of this plat; (2) all required survey monuments are correctly shown on this plat; (3) all easements and right-of-ways listed in the owner's deed are shown on this plat according to the documents of record or apparent circumstances observed on the land; (4) the perimeter coils are used to a corner of the original patent survey; (5) this plat complies with all surveying and plat drafting requirements described in the active Subdivision and Manufactured Home Rental Community Regulations for Kerr County, Texas; and (6) all surveying representations on this plat are true, correct and in compliance with the current standards of registered professional land surveying practice in the State of Texas.

Date surveyed: January 27, 2022; June 21, 2022
January 4, 2023

Dated this 4th day of May, 2023

Don W. Vosikel
Don W. Vosikel
Registered Professional Land Surveyor No. 3990

REVISION OF PLAT FOR LOT NO. 3 OF
HALL RANCH
 COMPRISING 503.67 ACRES OF LAND, MORE OR LESS, OUT OF VARIOUS ORIGINAL PATENT SURVEYS, AS SHOWN HEREON IN BRACES, IN KERR COUNTY, TEXAS; BEING ALL OF LOT NO. 3 OF HALL RANCH, THE PLAT OF WHICH IS RECORDED IN FILE NO. 22-07892 OF THE OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS
 MAY 2023

Owner/Developer: WYBRS Investments, LLC
276 Hasenwinkel Road
Comfort, TX 78013

VOELKEL
LAND SURVEYING, PLLC
7701 EAST FRENCH SPRING ROAD, SUITE 100-103
FRENCH SPRING, TEXAS 75840-1000

DATE: MAY 2023
NO. 23-03772-013
BY: [Signature]
PAGE 1 OF 2

I certify the following: (1) the subdivision described in this plat, Hall Ranch, does not include areas within a designated 100-year flood hazard zone, according to the Flood Insurance Rate Map No. 48265C0028P for Kerr County, Texas, dated March 3, 2011, and (2) I have reviewed and acknowledged the foregoing statement as applicable to the Kerr County Flood Damage Prevention Order.

Dated this 12th day of JUNE, 2023.

Charlie Hartings
Charlie Hartings
Flood Plain Administrator, Kerr County, Texas

APPROVED by the Commissioners' Court of Kerr County, Texas on the 12th day of JUNE, 2023 by Order No. 4000 of said Court and was FILED for RECORD on the 19th day of JUNE, 2023 at 4:19 O'clock P.M.
RECORDED on the 19th day of JUNE, 2023 at 4:44 O'clock P.M. in File No. 23-03772 of the Official Public Records of Kerr County, Texas.

Jackie Dowdy
Jackie Dowdy, Kerr County Clerk

I certify the following: (1) the proposed subdivision described on this plat shall comply with the active Subdivision and Manufactured Home Rental Community Regulations for Kerr County, Texas, and the active rules and regulations of the State of Texas and Kerr County On-Site Sewage Facilities (OSSP); and (2) individual OSSP selection will be made in conjunction with the site evaluation with respect to the individual site permitting process, in accordance with the 30 TAC Chapter 043 OSSP Rule.

Dated this 9th day of May, 2023.

Abbi Rodgers 0820795
Abbi Rodgers, Designated Representative
Kerr County OSSP

I certify that this subdivision plat is consistent with public safety and the Road Naming and Address Guidelines of Kerr County.

Dated this 6th day of May, 2023.

Charlie Hartings
Kerr 811

I certify that this subdivision plat conforms to all requirements of the active Subdivision and Manufactured Home Rental Community Regulations of Kerr County, Texas.

Dated this 12th day of JUNE, 2023.

Charlie Hartings
Charlie Hartings, P.E., C.E.M.
Kerr County Engineer

STATE OF TEXAS
COUNTY OF KERR

The undersigned Owner (also being the Developer & Subdivider) of the real property made the basis of the ("Subdivision") made the subject of this subdivision plat, and pursuant to the active Subdivision and Manufactured Home Rental Community Regulations of Kerr County, Texas ("Regulations") certifies the following: (1) this plat and its attached documents are in compliance with the Regulations; (2) the representations on this plat and its attached documents are true and correct; (3) the Owner shall comply with the Regulations regarding the development of the Subdivision; (4) all easements, improvements, facilities or other property described on this plat are dedicated to the use and benefit of the public forever; and (5) there are no liens on the property.

Dated this 5th day of May, 2023

James F. Halley
James F. Halley, Manager
WYBRS Investments, LLC

STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared James F. Halley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 5th day of May, 2023

Donna W. Hall
Notary Public for the State of Texas

I certify the following by and on behalf of the Commissioners Court of Kerr County, Texas: (1) this plat of the Hall Ranch subdivision, named herein, has been submitted to and considered by the Commissioners Court of Kerr County, Texas (Commissioners Court) and is hereby approved; (2) this plat was considered and approved on 05/12/2023, 2023 by the Commissioners Court in accordance with Chapter 252 of the Texas Local Government Code, Chapter 661 of the Texas Government Code (the Texas Open Meetings Act), and other authority; and (3) this plat is authorized for filing and recording with the County Clerk of Kerr County, Texas pursuant to and in compliance with the active Subdivision and Manufactured Home Rental Community Regulations for Kerr County, Texas, Section 12.002 of the Texas Property Code, and other authority.

Dated this 19th day of June, 2023

Robb Kelly
Robb Kelly
County Judge, Kerr County, Texas

ATTEST:

Jackie Dowdy
Jackie Dowdy
County Clerk, Kerr County, Texas

I certify that this subdivision plat is consistent with the active Headwaters Groundwater Conservation District Rules as revised on 04/16/19, 2023.

Dated this 8th day of May, 2023.

Monica Hallock
Monica Hallock, Assistant General Manager
Headwaters Groundwater Conservation District

14-01935

**RIGHT OF WAY REPAIR AND MAINTENANCE AGREEMENT
FOR GUILANSHAH AND COMFORT RANCH TRACTS FOR ROAD EASEMENT**

THIS RIGHT OF WAY REPAIR AND MAINTENANCE AGREEMENT FOR GUILANSHAH AND COMFORT RANCH TRACTS FOR ROAD EASEMENT (this "Agreement") is by and between ELIZABETH GUILANSHAH ("Guilanshah") and MEBJFH Comfort Ranch Investments, L.L.C., a Texas limited liability company ("Comfort Ranch").

WITNESSETH:

WHEREAS, Comfort Ranch has acquired from Hall Associates of San Antonio, Inc. all of that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being 799.30 acres of land, more or less, the same being 454.1146 acres out of the C. & M. R. R. Survey No. 1379; 15.5735 acres out of the H. & O. B. R.R. Survey No. 1; 320 acres being all of F. Schulze Survey No. 2 and 12.1576 acres out of the H. Stieler Survey No. 119 and said 799.30 acre tract being that certain 801.8457 acre tract recorded in Volume 669, Pages 724-726, said 799.30 acre tract being more particularly described in Exhibit "A" attached hereto (the "Comfort Ranch Tract"); and

WHEREAS, Elizabeth Guilanshah is the owner of that certain 386 acre tract of land out of the H. & O. B. R.R. Co. Survey No. 1, Abstract No. 564, the House Survey No. 464, Abstract No. 272, and the C. & M. R.R. Survey No. 1370, Abstract No. 639, and being more particularly described in Executor's Deed dated April 1, 1988, recorded at Volume 467, Page 253 of the Real Property Records of Kerr County, Texas, to which Deed and record reference is hereby made for all pertinent purposes (the "Guilanshah Tract"); and

WHEREAS, a twenty foot (20') wide road easement (the "Original Easement") was granted in that certain Warranty Deed With Vendor's Lien from Chester H. Borchers to Frank H. Hall and wife, Sandra J. Hall, dated June 1, 1972 and recorded at Volume 156, Page 212 of the Deed Records of Kerr County, Texas ("Hall Deed"), which roadway easement is located ten feet (10') of each side of the centerline of such twenty foot (20') wide original roadway easement (the "Easement Area") over, across and upon a portion of the Guilanshah Tract. The actual centerline of the current location of such roadway is set forth on Exhibit "B" attached hereto (the "Current Road Location") and as a result the Easement Area should be modified to reflect the Current Road Location.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged and confessed, Comfort Ranch and Guilanshah have agreed and do hereby agree as follows:

1. Guilanshah and Comfort Ranch, and their respective heirs, successors and assigns, shall each have the right, but not the obligation, to construct, repair, improve and maintain the existing roadway upon but limited to the Easement Area; provided however, that any damage to that portion of the roadway used by the owners of the Guilanshah Tract resulting

from the use of such roadway by the owners of the Comfort Ranch Tract or their agents, employees, contractors, tenants, customers or invitees shall be promptly repaired by and at the expense of the owners of the Comfort Ranch Tract. Except as set forth in the preceding sentence, neither party shall be obligated for the cost of construction, repair, improvement and maintenance of the roadway upon the Easement Area unless the party shall have consented and approved in writing of its participation in the expense for the same. Except for the maintenance and repair of the roadway upon the Easement Area as set forth above, in no event shall any improvements or alterations be constructed on the Gullanshah Tract without the prior, written consent of the owners of the Gullanshah Tract. Notwithstanding the foregoing, any regrading, paving, re-paving or other material maintenance of the roadway upon the Easement Area by the owners of the Comfort Ranch Tract shall be subject to the prior, written consent of the owners of the Gullanshah Tract, which consent shall not be unreasonably withheld, conditioned or delayed.

