



CALL TO ORDER:

1. **INVOCATION:**

2. **VISITORS/CITIZENS FORUM:** *Any citizen with business not scheduled on the agenda may speak to the Economic Improvement Corporation. No deliberation or action can be taken on these items because the Open Meetings Act requires an item be posted on an agenda 72 hours before the meeting. Visitors are asked to limit their presentation to three minutes.*

3. **APPROVAL OF MINUTES:**

- 3.A Minutes from the regular Economic Improvement Corporation (EIC) meeting held on September 15, 2025. (K Franchina, Deputy City Secretary)

4. **MONTHLY REPORTS:**

- 4.A October 20, 2025, flood event, status of recovery efforts, and City's continuing response. (M Hornes, Assistant City Manager)

- 4.B Kerrville Economic Development Corporation (KEDC) update. (T Bock, President, Kerrville Economic Development Corporation)

- 4.C Economic Improvement Corporation (EIC) project status update including: Downtown Area Streetscape, Scott Schreiner Golf Course Improvements, Olympic Pool Renovations, Cailloux Theater Improvements, Travis Street Pump Station Upsizing, A.C. Schreiner House (HHHC), Granger McDonald Park, Megacrete, Habitat for Humanity, Schreiner University CTWD and Edington Gym Upgrades, and James Avery Traffic Signal. (M Hornes, Assistant City Manager)

- 4.D September 2025 Monthly Financial Report. (T Rodriguez, Assistant Director of Finance)

5. **PUBLIC HEARING AND POSSIBLE ACTION:**

- 5.A Economic Development Grant Agreement between the City of Kerrville, Texas, Economic Improvement Corporation (EIC) and Kerr Economic Development Corporation (KEDC). (T Rodriguez, Assistant Finance Director)

6. **INFORMATION AND DISCUSSION:**

- 6.A Discussion of the Economic Improvement Corporation's (EIC) potential role in supporting the Economic and Community Recovery following the July 4 flood. (M Hornes, Assistant City Manager)

7. **EXECUTIVE SESSION:** *Economic Improvement Corporation (EIC) may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding*

real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.

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

9. **ITEMS FOR FUTURE AGENDAS:** *Economic Improvement Corporation may suggest items or topics for future agendas.*

ADJOURN.

The facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1118 for further information.

I hereby certify that this agenda was posted as notice of the meeting on the bulletin board at the City Hall of the City of Kerrville, Texas, and on the City's website on the following date and time: **10/14/2025, at 4:30 pm.**, and remained posted continuously for at least 3 business days preceding the scheduled time of the meeting.

Kesha Franchina, TRMC

Kesha Franchina, TRMC, Deputy City Secretary, City of Kerrville, Texas



**TO BE CONSIDERED BY THE ECONOMIC IMPROVEMENT CORPORATION
CITY OF KERRVILLE, TEXAS**

CAPTION: Minutes from the regular Economic Improvement Corporation (EIC) meeting held on September 15, 2025. (K Franchina, Deputy City Secretary)

AGENDA DATE: October 20, 2025

DATE SUBMITTED: 09/17/2024

SUBMITTED BY:

EXHIBITS:

1. EIC Minutes 9152025

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

Minutes from the regular Economic Improvement Corporation (EIC) meeting held on September 15, 2025.

RECOMMENDED ACTION:

Approve minutes as presented.

**ECONOMIC IMPROVEMENT CORPORATION
MINUTES REGULAR MEETING**

**KERRVILLE, TEXAS
SEPTEMBER 15, 2025 4:00 PM**

**ECONOMIC IMPROVEMENT
CORPORATION MEMBERS PRESENT:**

Celeste Hamman, President
Gilberto Paiz, Vice-President
T.Beck Gipson
Kent McKinney, Councilmember
Ryan Pendergraft

EXECUTIVE STAFF PRESENT:

Mike Hayes, City Attorney
Michael Hornes, Assistant City Manager
Kim Meismer, Assistant City Manager
Kesha Franchina, Deputy City Secretary
Kelly Hagemeyer, Economic Development
Manager
Trina Rodriguez, Assistant Director of Finance

**ECONOMIC IMPROVEMENT
CORPORATION MEMBERS ABSENT:**

Kyle Bond, "GO Team"
Denny Foster

VISITORS PRESENT:

CALL TO ORDER: President Celeste Hamman called the meeting to order at 4:00 p.m.