2. The owners of the Comfort Ranch Tract hereby agree to indemnify, defend and hold harmless the owners of the Gullanshah Tract from and against all liabilities, damages, claims, costs, and expenses (including reasonable attorney's fees, court costs and interest) arising out of or in connection with the use of the roadway by the owners of the Comfort Ranch Tract or their agents, employees, contractors, tenants, customers or invitees.

3. This Agreement is subject to all easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property.

4. Subject to paragraph 5 below, Gullanshah, as the owner of the Gullanshah Tract upon which the Easement Tract is located, hereby ratifies the grant of the Original Easement previously granted by Chester H. Borchers to Frank H. Hall and wife, Sandra J. Hall, in the Hall Deed to confirm that the owners of the Comfort Ranch Tract shall have the right of access set forth in the Original Easement, as modified by and subject to the terms and conditions of this Agreement.

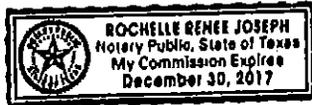
5. By execution hereof, Gullanshah and Comfort Ranch modify the location of the Original Easement to be the Current Road Location and to the extent the Hall Deed or any other related agreement provides for or permits the roadway described herein or any other improvements to exist on any part of the Gullanshah Tract other than the Current Road Location, the Hall Deed and/or such other agreement that references the Original Easement is hereby deemed modified to locate or relocate, as applicable, the Easement Area to the Current Road Location and to release any easements and other related rights related to the Original Easement over any portion of the Gullanshah Tract other than the Current Road Location. By execution hereof, Comfort Ranch accepts the Easement Area as the Current Road Location. By execution hereof, Hall Associates of San Antonio, Inc. ("Hall"), Comfort Ranch's predecessor in title, consents to the modification and release set forth above to the extent of rights therein. Hall represents and warrants in Gullanshah that Hall has not conveyed or assigned its rights under the Original Easement to any person or entity other than Comfort Ranch.

EXECUTED BY ALL PARTIES TO BE EFFECTIVE as of the 4TH day of APRIL, 2014 (the "Effective Date").

D. Kirk Guilanshah
ELIZABETH GUILANSHAH, by
D. Kirk Guilanshah, as attorney-in-fact

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 4 day of April, 2014, by D. KIRK GUILANSHAH, as attorney-in-fact for ELIZABETH GUILANSHAH.



[Signature]
Notary Public, State of Texas

MEBJFH COMFORT RANCH INVESTMENTS,
LLC

By: *Michael Beard*
Name: Michael Beard
Title: Manager

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 4th day of April, 2014, by Michael Beard, Partner of MEBJFH COMFORT RANCH INVESTMENTS, LLC, a Texas limited liability company on behalf of said limited liability company.



Adela F. Garcia
Notary Public, State of Texas

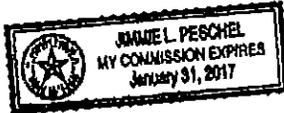
HALL ASSOCIATES OF SAN ANTONIO, INC

By: *Zona T. Hall*
Name: Zona T. Hall
Title: President

THE STATE OF TEXAS §
COUNTY OF Kerr §

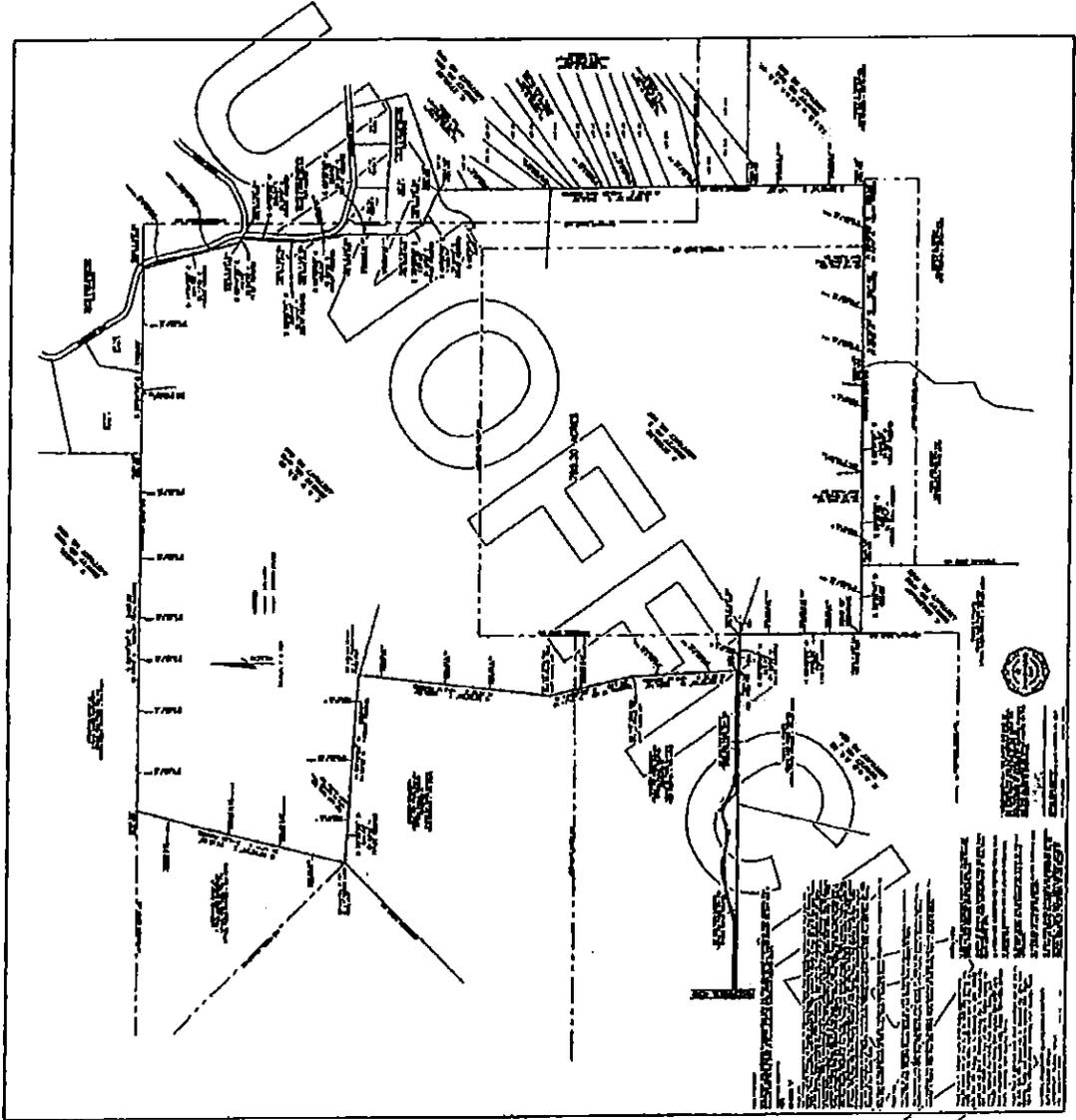
This instrument was acknowledged before me on this 4th day of April,
2014, by Zona T. Hall, President of HALL ASSOCIATES
OF SAN ANTONIO, INC., a Texas corporation on behalf of said corporation.

Jamie Peschel
Notary Public, State of Texas



FILED BY AND RETURN TO:
Fidelity Abstract & Title Co.
829 Jefferson Street
Kerrville, Texas 78028
GF#: 140044F / JLP

EXHIBIT D (4/11)



**EXHIBIT A TO-RIGHT OF WAY REPAIR AND MAINTENANCE AGREEMENT FOR
GUILAHSHAH AND COMFORT RANCH TRACTS FOR ROAD EASEMENT**

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, being a 799.30 acre tract being approximately 445.36 acres out of the C. & M.R.R. Co. Survey No. 1379, Abstract No. 659, 14.70 acres out of the H. & O.B.R.R. Co. Survey No. 1, Abstract No. 564, 319.82 acres out of the F. Schulze Survey No. 2, Abstract No. 957 and 19.42 acres out of the H. Stieker Survey No. 1194, Abstract No. 1510, Kerr County, Texas, said 799.30 acre tract being that certain 801,845.7 acre tract recorded in Volume 669, Pages 724-726, Official Public Records, Kerr County Texas, said 799.30 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 4 1/2" o.d. pipe fence post for the southwest corner of the herein described tract, a re-entrant corner of a 117.321 acre tract recorded in Volume 1627, Pages 123-126, Official Public Records, Kerr County, Texas;

THENCE, with an east line of said 117.321 acre tract, North 00°00'28" West, a distance of 1182.38 feet to a 4 1/2" o.d. pipe fence post for a re-entrant corner of the herein described tract, a corner of said 117.321 acre tract;

THENCE, with a north line of said 117.321 acre tract, South 89°58'00" West, a distance of 347.12 feet to a 1/2" steel rod found at the southeast corner of a 772 acre tract recorded in Volume 467, Pages 253-254, Official Public Records, Kerr County, Texas and being further described in Volume 94, Pages 314-316, Deed Records, Kerr County, Texas;

THENCE, departing the north line of said 117.321 acre tract, the following three courses and distances:
North 02°38'47" West, a distance of 1051.18 feet to a 1/2" steel rod set with an orange "RPLS 5207" plastic cap for angle,
North 13°05'20" West, a distance of 811.58 feet to a 1/2" steel rod set with an orange "RPLS 5207" plastic cap for angle,
and, North 06°22'20" East, a distance of 1908.29 feet to a mag nail set in the top of a 7" treated wood fence post for a re-entrant corner of the herein described tract;

THENCE, North 86°13'04" West 1259.91 feet to a 1/2" steel rod set with an orange "RPLS 5207" plastic cap for angle and, North 86°28'33" West 561.52 feet to a mag nail set in the top of a 7" treated wood fence post for corner;

THENCE, North 14°12'27" East 2112.90 feet to a 1/2" steel rod found for the northwest corner of the herein described tract;

THENCE, South 89°47'34" East, a distance of 3437.55 feet to a 1/2" steel rod found at the southwest corner of Lot 111, Block 1, Falling Water Subdivision recorded in Volume 6, Pages 300-306, Plat Records, Kerr County, Texas;

THENCE, with a south line of Falling Water Subdivision, South 89°54'18" East, a distance of 1782.00 feet to a 4 1/2" o.d. pipe fence post found for the northeast corner of the herein described tract;

THENCE, with a westerly line of Falling Water Subdivision the following nine courses and distances:

South 14°34'08" East, a distance of 991.78 feet to a 4 1/2" o.d. fence post found for angle;
South 60°44'33" East, a distance of 42.15 feet to a 4 1/2" o.d. fence post found for angle;
South 04°06'23" West, a distance of 369.31 feet to a 4 1/2" o.d. fence post found for angle;
South 00°55'11" West, a distance of 228.67 feet to a 4 1/2" o.d. fence post found for angle;
South 08°53'08" East, a distance of 423.26 feet to a 4 1/2" o.d. fence post found for angle;
South 00°32'32" West, a distance of 593.92 feet to a 4 1/2" o.d. fence post found for angle;
South 33°53'08" East, a distance of 177.09 feet to a 4 1/2" o.d. fence post found for angle;
South 64°50'08" East, a distance of 365.71 feet to a 1/2" steel rod for angle;
and, South 02°31'34" East, a distance of 7.97 feet to a 1/2" steel rod found at a corner of Falling Water Subdivision, the northwest corner of The Reserve at Falling Water Subdivision recorded in Volume 7, Pages 215-217, Plat Records, Kerr County, Texas;

THENCE, with the west line of The Reserve at Falling Water Subdivision recorded in Volume 7, Pages 215-217, Plat Records, Kerr County, Texas, the west line The Reserve at Falling Water Subdivision recorded in Document No. 12- 4535, Official Public Records, Kerr County, Texas, the west line of The Reserve Falling Water Subdivision recorded in Volume 7, Pages 315-316, Plat Records, Kerr County, Texas, South 00°32'39" East, a distance of 3023.38 feet to a 1/2" steel rod found at the southwest corner of The Reserve at Falling Water Subdivision, the northern most northwest corner of a 247.76 acre tract recorded in Volume 245, Pages 379-382, Deed Records, Kerr County, Texas;

THENCE, with a west line of said 247.76 acre tract South 00°02'44" East, a distance of 1147.28 feet to a 1/2" steel rod found for the southeast corner of the herein described tract, a re-entrant corner of said 247.76 acre tract;

THENCE, North 89°40'08" West, a distance of 722.56 feet to a 1/2" steel rod set with an orange "RPLS 5207" plastic cap for angle and, South 89°57'50" West, a distance of 1041.45 feet to a 1/2" steel rod found at the western most northwest corner of said 247.76 acre tract, the northeast corner of a 161.99 acre tract recorded in Volume 245, Pages 375-378, Deed Records, Kerr County, Texas;

THENCE, South 89°57'01" West, a distance of 1248.76 feet to a 1/2" steel rod set with an orange "RPLS 5207" plastic cap for angle and, South 89°52'25" West, a distance of 663.45 feet to a 1/2" steel rod found at the northwest corner of said 161.99 acre tract, a corner of the aforementioned 117.321 acre tract;

EXHIBIT D (9/11)

THENCE, with a north line of said 117.321 acre tract, South 89°59'14" West, a distance of 652.06 feet to the PLACE OF BEGINNING and containing 799.30 acres of land; and

UNOFFICIAL

EXHIBIT B

EXHIBIT D (10/11)

Donnie Boerner Surveying Company
228 Holiday Road • Comfort, Texas 78013
Phone: 830-377-2492
FIRM NO. 10193963

Field Notes for a Centerline Description of a 20 Foot Wide Ingress/Egress Easement

Being a centerline description of a 20 foot wide Ingress/egress easement out of the H. & O.B. R.R. CO. Survey No. 1, Abstract No. 564, Kerr County, Texas and being part of that certain 386 acre tract conveyed to Elizabeth Gullanshah by deed recorded in Volume 467, Pages 253-254, Official Public Records, Kerr County, Texas and being further described in Volume 94, Pages 314-316, Deed Records, Kerr County, Texas, said centerline description of a 20 foot wide ingress/egress easement being more particularly described by metes and bounds as follows:

Beginning at a point in the center of a cattle guard in a northeast line of the above referenced 386 acre tract, a southwest line of a 801.8457 acre tract recorded in Volume 669, Pages 724-726, Official Public Records, Kerr County, Texas for the east end and Point of Beginning of the herein described easement, said point bears North 02 degrees 38 minutes 47 seconds West, 20.00 feet from a 1/2" steel rod found at the southeast corner of said 386 acre tract, a corner of said 801.8457 acre tract;

Thence, departing the southwest line of a 801.8457 acre tract, severing and through said 386 acre tract and along the center of an existing gravel road, the following 30 courses and distances,

South 89 degrees 21 minutes 02 seconds West, a distance of 151.41 feet to a point for angle,
North 89 degrees 37 minutes 47 seconds West, a distance of 491.63 feet to a point for angle,
North 88 degrees 37 minutes 25 seconds West, a distance of 156.53 feet to a point for angle,
South 88 degrees 10 minutes 14 seconds West, a distance of 114.96 feet to a point for angle,
North 88 degrees 23 minutes 01 seconds West, a distance of 64.05 feet to a point for angle,
North 83 degrees 47 minutes 18 seconds West, a distance of 64.10 feet to a point for angle,
North 79 degrees 11 minutes 22 seconds West, a distance of 64.16 feet to a point for angle,
North 74 degrees 38 minutes 31 seconds West, a distance of 45.66 feet to a point for angle,
North 67 degrees 42 minutes 20 seconds West, a distance of 45.61 feet to a point for angle,
North 60 degrees 46 minutes 13 seconds West, a distance of 45.65 feet to a point for angle,
North 58 degrees 14 minutes 36 seconds West, a distance of 67.73 feet to a point for angle,
North 69 degrees 10 minutes 50 seconds West, a distance of 38.13 feet to a point for angle,
North 81 degrees 22 minutes 43 seconds West, a distance of 38.13 feet to a point for angle,
South 86 degrees 25 minutes 28 seconds West, a distance of 38.13 feet to a point for angle,