1. **INVOCATION:** Councilmember Kent McKinney led the invocation.
2. **VISITORS/CITIZENS FORUM:** There were no citizen speakers.
3. **APPROVAL OF MINUTES:**

3.A Minutes from the regular Economic Improvement Corporation (EIC) meeting held on August 18, 2025.

Beck Gipson made a motion to approve the minutes as presented, seconded by Ryan Pendergraft. The motion passed 5-0.

4. **MONTHLY REPORTS:**

4.A September 15, 2025 flood event, status of recovery efforts, and City's continuing response.

Michael Hornes presented the flood event status update and responded to questions.

4.B Kerrville Economic Development Corporation (KEDC) update.

Todd Bock presented the KEDC update, including flood relief efforts, and responded to questions.

4.C Kerrville Economic Improvement Corporation (EIC) project status update includes Downtown Area Streetscape, Olympic Pool renovations, Travis Street Pump Station Upsizing, Granger McDonald Park, Megaacrete, and James Avery Traffic Signal.

Michael Hornes presented the EIC project status update and responded to questions.

4.D August 2025 Monthly Financial Report.

Trina Rodriguez presented the monthly financial update and responded to questions.

5. **EXECUTIVE SESSION:** None.

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

7. **ITEMS FOR FUTURE AGENDAS:** None.

ADJOURN. President Hamman adjourned the meeting at 5:06 pm.

APPROVED BY THE ECONOMIC IMPROVEMENT CORPORATION:

DATE: _____

APPROVED:

Celeste Hamman, President

ATTEST:

Kesha Franchina, Deputy City Secretary



**TO BE CONSIDERED BY THE ECONOMIC IMPROVEMENT CORPORATION
CITY OF KERRVILLE, TEXAS**

CAPTION: Kerrville Economic Development Corporation (KEDC) update. (T Bock, President, Kerrville Economic Development Corporation)

AGENDA DATE: October 20, 2025

DATE SUBMITTED: 08/27/2025

SUBMITTED BY:

EXHIBITS:

1. KerrEDC Commissioners Court EIC City Council Update 10.10.25 (1)

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
Yes

Key Priority Area:
C – Community/Neighborhood, D – Downtown Revitalization, E – Economic Development, F – Public Facilities/Services, H – Housing, L – Land Use, M – Mobility/Transportation, P – Parks/Open Space/River Corridor, W – Water/Wastewater/Drainage

SUMMARY:

RECOMMENDED ACTION:
Information only; no action required.