EXHIBIT D (1/11)

South 74 degrees 13 minutes 35 seconds West, a distance of 38.13 feet to a point for angle,
 South 74 degrees 00 minutes 52 seconds West, a distance of 86.87 feet to a point for angle,
 South 81 degrees 15 minutes 19 seconds West, a distance of 66.73 feet to a point for angle,
 South 89 degrees 11 minutes 47 seconds West, a distance of 66.87 feet to a point for angle,
 North 82 degrees 51 minutes 08 seconds West, a distance of 66.90 feet to a point for angle,
 North 79 degrees 33 minutes 47 seconds West, a distance of 67.19 feet to a point for angle,
 North 85 degrees 02 minutes 28 seconds West, a distance of 74.44 feet to a point for angle,
 South 89 degrees 22 minutes 48 seconds West, a distance of 74.32 feet to a point for angle,
 South 83 degrees 48 minutes 26 seconds West, a distance of 74.27 feet to a point for angle,
 South 82 degrees 08 minutes 33 seconds West, a distance of 96.46 feet to a point for angle,
 South 80 degrees 05 minutes 38 seconds West, a distance of 84.44 feet to a point for angle,
 South 74 degrees 46 minutes 21 seconds West, a distance of 84.36 feet to a point for angle,
 South 74 degrees 39 minutes 30 seconds West, a distance of 102.50 feet to a point for angle,
 South 80 degrees 08 minutes 21 seconds West, a distance of 71.29 feet to a point for angle,
 South 86 degrees 35 minutes 05 seconds West, a distance of 71.38 feet to a point for angle,

and, North 89 degrees 56 minutes 12 seconds West, a distance of 596.25 feet to a point in the middle of Hasenwinkel Road for the west end and Point of Termination of the herein described easement, said point bears, North 39 degrees 46 minutes 00 seconds West, a distance of 29.30 feet from a 1/2" steel rod found;

Note: Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas South Central Zone.


 Donald Dean Boemer
 Registered Professional Land Surveyor, No. 5207

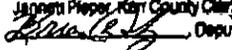


FILED AND RECORDED
 AT 4:20 O'CLOCK P.M.
 STATE OF TEXAS
 COUNTY OF KERR



APR 07 2014

I hereby certify that this instrument was filed in the filed number sequence on the date and time stamped herein on the first day fully recorded in the Official Records of Kerr County Texas.

Jillmarie Pieper, Kerr County Clerk
 Deputy

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

Easement Agreement and Maintenance Agreement

This Easement Agreement ("Agreement") is effective as of the 3 of October, 2022, between WWBRS Investments, LLC (herein called "WWBRS") and Roy C. Die and Susan E. Die (herein called "Die").

RECITALS

WHEREAS, WWBRS is the owner of that certain tract of land located in Kerr County, Texas, which is more particularly described as Lot 1 and Lot 3 of Hall Ranch, a subdivision of Kerr County, Texas, according to the plat recorded in Clerk's File No. 22-07892, Official Public Records of Kerr County, Texas;

WHEREAS, Die is the owner of that certain tract of land located in Kerr County, Texas, which is more particularly described as Lot 2 of Hall Ranch, a subdivision of Kerr County, Texas, according to the plat recorded in Clerk's File No. 22-07892, Official Public Records of Kerr County, Texas;

WHEREAS, A roadway known as Guilansbah Road crossing over Hall Ranch providing access to the Lots as shown on the plat of Hall Ranch, a subdivision of Kerr County, Texas, according to the plat recorded in Clerk's File No. 22-07892, Official Public Records of Kerr County, Texas, as well as a twenty-foot (20') easement being further described in Exhibit "A", attached hereto and made a part hereof for all purposes ("Easement");

WHEREAS, the WBRs and Die are the owners of all of the lots in the Hall Ranch;

WHEREAS, the parties hereto seek to create an easement over and across their respective portions of the Easement Property for the purposes of access, ingress and egress over and across the Easement Property as more particularly described herein; and

WHEREAS, the parties desire to provide for the easements described above, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration received by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Grants of Easements: The Parties, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to each other and each their heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Property belonging to the Parties, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to the Parties and their heirs, successors, and assigns forever. The Parties bind themselves and their heirs, successors, and assigns to warrant and forever defend the title to the Easement in the Parties and their heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Character of Easement.* The parties hereto grant to each other a non-exclusive, perpetual easement over and across the Easement Property for purpose of vehicular and pedestrian access, ingress, and egress to the Property owned by the Parties. The Easement is appurtenant to and runs with all or any portion of the Property owned by the Parties, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Property owned by the Parties. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of the Parties and their heirs, successors, and assigns who at any time own the Property owned by the Parties or any interest in the Property owned by the Parties. The Parties, their heirs, successors and/or assigns may not use the easement for access to any property other than the Property owned by the Parties.
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* The Parties reserve for their heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by the other Parties hereto.
4. *Secondary Easement.* The Parties have the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain a road reasonably suited for the Easement Purpose within the Easement Property. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* The Parties hereto shall have the right to improve and maintain the Easement subject to the rights of other easement holders to use the Easement Property. Any Lot owner may carry out maintenance on the Easement necessary for the continued operation of the roadway across the Easement and be reimbursed by the other Lot owners within Hall Ranch. Improvements to the road will be carried out with the consent of a majority of the Lot owners of Hall Ranch with costs to be split equally by all Lot owners of Hall Ranch. Notice shall be given to Lot owners of Hall Ranch prior to the beginning of any maintenance, repair or improvement to the Easement except in case of emergency where access over the Easement has been blocked. If additional road improvements are required to be made as a result of the subdivision of Lot 2, the cost of those improvements shall be solely paid for by the party wishing to subdivide the Lot. This includes any required improvements to any portion of Guilanshah Road.

6. *Cost of Improvements.* All costs and expenses reasonably incurred as a result of maintaining the Easement will be split equally between each Lot owner in Hall Ranch. In the event additional lots are created, the owners of the new Lots shall share equally in the cost of maintenance and repair of the Easement.

7. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. *Notice.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 p.m. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice given as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

9. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

10. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

11. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

12. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

13. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

14. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

15. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

17. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

18. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

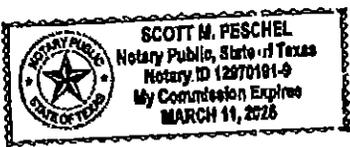
WWBRS Investments, LLC

James F. Halley IV
James F. Halley IV, Manager

Angela K. Halley
Angela K. Halley, Manager

THE STATE OF Texas
COUNTY OF Kerr

This instrument was acknowledged before me on the 3 day of October, 2022 by James F. Halley IV and Angela K. Halley, Managers of WWBRS Investments, LLC, on behalf of said company.

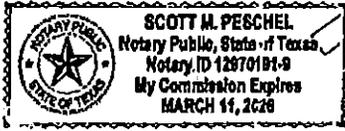


Scott M. Peschel
Notary Public, State of Texas

[Signature]
Roy C. Die
[Signature]
Susan E. Die

THE STATE OF Texas §
COUNTY OF Kerr §

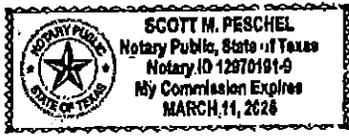
This instrument was acknowledged before me on the 3 day of October, 2022 by Roy C. Die.



[Signature]
Notary Public, State of Texas

THE STATE OF Texas §
COUNTY OF Kerr §

This instrument was acknowledged before me on the 29 day of September, 2022 by Susan E. Die.



[Signature]
Notary Public, State of Texas

FILED BY AND RETURN TO:
Fidelity Abstract & Title Co.
829 Jefferson Street
Kerrville, Texas 78028
GF#: 220574F

EXHIBIT "A"

Dennis Boerner Surveying Company
228 Holiday Road • Comfort, Texas 78013
Phone: 830-377-2492
FIRM NO. 10193963

Field Notes for a Centerline Description of a 20 Foot Wide Ingress/Egress Easement

Being a centerline description of a 20 foot wide ingress/egress easement out of the H. & O.B. R.R. CO. Survey No. 1, Abstract No. 364, Kerr County, Texas and being part of that certain 386 acre tract conveyed to Elizabeth Gullanzah by deed recorded in Volume 467, Pages 233-254, Official Public Records, Kerr County, Texas and being further described in Volume 94, Pages 314-316, Deed Records, Kerr County, Texas, said centerline description of a 20 foot wide ingress/egress easement being more particularly described by metes and bounds as follows:

Beginning at a point in the center of a cattle guard in a northeast line of the above referenced 386 acre tract, a southwest line of a 801.8437 acre tract recorded in Volume 669, Pages 724-726, Official Public Records, Kerr County, Texas for the east end and Point of Beginning of the herein described easement, said point bears, North 02 degrees 38 minutes 47 seconds West, 20.00 feet from a 1/2" steel rod found at the southeast corner of said 386 acre tract, a corner of said 801.8437 acre tract;

Thence, departing the southwest line of a 801.8437 acre tract, severing and through said 386 acre tract and along the center of an existing gravel road, the following 30 courses and distances,

- South 89 degrees 21 minutes 02 seconds West, a distance of 151.41 feet to a point for angle,
- North 89 degrees 37 minutes 47 seconds West, a distance of 491.53 feet to a point for angle,
- North 88 degrees 37 minutes 25 seconds West, a distance of 156.33 feet to a point for angle,
- South 88 degrees 10 minutes 14 seconds West, a distance of 114.96 feet to a point for angle,
- North 88 degrees 23 minutes 01 seconds West, a distance of 64.03 feet to a point for angle,
- North 83 degrees 47 minutes 18 seconds West, a distance of 64.10 feet to a point for angle,
- North 79 degrees 11 minutes 22 seconds West, a distance of 64.16 feet to a point for angle,
- North 74 degrees 38 minutes 31 seconds West, a distance of 47.66 feet to a point for angle,
- North 67 degrees 42 minutes 20 seconds West, a distance of 45.51 feet to a point for angle,
- North 60 degrees 46 minutes 13 seconds West, a distance of 45.65 feet to a point for angle,
- North 58 degrees 14 minutes 36 seconds West, a distance of 67.73 feet to a point for angle,
- North 69 degrees 10 minutes 50 seconds West, a distance of 38.13 feet to a point for angle,
- North 81 degrees 22 minutes 43 seconds West, a distance of 38.13 feet to a point for angle,
- South 86 degrees 23 minutes 28 seconds West, a distance of 38.13 feet to a point for angle,

South 74 degrees 13 minutes 35 seconds West, a distance of 38.13 feet to a point for angle,
 South 74 degrees 00 minutes 32 seconds West, a distance of 86.87 feet to a point for angle,
 South 81 degrees 15 minutes 19 seconds West, a distance of 66.73 feet to a point for angle,
 South 89 degrees 11 minutes 47 seconds West, a distance of 66.87 feet to a point for angle,
 North 82 degrees 51 minutes 08 seconds West, a distance of 66.90 feet to a point for angle,
 North 79 degrees 33 minutes 47 seconds West, a distance of 67.19 feet to a point for angle,
 North 85 degrees 02 minutes 28 seconds West, a distance of 74.44 feet to a point for angle,
 South 89 degrees 22 minutes 48 seconds West, a distance of 74.32 feet to a point for angle,
 South 83 degrees 48 minutes 26 seconds West, a distance of 74.27 feet to a point for angle,
 South 82 degrees 08 minutes 33 seconds West, a distance of 96.46 feet to a point for angle,
 South 80 degrees 05 minutes 38 seconds West, a distance of 84.44 feet to a point for angle,
 South 74 degrees 46 minutes 21 seconds West, a distance of 84.36 feet to a point for angle,
 South 74 degrees 39 minutes 30 seconds West, a distance of 102.50 feet to a point for angle,
 South 80 degrees 08 minutes 21 seconds West, a distance of 71.29 feet to a point for angle,
 South 86 degrees 33 minutes 03 seconds West, a distance of 71.38 feet to a point for angle,
 and, North 89 degrees 56 minutes 12 seconds West, a distance of 396.23 feet to a point in
 the middle of Hassenwinkler Road for the west end and Point of Termination of the herein
 described easement, said point bears, North 39 degrees 46 minutes 00 seconds West, a
 distance of 29.30 feet from a 1/2" steel rod found;

Note: Basis of bearing was established from the State Plane Coordinate System North American datum of 1983, Texas South Central Zone.



Donald Dean Boerner
 Registered Professional Land Surveyor, No. 5207



FILED AND RECORDED
 At 3:25 o'clock P M
 STATE OF TEXAS
 COUNTY OF KERR
 October 4, 2022

I hereby certify that this instrument was filed in the numbered sequence on the date and time stamped above by me and was duly recorded in the Official Public Records of Kerr County Texas.
 Jackie Dowdy County Clerk

Seny Raney Deputy

Property Details

EXHIBIT F (1/5)

Account

Property ID: 542020

Geographic ID: 5102-0000-001000

Type: R

Zoning:

Property Use:

Location

Situs Address: 275 HASENWINKEL, TX 78013

Map ID:

Mapsco:

Legal Description: HALL RANCH LOT 1 ACRES 62.16

Abstract/Subdivision: S4102

Neighborhood:

Owner

Owner ID: 623426

Name: OPEN HOLLOW LLC

Agent:

Mailing Address: 118 JAMES ST
BOERNE, TX 78006

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$180,697 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$7,446 (+)
Agricultural Market Valuation:	\$455,422 (+)
Market Value:	\$643,565 (=)

Property Details

EXHIBIT F (2/5)

Account

Property ID: 542021

Geographic ID: 5102-0000-002000

Type: R

Zoning:

Property Use:

Location

Situs Address:

Map ID:

Mapsc0:

Legal Description: HALL RANCH LOT 2 ACRES 226.97

Abstract/Subdivision: S4102

Neighborhood:

Owner

Owner ID: 589131

Name: DIE, ROY C & SUSAN E

Agent:

Mailing Address: 176 PAINTED SKY
COMFORT, TX 78013-3742

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$864,206 (+)
Market Value:	\$864,206 (=)

Property Details

EXHIBIT F (3/5)

Account

Property ID: 542022

Geographic ID: 5102-0000-003000

Type: R

Zoning:

Property Use:

Location

Situs Address:

Map ID:

Mapsco:

Legal Description: HALL RANCH LOT 3A ACRES 237.05

Abstract/Subdivision: S4102

Neighborhood:

Owner

Owner ID: 615757

Name: WWBRS INVESTMENTS, LLC

Agent:

Mailing Address: 275 HASENWINKEL RD
COMFORT, TX 78013

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$368,880 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$3,782 (+)
Agricultural Market Valuation:	\$892,831 (+)
Market Value:	\$1,265,493 (=)

Property Details

EXHIBIT F (4/5)

Account

Property ID: 542493

Geographic ID: 5102-0000-003001

Type: R

Zoning:

Property Use:

Location

Situs Address:

Map ID:

Mapsco:

Legal Description: HALL RANCH LOT 3B ACRES 266.62

Abstract/Subdivision: S4102

Neighborhood:

Owner

Owner ID: 615757

Name: WWBRS INVESTMENTS, LLC

Agent:

Mailing Address: 275 HASENWINKEL RD
COMFORT, TX 78013

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$996,985 (+)
Market Value:	\$996,985 (=)

Property Details

EXHIBIT F (5/5)

Account

Property ID: 542023

Geographic ID: 5102-0000-004000

Type: R

Zoning:

Property Use:

Location

Situs Address:

Map ID:

Mapsc0:

Legal Description: HALL RANCH LOT GUILANSHAH ROAD

Abstract/Subdivision: S4102

Neighborhood:

Owner

Owner ID: 615757

Name: WWBRS INVESTMENTS, LLC

Agent:

Mailing Address: 275 HASENWINKEL RD
COMFORT, TX 78013

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$81,662 (+)
Market Value:	\$81,662 (=)

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Comm. Paces

OFFICE: County Commissioner

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to approve the creation of and Kerr County Commissioners Court's membership in the sub-regional planning commission pursuant to Chapter 391, Texas Local Government Code within Region 18, known as the Alamo Area Council of Government, to be known as the Hill Country Energy Sub-Regional Planning Commission (HCESRPC). The County limits of Kerr County shall be included with the County Limits of Kendall County to form the boundaries of the newly created HCESRPC.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Comm. Paces, Pct. 2

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

_____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

RESOLUTION NO. _____

RESOLUTION OF KERR COUNTY, TEXAS AUTHORIZING AND APPROVING FORMATION OF A "SUB-REGIONAL PLANNING COMMISSION"; AUTHORIZING INTERLOCAL COORDINATION WITH OTHER COUNTIES, MUNICIPALITIES, AND OTHER GOVERNMENTAL UNITS; AND PROVIDING OPEN MEETINGS.