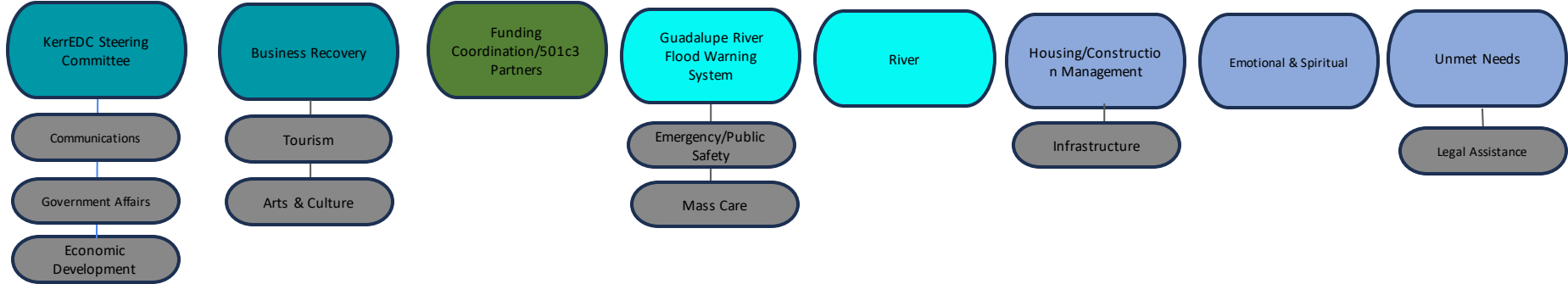


Stakeholder Update - Long Term Recovery

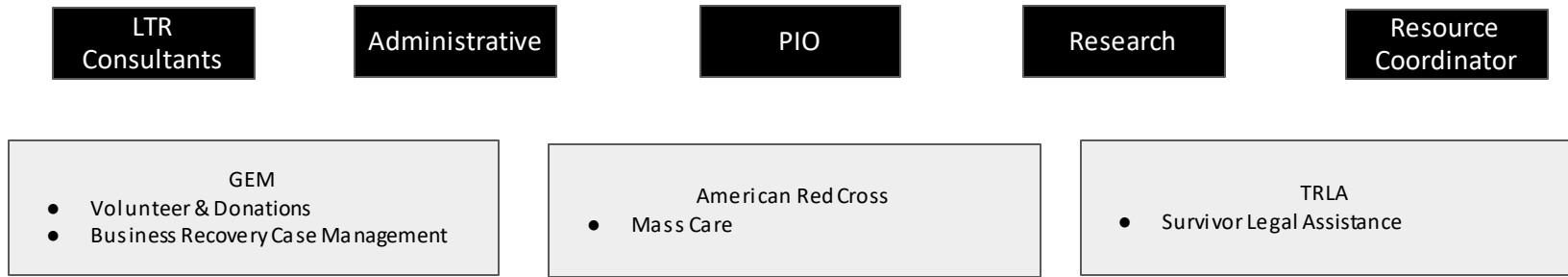
Board of Directors & Working Groups



KerrTogether
(Chair of the LTR Board)



Paid Positions, Support Staff & LTRG VOAD Partnerships



Kerr Together Board of Directors Board Chair - Judy Eynher, Vice Chair - John Dunn

Funding Coordination - Mark Haufler, Greg Appel

KerrEDC Steering Committee - Todd Bock, Theresa Metcalf,

- Communications - Tim Rye, Kim Clarkson
- Government Affairs

Business Recovery - Chris Hughes, Paul Zipp

- Economic Development - Kelly Hagemeyer, Larry Howard
- Tourism Recovery - John Rivenburgh, Julie Davis
- Arts & Culture - Katharine Boyette, Angela Kennedy

Guadalupe River Flood Warning System (GRFWS) - Tara Bushnoe, Bill Rector

- Emergency Response/Public Safety
- Mass Care - Debbie Zabica, American Red Cross

River Working Group - Jonathan Letz, Becky Etzler

Unmet Needs - Beth Palmer, Lori Payne

- Legal Assistance - **Brittanny Perrigue Gomez TRLA**
VOAD Partner

Emotional & Spiritual Care - David Payne, Bill Blackburn

Housing Coordination - John Dunn, Mary Campana

- Infrastructure - John Dunn, Bruce Bicknell

Kerr Together
Long Term Recovery
Board of Directors

Guadalupe River Flood Warning System
Working Group

UGRA

Kerr County

City of Kerrville

City of Ingram

Emergency Services

Public

UGRA/KISTERS

Evaluate Current System

Compare Sirens and
Gauges

Create Communication
Dashboard

Evaluate where new
gauges are needed

Mass Care

**Emergency
Services WG**

Evaluate
communication of
warnings to public

County
Development
Team
(Moser)

Evaluate system
Projection

State of Business Recovery

Impact Overview

- After data cleanup, approximately **260–265 affected businesses** identified in Kerr and West Kendall Counties.
- **74 businesses self-identified as directly impacted**, with **over 90% contacted** by Business Case Management teams.
- **3 businesses have closed**, and **1 has been sold** as of October 2.

Sector Distribution (74 directly impacted)

Sector	Businesses	Key Areas
Camps	8	Primarily Hunt & Ingram
Vacation Rentals	28	Kerrville, Hunt, Ingram
Retail	15	Kerrville & Ingram
Service	14	County-wide
Restaurants	2	Ingram & Kerrville
Agriculture, Residential, Nonprofit	4	Mixed

Structural Commercial Rebuild Estimates

Sector	Materials	Rebuild Estimate
Camps	\$17.6M	\$43.9M
Retail	\$2.8M	\$6.7M
Vacation Rentals	\$2.7M	\$6.6M
All Others	\$0.5M	\$1.4M
Total	\$23.99M	\$58.6M
Excluding Camps	\$6.3M	\$14.7M

Federal & SBA Programs - Many businesses are **hesitant to accept loans** due to high interest rates (8% vs 4%).

- SBA and EIDL (Economic Injury Disaster Loans) activity is ongoing.
- **Kerr County business loans:**
 - 295 applications filed; 14 loan offers totaling **\$1.36M**, with **\$335K disbursed**.
 - 62 EIDL offers totaling **\$524K** fully disbursed.
- **Residential assistance:** 473 applications, \$3.67M offered; \$675K disbursed.

LiftFund Hill Country Disaster Relief (as of 10/2/25) Remaining balance of roughly **\$3.15M** across all program categories.

- **Total Funded:** \$5.34M from diverse partners (Community Foundation, Wells Fargo, HEB, BoA, Citi, etc.)
- **Grant pool:** \$2.6M; **loan capital:** \$1M; **operations:** \$600K.
- **285 grants awarded**, totaling **\$2.02M**; **8 loans disbursed** totaling **\$371K**.
- **Jobs Retained:** 787 full-time, 460 part-time.

Local Banking Partners

- Local Kerrville banks expressed **strong support and flexibility** in recovery lending efforts and coordination with KTLRG and LiftFund.

Funding pipelines are active but underutilized due to loan hesitancy and administrative delays.

- Local coordination between **KTLRG, GEM, LiftFund, and financial institutions** is accelerating recovery.
- **Commercial rebuild grants** are emerging as a critical tool for helping businesses bridge the funding gap and sustain operations.
- Focus is shifting toward **data-driven funding justification**, ensuring recovery resources are allocated equitably and efficiently.

July 2025

July 7	July 8	July 9	July 17
<ul style="list-style-type: none">• Kerr Together Task Force 1st meeting• Website Launched	<p>Mayor Announces Kerr Together Website</p>	<ul style="list-style-type: none">• Twice Daily Recovery Meetings w/TDEM• Theresa Metcalf Arrived	<p>KerrEDC Staff was tasked by KerrEDC Board to begin establishing the LTRG</p>

Kerr Together Task Force held meetings weekly on Tuesdays throughout the month of July.

AUGUST 2025

August 6

Long Term Recovery
Consultant Presentation

August 11

Began Case
Management
Coordination Meetings

August 25

- LTRG Consultant
First Day

August 26

Kerr Together Task
Force began formalizing
Kerr Together LRG
Board Structure

Kerr Together Task Force held meetings weekly on Tuesdays throughout the month of August.

September 2025

September 9

First Official Kerr Together Long Term Recovery Board of Directors Meeting

September 16

Began discussions regarding Warehouse & Donation Management

September 23

Board reviewed project from River Working Group - Non-Woody Riparian Initiative

September 29

Funding for Non-woody Riparian Initiative approved for funding through the Community Foundation

Kerr Together Long Term Recovery Group Board of Directors held meetings weekly on Tuesdays throughout the month of September.



**TO BE CONSIDERED BY THE ECONOMIC IMPROVEMENT CORPORATION
CITY OF KERRVILLE, TEXAS**

CAPTION: Economic Improvement Corporation (EIC) project status update including: Downtown Area Streetscape, Scott Schreiner Golf Course Improvements, Olympic Pool Renovations, Cailloux Theater Improvements, Travis Street Pump Station Upsizing, A.C. Schreiner House (HHHC), Granger McDonald Park, Megacrete, Habitat for Humanity, Schreiner University CTWD and Edington Gym Upgrades, and James Avery Traffic Signal. (M Hornes, Assistant City Manager)

AGENDA DATE: October 20, 2025

DATE SUBMITTED: 08/27/2025

SUBMITTED BY:

EXHIBITS:

1. 10-6-2025 EIC projects update

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?