Came before the Commissioners Court of Kerr County on this the 25th day of November, 2024, the matter of authorizing and approving the creation and joining of the sub-regional planning commission within Region 18, known as the Alamo Area Council of Government (COG), to be known as the **Hill Country Energy Sub-Regional Planning Commission (HCESRPC)**, and authorizing to enter an Inter-local Cooperation Agreement for the purpose of joining with other governing units within Region 18;

WHEREAS, Chapter 391 of the Texas Local Government Code authorizes any combination of at least two (2) counties and/or municipalities to agree to establish a commission to plan for a sub-region; and

WHEREAS, the governing units within Region 18 have unique planning needs for which a cooperative effort among the uniquely affected governmental units to coordinate planning efforts is in the best interest of the citizens, and

WHEREAS, the County Commissioners Court of Kerr County, Texas finds it is in the public interest and to the benefit of the residents of the county and the citizens of this state to form the Hill Country Energy Sub-Regional Planning Commission to provide for the special planning needs of the area.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF KERR COUNTY, TEXAS, THAT:

Section 1. Authorization. The following actions are hereby authorized:

- (A) The creation and joining of a commission pursuant to Chapter 391, Texas Local Government Code to be known as the "Hill Country Energy Sub-Regional Planning Commission" (the HCESRPC) is authorized and approved;
- (B) Initially, the County limits of Kerr County shall be included with the County Limits of Kendall County to form the boundaries of the newly created HCESRPC;
- (C) The Judge or his designee, are authorized to take all steps necessary and required under Chapter 391, Texas Local Government Code, to establish and join the HCESRPC, including cooperating to form appropriate Interlocal Cooperation Agreements with Kendall County and other counties, municipalities, and other

governmental units affected by the plans of such counties, municipalities and/or governmental units as agreed by the voting members of the HCESRPC.

Section 2. Purpose. The HCESRPC’s purpose is to:

- (A) Cooperate and coordinate with local governmental units sharing similar needs to plan for all matters dealing with health, safety, and general welfare of their residents, and other issues affecting the jurisdiction and residents of the HCESRPC;
- (B) Study, research and create a plan to deal with future development of communities, areas, and regions regarding Battery Energy Storage Systems (BESS) located within the jurisdiction of the HCESRPC;
- (C) Support and strengthen law enforcement and security within the HCESRPC;
- (D) Protect and preserve the health, safety, welfare, and economic well-being of the citizens, businesses, and industry of the HCESRPC;
- (E) Coordinate all efforts with all federal and state agencies pursuant to Texas Local Government Code 391;

Section 3. Open Meetings.

It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on this the 25th day of November, 2024.

COUNTY OF KERR, TEXAS:

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Kerr County Judge

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Comm. Paces

OFFICE: County Commissioner

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to approve the draft bylaws for the Hill Country Energy Sub-Regional Planning Commission (HCESRPC), to be created pursuant to Chapter 391, Texas Local Government Code formed between Kerr County and Kendall County for submission to the HCESRPC Governing Board in its initial public meeting, that shall submit any proposed changes to the Kerr County Commissioners Court and Kendall County Commissioners Court for consideration and approval.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Comm. Paces, Pct. 2

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

_____ @ _____

All Agenda Requests will be screened by the County Judge's Office to determine if adequate information has been prepared for the Court's formal consideration and action at time of Court Meetings. Your cooperation will be appreciated and contribute towards you request being addressed at the earliest opportunity. See Agenda Request Rules Adopted by Commissioners' Court.

**BYLAWS
OF
HILL COUNTRY ENERGY
SUB-REGIONAL PLANNING COMMISSION
(Herein after referred to as "HCESRPC")**

ARTICLE I

OFFICES

Offices. The HCESRPC may utilize such office or offices, at such suitable place or places within the region, as the Board of Directors may from time to time determine as necessary or desirable for the conduct of the affairs of HCESRPC.

ARTICLE II

MEMBERSHIP

The HCESRPC shall consist of members as specified in the Texas Local Government Code, Chapter 391, Regional Planning Commissions and as set by the governing board.

ARTICLE III

GOVERNING BOARD

Section 1. Powers: There shall be a Governing Board, also referred to as the "Board," of the HCESRPC, which shall manage, supervise and control the business and affairs of the HCESRPC as provided by law or these bylaws. The Governing Board shall be vested with the powers possessed by the HCESRPC itself, including the powers to determine the policies of the HCESRPC and prosecute its purposes, to appoint and remunerate agents and employees, to establish and manage the budget, if any, of the HCESRPC, to solicit and disburse the funds of the HCESRPC, and to adopt such rules and regulations for the conduct of its business as shall be deemed advisable. The Governing Board shall elect one of its members to serve as President of the Governing Board and shall elect one of its members to serve as Vice President, for such terms as the Board may determine.

Section 2. Specific Authority to Further the Purposes of the HCESRPC. The purpose for which the HCESRPC is organized are to perform activities within the meaning of the Texas Local Government Code, Chapter 391, Regional Planning Commission. The authority of the Board shall be limited to authorizing representatives of the HCESRPC to review, participate in discussions and make recommendations regarding the establishment of battery energy storage systems (BESS) within the HCESRPC area to:

(1) join and cooperate to improve the health, safety, and general welfare of the public, while safeguarding the unique character, and stability of the sub-region and their residents;

- (2) inform local governance regarding the future development of BESS within the region so that the needs of residents are recognized;
- (3) make studies and plans to guide the safe development of BESS within the region;
- (4) coordinate BESS planning efforts, subject to the approval of the Commissioners Courts of Kendall and Kerr Counties, with appropriate state and federal agencies as required by regulations or statutes informed by Local Government Code 391.
- (5) provide recommendations, for the approval of the Commissioners Courts of Kendall and Kerr Counties, to state legislative representatives and regulatory agencies for the planning, development, and regulation of BESS.

Section 3. Number. The initial Governing Board shall be comprised as follows:

	<u>POSITION</u>	<u>ELECTED OFFICIAL</u>	<u>VOTING MEMBER</u>
1	Kendall County Commissioner	Yes	Yes
2	Kendall County Commissioner	Yes	Yes
3	Kerr County Commissioner	Yes	Yes
4	Kerr County Commissioner	Yes	Yes
5	Groundwater Conservation Director	Yes	No
6	Kendall County Fire Marshall	No	No
7	Agriculture / Land Owner Representative	No	Yes
8	State Representative HD53	Yes	No

These members of the Board shall serve until their successors are elected and qualified. Thereafter, if additional counties or municipalities become part of the HCESRPC, at least two-thirds of the members of the Board shall be elected officials of the participating counties or municipalities. The Board may increase or decrease the number of directors, but two-thirds shall be elected officials of participating counties or municipalities and the total number of voting directors shall be an odd number.

Section 4. Election and Term of Office. The non-county commissioner members of the Board shall be nominated and elected annually by the affirmative vote of the Governing Board. The county commissioner members shall be appointed by their respective Commissioners Court. Members of the Board shall serve for a term of one year. Members of the Board may succeed themselves for an unlimited number of terms.

Section 5. Resignation. Any member of the Board may resign at any time by giving written notice to the President of the HCESRPC. Such resignation shall take effect at the time the written notice is presented to the President of the HCESRPC. Any participating entity (city, county, school district, authority, water district, political subdivision, etc.) may resign from the HCESRPC at any time in any manner agreed upon by the governing body of the participating entity.

Section 6. Removal. Any member, other than a county commissioner member, may be removed with or without cause from such office by a majority vote of the Governing Board at any regular or special meeting of the members at which a quorum is present.

Section 7. Regular Meetings. The Governing Board will hold regular public meetings for the purpose of transacting business, unless otherwise decided by a majority of

the Governing Board. The meeting frequency shall be at least quarterly, and may be increased to monthly meetings if so agreed by the Governing Board based upon anticipated need. The meeting location shall rotate between member counties at their respective government office spaces.