Yes

Key Priority Area:

C – Community/Neighborhood, D – Downtown Revitalization, E – Economic Development, F – Public Facilities/Services, H – Housing, L – Land Use, M – Mobility/Transportation, P – Parks/Open Space/River Corridor, W – Water/Wastewater/Drainage

SUMMARY:

RECOMMENDED ACTION:

Information only; no action required.

Monthly EIC Project Status Report

	Project Name	Description	Estimated Design Completion	Estimated Construction Completion	Comments
1	Downtown Area Streetscape	Relocate overhead utility lines to underground; improved beautification of the garage with limestone influences, LED light upgrades and wrought iron railing.	N/A	Summer 2025	KPUB portion is complete for underground utility work. Stop signs installed, masonry and wrought iron railing installed. Street lighting installed on Water Street. Decorative lighting to be installed on Clay St. near Downtown Parking Garage.
2	Scott Schreiner Golf Course improvements	Improvements to the existing golf course	Complete	Summer 2025	EIC and City Council approvals for funding complete. Design complete. Construction is complete.
3	Olympic Pool renovations	Renovations to the Olympic pool	Feb-2025	Summer 2026	EIC and City Council approvals for funding complete. Design complete. Construction commenced August 2025 with completion anticipated late Summer 2026.
4	Cailloux Theater Improvements	Repair of HVAC and roof systems	Complete	Fall 2025	EIC and City Council approvals for funding complete. Design complete and project awarded by City Council at October 22, 2024 meeting. Construction commenced March of 2025. Theater to close during construction with anticipated completion of August, 2025. Construction is substantially complete, theater open and contractor working off punch list items.
5	Travis Street Pump Station Upsizing	Increase distribution capacity of the Travis St pump station to meet TCEQ requirements for future developments.	TBD	TBD	Project approved by City Council March 26, 2024. Staff and engineer currently in communication with TCEQ regarding design requirements for the pump station upgrades. Construction completion anticipated for 2026.
6	A.C Schreiner House/HHHC	Repurposing of house and grounds located at 529 Water Street on BHML Campus	Complete	Fall 2025	Design complete. Contract amendment for GMP approved by City Council. Construction commenced October, 2024 with Estimated construction completion in October 2025.
7	Granger McDonald Park	Creation of a new city park along Nimitz Lake in the landing subdivision	Early 2025	TBD	Currently in design phase with Hewitt Engineering. The City of Kerrville submitted a grant application with Texas Parks and Wildlife. Construction schedule will follow based on the outcome of the grant application. GRC has contracted with a grant writer to assist in the City's submission.
8	Megacrete	New autoclave aerated concrete plant	TBD	TBD	Megacrete permit application with TCEQ currently under review.
9	Habitat for Humanity	Infrastructure funding for the new Mariposa subdivision	Complete	TBD	Infrastructure construction in progress with completion anticipated in April, 2025.
10	Schreiner University CTWD and Edington Gym Upgrades	New Center for Talent and Workforce Development and renovations to the Edington Gym	Complete	Fall 2025	Schreiner has hired a director for the CTWD and is currently renovating the Edington Gym Space
11	James Avery Traffic signal	TBD	TBD	TBD	TBD



**TO BE CONSIDERED BY THE ECONOMIC IMPROVEMENT
CORPORATION
CITY OF KERRVILLE, TEXAS**

CAPTION: September 2025 Monthly Financial Report. (T Rodriguez, Assistant Director of Finance)

AGENDA DATE: October 20, 2025

DATE SUBMITTED: 09/10/2025

SUBMITTED BY:

EXHIBITS:

1. 20251020_September 2025 financial presentation

Expenditure:
Account Number:
**Payment to/Vendor
name:**

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

September 2025 Monthly Financial Report update.

RECOMMENDED ACTION:

Information only; no action required.

Financial update for the month ended September 30, 2025

**Economic Improvement Corporation Meeting
October 20, 2025**



**Sales Tax Revenue Bond Series 2023
Statement of Activities
Month Ended September 30, 2025**

Cash Analysis as of September 30, 2025					
Type	Purchase	Maturity	Yield	Placement	Amount
Pool			4.36%	EIC TexPool - 2023 Revenue Bonds	\$ 12,418,120
Commercial Paper	9/29/2025	3/25/2026	4.04%	MUFG Bank CP - 62479MCR2	\$ 980,611
				2023 Revenue Bonds and Investments	\$ 13,398,731

	Budget	FY2024 Total	Jul 2025	Aug 2025	Sep 2025	Total thru September 2025
Revenues:						
Bond Proceeds	20,000,000	20,000,000	-	-	-	20,000,000
Pool Interest Income	750,772	870,506	52,400	53,890	48,635	1,630,241
ST Investment Income	-	-	7,129	-	109	64,783
Projects:						
Scott Schreiner Golf Course Improvements	3,650,000	309,195	109,030	462,173	162,588	2,862,417
Olympic Pool Improvements	7,750,000	75,668	2,657	-	121,368	784,183
Cailloux Theater Roof & HVAC	3,250,000	25,407	413,353	413,071	16,970	2,791,769
Existing Parks Improvements	800,000	374,658	-	-	-	749,315
Granger McDonald Park Improvements	2,200,000	-	-	-	-	108,579
Heart of the Hills Heritage Center	2,000,000	-	1,000,000	-	-	1,000,000
Investments:	-	-	(2,000,000)	-	980,530	915,857
Arbitrage Payable:	-	302,084	-	-	-	302,084
Interest Receivable:	-	-	7,129	-	109	64,783
Net Cash Balance		19,783,494	527,361	(821,354)	(1,232,820)	12,116,036

Bond Proceeds less Project Expenses = **11,703,737**

Interest Earnings less Arbitrage = **1,392,939**



Economic Improvement Corporation
Statement of Activities
Month Ended September 30, 2025

	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Revenues					
Sales and Use Tax	\$ 5,104,402	\$ 464,663	\$ 5,110,544	\$ 5,104,251	\$ 6,293
Interest Income	153,247	26,270	319,755	153,247	166,508
Investment Maturity	4,000,000	-	4,000,000	4,000,000	-
Total Revenues	9,257,649	490,933	9,430,299	9,257,498	172,801

	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Expenditures					
Administrative					
Supplies and Miscellaneous	650	-	4,485	4,485	-
Training	10,000	-	-	-	-
Legal Services	10,000	-	-	-	-
Professional Services	213,200	17,767	213,200	213,200	-
Kerr Economic Development Corp.	343,750	-	343,750	343,750	-
Total Administrative	577,600	17,767	561,435	561,435	-
Debt Service					
Debt Service - Series 2015 (KSC)	603,100	50,258	603,100	603,100	-
Debt Service - Series 2019 Ref (River Trail)	257,100	21,425	257,100	257,100	-
Debt Service - Series 2020 Ref (River Trail)	230,500	19,208	230,500	230,500	-
Debt Service - Series 2023 (Quality of Life)	1,468,750	122,396	1,468,750	1,468,750	-
Total Debt Service	2,559,450	213,287	2,559,450	2,559,450	-
Investment Purchase	2,000,000	-	971,816	971,816	-
Projects					
Downtown Utilities/Streetscape	69,937	-	-	-	-
Travis Street Pump Station Upgrades	600,000	32,607	88,716	88,716	-
Schreiner University Talent & Workforce Dvlpmnt	411,214	-	411,214	411,214	-
Schreiner University Athletic Facilities	1,088,786	-	1,360,982	1,088,786	(272,196)
Lennar Windridge Development*	2,000,000	-	-	-	-
Habitat for Humanity Mariposa Infrastructure*	1,130,000	-	1,974,707	1,130,000	(844,707)
Total Projects	5,299,937	32,607	3,835,619	2,718,716	(1,116,903)
Total Expenditures	10,436,987	263,661	7,928,320	6,811,417	(1,116,903)