Section 8. Special Meetings. Special meetings of the Governing Board may be called at the direction of the President of the HCESRPC or by a majority of the members then in office, to be held at such time, day and place as shall be designated in the notice of the meeting.

Section 9. Notice. Notice of the time, day and place of any meeting of the Governing Board shall be posted according to the Texas Open Meetings Act and be given at least three days previous thereto in the manner set forth in the Act.

Section 10. Quorum. A majority of the members shall constitute a quorum for the transaction of business at any meeting of the Governing Board.

Section 11. Manner of Acting. Except as otherwise expressly required by law, the Bylaws, or the affirmative vote of a majority of the members present at any meeting of the Governing Board at which a quorum is present shall be the act of the Governing Board. Each member shall have one vote. Voting by proxy shall not be permitted.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the HCESRPC shall consist of a President, a Vice President, a Secretary, and a Treasurer. The HCESRPC shall have such other officers and assistant officers as the Governing Board may from time to time deem necessary, such officers to have the authority, and to perform the duties prescribed from time to time by the Governing Board.

Section 2. Election of Officers. The initial officers of the HCESRPC shall be nominated and elected by those in attendance at the first meeting. Thereafter, the officers of the HCESRPC shall be elected by the members of the Governing Board of the HCESRPC at the next annual meeting of the Governing Board.

Section 3. Term of Office. The officers of the HCESRPC shall be installed at the meeting at which they are elected and shall hold office until their respective successors shall have been duly elected and qualified.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the President of the HCESRPC. Such resignation shall take effect at the time the notice is provided to the President.

Section 5. Removal. Any officer may be removed by the Governing Board at any regular or special meeting of the Board at which a quorum is present.

Section 6. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Governing Board, except for a county commissioner which vacancy will be filled by the respective county Commissioners Court, for the unexpired term.

Section 7. President. The President shall be the chief executive officer of the HCESRPC and, subject to the overall guidance and supervision of the Governing Board, give active direction to and have control of the business and affairs of the HCESRPC. He or she may sign any instruments which the Governing Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Governing Board or by these Bylaws or by statute to some other officer or agent of the HCESRPC; and in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Governing Board from time to time.

Section 8. Vice-President. The Vice President shall perform the duties of the President in the event of his or her inability or refusal to act, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or the Governing Board.

Section 9. Secretary. The Secretary shall keep the minutes of the meetings of the members and the Governing Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the HCESRPC (if any), and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Governing Board.

Section 10. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the HCESRPC; receive and give receipts for moneys due and payable to the HCESRPC from any source whatsoever, and deposit all such moneys in the name of the HCESRPC in such bank(s), trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Governing Board.

ARTICLE V

COMMITTEES

Section 1. Committees of Directors. The Governing Board, by resolution adopted by a majority of the members in office, may designate and appoint one or more committees, each consisting of two or more members of the Board, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the HCESRPC, provided, however, that no such committee shall have the authority of the Board in reference to amending, altering or repealing these Bylaws, electing, appointing or removing any member of any such committee or any director or officer of the HCESRPC; authorizing the voluntary dissolution of the HCESRPC or revoking proceedings therefore; adopting a plan for the distribution of the assets of the HCESRPC; or amending,

altering or repealing any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon the Governing Board by law.

All committees are subject to Texas Open Meetings Act and shall provide posted notice of the time, day and place of any meeting of the committee according to the Texas Open Meetings Act and with such notice given at least three days previous thereto in the manner set forth in the Act.

Section 2. Term of Office. Each member of a committee shall continue as such until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. Vacancies. Vacancies in the membership of committees may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 4. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government consistent with these Bylaws or with rules adopted by the Board.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Governing Board may authorize any officer or officers, agent or agents of the HCESRPC, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the HCESRPC, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the HCESRPC, shall be signed by such officer or officers, agent or agents of the HCESRPC and in such manner as shall from time to time be determined by resolution of the Governing Board. In the absence of such determination by the Governing Board, such instruments shall be signed by the Treasurer and countersigned by the President of the HCESRPC.

Section 3. Deposits. All funds of the HCESRPC shall be deposited from time to time to the credit of the HCESRPC in such bank(s), trust companies or other depositories as the Governing Board may select. Any monies received by or from the HCESRPC shall be the property of the HCESRPC and shall be used solely in furtherance of the HCESRPC's purposes as the Governing Board may from time to time determine.

Section 4. Gifts and Funds. The Governing Board may accept on behalf of the HCESRPC any contribution, gift, bequest, or devise from a participating governmental unit which appropriates funds to the HCESRPC for the costs and expenses required in the performance of its purpose. The HCESRPC may also apply for, contract for, receive, and expend for its purposes a grant or funds from a participating governmental unit or another private source. The HCESRPC shall never apply for, contract for, receive, and expend for its purposes a grant for funds from the state or the federal government.

Section 5. No public funds of any participating entity (city, county, school district, authority, water district, political subdivision, etc.); including materials, employees, equipment, supplies; may be used by the HCESRPC without the express written consent of the governing body of such entity.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Notice. Whenever under the provisions of these Bylaws of the HCESRPC or statute, notice is required to be given to a Board member, committee member, or officer, such notice shall be given in writing, by first-class mail to such person at his or her address as it appears on the records of the HCESRPC. Such notice shall be deemed to have been given when deposited in the United States mail. Notice may also be given by facsimile, telephone or other electronic means, and will be deemed given when acknowledged as received by recipient.

Section 2. Books and Records. The HCESRPC shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Governing Board and committees having any of the authority of the Governing Board, and shall keep at the President's place of business, a record giving the names and addresses of the members of the Board of Directors.

All records shall be subject to the Texas Public Information Act, Texas Open Meetings Act and all other rules and regulations public entities are subject to in the State of Texas.

Section 4. Definitions. The purpose of the HCESRPC is to utilize federal statutes and the Texas Local Government Code, Chapter 391, Regional Planning Commission to structure a process by which the HCESRPC can request and obtain meaningful coordination with necessary federal and state agencies.

Therefore, the HCESRPC hereby adopts the following definitions of specific terms and processes:

1. "Coordinate." Section 391.009(c) states: "In carrying out their planning and program development responsibilities, state agencies shall, to the greatest extent feasible, coordinate planning with commissions to ensure effective and orderly implementation of state programs at the regional level." The statute does not define the term "coordinate," however, the HCESRPC hereby adopts the definition as adjudicated in *Empire Ins. Co. of Texas v. Cooper* 138 S.W.

2d 159 (Court of Civil Appeals of Texas, 1940). The court defined “coordinate” to mean “equal, of the same order, rank, degree or importance; not subordinate.” The term “coordination” shall mean the act of coordinating.

2. “Local Commissions.” Two or more cities, counties, or combination of either a city or a county that form a commission under Chapter 391, may demand coordination by state and federal agencies. The HCESRPC may demand coordination with a state or federal agency that develops or plans for future BESS projects or makes any BESS use decisions affecting the region within the HCESRPC.
3. “Resolve Inconsistencies.” It is the intention of the HCESRPC that any differences between a federal or state agency’s plans that affect the jurisdiction of the local regional planning commission shall, to the greatest extent feasible, be made consistent with the local government plan as required by respective federal and state statutes. Once formed, the HCESRPC shall provide written notice to the appropriate federal and state agencies of the existence of their local plan.

ARTICLE VIII

AMENDMENTS TO BYLAWS

These Bylaws may be amended, revised, repealed, or modified upon the affirmative vote of a majority of the Governing Board at any regular or special meeting of the Board. An amendment to the Bylaws shall be effective immediately after adoption unless a later effective date is specifically adopted at the time the amendment is enacted.

Adopted this the ____ day of _____, 2024.

Signatures of Governing Board:

President

Vice-President

Secretary

Treasurer

Member

Member

Member

Member

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Comm. Paces

OFFICE: County Commissioner

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to authorize the County Judge to send a formal request to the State Fire Marshal's office to request that one of the marshals from their Inspections and Engineering Department review and inspect each and every Lithium Battery Energy Storage System (BESS) planning to establish a facility in Kerr County that we become aware of for conformance with the latest applicable Texas fire codes including NFPA 855.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Comm. Paces, Pct. 2

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: 12:00 P.M. previous Wednesday.