Change in Net Position \$ (1,179,338) \$ 227,272 \$ 1,501,979



Economic Improvement Corporation

Cash Flow Forecast

As of September 30, 2025

	FY2025 Actual	FY2026 Projections			
	Oct 2024 to Sep 2025	Oct 2025 to Dec 2025	Jan 2026 to Mar 2026	Apr 2026 to Jun 2026	Jul 2026 to Sep 2026
Beginning Cash Balance	\$ 4,120,698	\$ 5,574,920	\$ 5,893,887	\$ 4,167,262	\$ 4,504,976
Revenue					
Sales Tax	5,110,544	1,241,025	1,336,435	1,259,774	1,292,690
Interest Income	319,755	58,600	58,600	58,600	58,600
Investment Maturity	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Revenue	9,430,299	2,299,625	2,395,035	2,318,374	2,351,290
Expenditures					
Administrative					
Supplies and Miscellaneous	4,485	163	1,163	163	3,663
Legal Services	-	2,500	2,500	2,500	2,500
Training	-	2,500	2,500	2,500	2,500
Professional Services	213,200	55,432	55,432	55,432	55,432
Kerr Economic Development Corp.	343,750	93,750	93,750	93,750	93,750
Total Administrative	561,435	154,345	155,345	154,345	157,845
Debt Service	2,559,450	639,994	639,994	639,994	639,994
Investment Purchase	971,816	1,000,000	1,000,000	1,000,000	1,000,000
Projects					
Downtown Utilities/Streetscape	-	-	-	-	-
Travis Street Pump Station Upgrades	88,716	165,321	165,321	165,321	165,321
Schreiner University Talent & Workforce Dvlpmnt	411,214	-	-	-	102,804
Schreiner University Athletic Facilities	1,360,982	-	-	-	272,196
Lennar Windridge Development	-	-	2,000,000	-	-
Habitat for Humanity Mariposa Infrastructure	1,974,707	-	-	-	-
James Avery Traffic Signal	-	-	140,000	-	-
Total Projects	3,835,619	165,321	2,305,321	165,321	540,321
Total Expenditures	7,928,320	1,959,659	4,100,659	1,959,659	2,338,159
Interest Receivable	47,756	21,000	21,000	21,000	21,000
Ending Cash Balance	\$ 5,574,920	\$ 5,893,887	\$ 4,167,262	\$ 4,504,976	\$ 4,497,107



Financial Analysis

Sales Tax Revenue Analysis - FY2025					
Month	Actual FY2024	Actual FY2025	Budget Estimate FY2025	FY2024 vs. FY2025	Budget vs. Actual
October	\$ 465,726	\$ 380,948	\$ 437,120	-18.20%	-12.85%
November	375,745	404,389	\$ 414,771	7.62%	-2.50%
December	389,096	405,904	\$ 377,338	4.32%	7.57%
January	398,538	400,372	\$ 431,653	0.46%	-7.25%
February	485,443	602,302	\$ 498,702	24.07%	20.77%
March	370,297	367,116	\$ 384,830	-0.86%	-4.60%
April	395,960	346,108	\$ 369,058	-12.59%	-6.22%
May	435,436	425,940	\$ 460,039	-2.18%	-7.41%
June	423,216	475,542	\$ 416,099	12.36%	14.29%
July	408,726	418,237	\$ 432,767	2.33%	-3.36%
August	405,647	419,023	\$ 449,505	3.30%	-6.78%
September	454,204	464,663	\$ 432,369	2.30%	7.47%

Project Analysis as of September 30, 2025			
Project Description	EIC Commitment	Disbursed Funding	Remaining Funding
Travis Street Pump Station Upgrades	750,000	88,716	661,284
Schreiner University Talent & Workforce Dvlpmnt	822,430	411,214	411,216
Schreiner University Athletic Facilities	2,177,570	1,360,982	816,588
Habitat for Humanity Mariposa Infrastructure	2,260,000	2,260,000	-
Lennar Windridge Development	5,000,000	-	5,000,000
Operational Project Commitments:	\$ 11,010,000	\$ 4,120,912	\$ 6,889,088

Cash Analysis as of September 30, 2025					
Type	Purchase	Maturity	Yield	Placement	Amount
Pool			4.36%	EIC TexPool - Cash	\$ 5,574,920
Agency/Security	4/18/2024	10/15/2025	5.06%	US Treasury Note - 91282CFP1	\$ 1,000,078
Agency/Security	7/25/2025	3/23/2026	4.34%	Credit Agricole CP - 22533UCP6	\$ 980,753
				Operating Cash and Investments	\$ 7,555,751



Questions?