THIS REQUEST RECEIVED BY:

THIS REQUEST RECEIVED ON:

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Jody Grinstead

From: Richard Paces <rpaces@co.kerr.tx.us>
Sent: Wednesday, November 20, 2024 2:48 PM
To: 'Jody Grinstead'
Cc: 'Heather Stebbins'
Subject: November 25th Commissioners Court Meeting Agenda Item Authorizing the County Judge to request Review and Inspection Services from the State Fire Marshal

Jody,

Please add an agenda item to the Monday, Nov. 25th Commissioners Court meeting to “Consider, discuss and take appropriate action to authorize the County Judge to send a formal request to the State Fire Marshal’s office to request that one of the marshals from their Inspections and Engineering Department review and inspect each and every Lithium Battery Energy Storage System (BESS) planning to establish a facility in Kerr County that we become aware of for conformance with the latest applicable Texas fire codes including NFPA 855.”

Commissioner Paces and Commissioner Elect Holt will prepare the necessary letters and inform the County Judge of each BESS facility of concern as and when suitable information becomes available.

Heather,

Please review the above language for the agenda item and let me know if I need to make any changes.

Kind regards,
Rich

Kerr County Commissioner, Precinct 2
(830) 343-9107

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Comm. Harris

OFFICE: County Commissioner

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to reappoint Chris Hughes and Bill Aycock to the Emergency Services District #1 Board (ESD #1).

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Comm. Harris, Pct. 4

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

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Jody Grinstead

From: Don Harris <dharris@co.kerr.tx.us>
Sent: Tuesday, November 19, 2024 12:17 PM
To: 'Jody Grinstead'
Subject: FW: ESD Renewals

Jody,

Please check your records on this. If they are expired, please put them on the next agenda.

Don

From: chris@brokenarrowranch.com <chris@brokenarrowranch.com>
Sent: Tuesday, November 19, 2024 9:56 AM
To: 'Commissioner Don Harris' <dharris@co.kerr.tx.us>
Cc: 'bill verifilab.com' <bill@verifilab.com>
Subject: ESD Renewals

Don – One more thing for your favorite ESD... it looks like board positions for me and Bill Aycock need to be renewed. Expired 9/30/24.

Thanks - Chris

Chris Hughes

Owner
Broken Arrow Ranch

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Comm. Letz

OFFICE: County Commissioner

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to rescind Court Order 37057 (creating the Kerr County Animal Services Advisory Committee) and 37058 (Kerr County Animal Services Advisory Committee initial tasks).

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Comm. Letz, Pct. 3

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

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ORDER NO. 37057
ITEM 1.20

KERR COUNTY ANIMAL SERVICES ADVISORY COMMITTEE

Came to be heard this the 9th day of October, 2018, with a motion made by Commissioner Letz, seconded by Commissioner Reeves, the Court unanimously approved by a vote of 3-0-0 (Commissioner Moser not present this agenda item) to:

Approve Court Order creating the Kerr County Animal Services Advisory Committee.

ORDER NO. 37057

ANIMAL SERVICES ADVISORY COMMITTEE

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

(a) Membership.

The Advisory Committee must be composed of at least:

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

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

Members shall be residents of Kerr County.

(b) Term.

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

(c) Officers.

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

(d) Duties.

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

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

(e) Meetings.

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

ORDER NO. 37058
ITEM 1.20

ANIMAL SERVICES ADVISORY COMMITTEE/ INITIAL TASKS

Came to be heard this the 9th day of October, 2018, with a motion made by Commissioner Letz, seconded by Commissioner Reeves, the Court unanimously approved by a vote of 3-0-0 (Commissioner Moser not present this agenda item) to:

Approve Kerr Animal Services Advisory Committee address the following tasks:

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

ORDER NO. 37058

ANIMAL SERVICES ADVISORY COMMITTEE

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

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

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Comm. Letz

OFFICE: County Commissioner

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to adopt new guidelines for the Kerr County Animal Services Advisory Committee.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Comm. Letz, Pct. 3

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

Time for submitting this request for Court to assure that the matter is posted in accordance with Title 5, Chapter 551 and 552, Government Code, is as follows:

Meeting scheduled for Mondays: . 12:00 P.M. previous Wednesday.

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COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY: Judge Kelly

OFFICE: County Judge

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to approve contracts with Hunt Volunteer Fire Department and Comfort Volunteer Fire Department.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Judge Kelly

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

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COMMISSIONERS' COURT AGENDA REQUEST

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MADE BY: Judge Kelly

OFFICE: County Judge

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: Consider, discuss and take appropriate action to appoint County Clerk.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON)

NAME OF PERSON ADDRESSING THE COURT: Judge Kelly

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

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Jody Grinstead

From: Heather Stebbins <hstebbins@co.kerr.tx.us>
Sent: Friday, November 8, 2024 11:46 AM
To: rkelly@co.kerr.tx.us; Jody Grinstead
Subject: Appointment

Good Morning Judge and Commissioners,

I understand that you've received a letter from Ian Collum that he will not be taking office on January 1st for the next term for the position of the Kerr County Clerk.

Under Chapter 201 of the Elections Code, a candidate elect can submit a resignation or a notice not to assume office to the officer or body with appointment authority. The Commissioners Court can then accept the resignation or it simply becomes effective eight days following its submission, whichever occurs sooner. A resignation submitted to be effective at a future date will create a vacancy immediately upon acceptance thereby permitting the appointment of a successor who will take office upon the effective date of the resignation. See Texas Elections Code, §201.023, "If an officer submits a resignation, whether to be effective immediately or at a future date, a vacancy occurs on the date the resignation is accepted by the appropriate authority or on the eighth day after the date of its receipt by the authority, whichever is earlier."

The commissioners court is authorized to appoint a successor who will fill the term until the next general election following either acceptance or the eight days following receipt of resignation. This successor will serve through the general election in 2026 and not the full four-year term, unless of course they run for the position in 2026 and are elected to fulfill the unexpired term of office.

Heather

Heather Stebbins
Kerr County Attorney
700 Main BA-103
Kerrville, Texas 78028
830.792.2220 Phone
830.792.2228 Fax

DISCLAIMER: This email (and all attachments) is a public record of the Kerr County and is subject to public disclosure under the Texas Public Information Act. This email is also subject to the State Retention Schedule.

CONFIDENTIALITY NOTICE: This email (and all attachments) is confidential, legally privileged, and covered by the Electronic Communications Privacy Act. Unauthorized use or dissemination is prohibited. If you have received this message in error please delete it immediately.

COMMISSIONERS' COURT AGENDA REQUEST

PLEASE FURNISH ONE ORIGINAL AND FOUR COPIES OF THIS REQUEST AND DOCUMENTS TO BE REVIEWED BY THE COURT.

MADE BY:

OFFICE:

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: EXECUTIVE/CLOSED SESSION - An executive/closed session meeting will be held pursuant to Sections 551.071(1)(2) and 551.129 of the Texas Government Code (consultation with attorney) to deliberate modifications to the Kerr County Employee Handbook and any other matter described in this meeting agenda.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON) Yes

NAME OF PERSON ADDRESSING THE COURT:

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

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COMMISSIONERS' COURT AGENDA REQUEST

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MADE BY:

OFFICE:

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: EXECUTIVE/CLOSED SESSION – An executive/closed session meeting will be held pursuant to Sections 551.071(1)(2) and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorneys regarding pending and potential litigation.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON) Yes

NAME OF PERSON ADDRESSING THE COURT:

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

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COMMISSIONERS' COURT AGENDA REQUEST

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MADE BY:

OFFICE:

MEETING DATE: November 25, 2024

TIME PREFERRED:

SUBJECT: EXECUTIVE/CLOSED SESSION – An executive/closed session meeting will be held pursuant to Sections 551.071(2) and 551.129 of the Texas Government Code (consultation with attorney) for the Commissioners Court to consult with and seek advice from its attorneys regarding the following matters: (a) pursuant to Chapter 391 of the Texas Local Government Code, formation and governance issues regarding a regional planning commission; (b) the regional planning commission proposed to be formed by and between Kerr County, Texas and Kendall County, Texas; and (c) any other matter described in this meeting agenda.

EXECUTIVE SESSION REQUESTED: (PLEASE STATE REASON) Yes

NAME OF PERSON ADDRESSING THE COURT:

ESTIMATED LENGTH OF PRESENTATION:

IF PERSONNEL MATTER - NAME OF EMPLOYEE:

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