**TO BE CONSIDERED BY THE ECONOMIC IMPROVEMENT CORPORATION
CITY OF KERRVILLE, TEXAS**

CAPTION: Economic Development Grant Agreement between the City of Kerrville, Texas, Economic Improvement Corporation (EIC) and Kerr Economic Development Corporation (KEDC). (T Rodriguez, Assistant Finance Director)

AGENDA DATE: October 20, 2025

DATE SUBMITTED: 09/08/2025

SUBMITTED BY:

EXHIBITS:

1. 20251020_KerrEDC EIC Executed Contract 2025-2026

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

Payment to/Vendor name:

Kerrville 2050 Item?

Key Priority Area:

SUMMARY:

The purpose of this public hearing is to receive public input on the proposed contract between the Economic Improvement Corporation (EIC) and the Kerrville Economic Development Corporation (KEDC) for Fiscal Year 2026. At its August 17th meeting, the EIC approved KEDC's FY2026 budget, which includes an EIC funding contribution of \$375,000. This contract formalizes that funding amount, with quarterly payments of \$93,750 each, and outlines the key priorities and strategic focus areas that KEDC will pursue in alignment with its economic development mission for the upcoming fiscal year.

RECOMMENDED ACTION:

Approve as presented.

ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN KERR ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

This Agreement entered into by and between **KERR ECONOMIC DEVELOPMENT CORPORATION** ("KEDC"), a Texas nonprofit corporation; and the **CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION** ("EIC"), a Type B Economic Development Corporation established pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code, as amended (*i.e.*, the Development Corporation Act and hereafter referred to as "the Act"); each acting by and through their duly authorized officers. KEDC and EIC are sometimes collectively referred to herein as "Parties" and individually as "Party".

WITNESSETH:

WHEREAS, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects to enhance economic development and/or the quality of life within the Kerrville area; and

WHEREAS, pursuant to the Act, the EIC is authorized to provide funding for promotional expenses, such expenses which are used to advertise or publicize the City for the purpose of developing new and expanded business enterprises; and

WHEREAS, KEDC is a 501(c)6 private non-profit entity whose purpose is to support and promote the retention, expansion, and attraction of business entities in Kerr County in a manner that complements the efforts of its economic development partners and enhances the quality of life for residents of Kerrville and surrounding areas; and

WHEREAS, KEDC has applied for funding from EIC for marketing to expand and increase its efforts toward the promotion of economic development and for programming to facilitate retention and recruitment of businesses, workforce development, entrepreneur development, stakeholder communication, and development of policy and incentives in the Kerrville area; and

WHEREAS, EIC finds that the formation of KEDC was intended to promote and develop new or expanded business enterprises and to foster the creation or retention of "primary jobs," as that term is defined by the Act; and

WHEREAS, Section 505.102 of the Act provides that a Type B corporation may contract with another private corporation to (1) carry out an industrial development program or objective; or (2) assist with the development or operation of an economic development program or objective consistent with the purposes and duties specified by the Act; and

WHEREAS, pursuant to Section 505.103 of the Act, EIC is limited to spending not more than 10 percent of its current annual revenues for promotional expenses in any given year; and

WHEREAS, EIC has determined that funding KEDC pursuant to this Agreement (“Grant”) complies with the Act and is in keeping with the mission of EIC and *City of Kerrville Economic Improvement Corporation 4B Sales Tax Funding Request Guidelines and Procedures* in that it will enhance business development and/or the “quality of life” within the community; and

WHEREAS, EIC finds that it will be in the public interest to enter into an agreement with KEDC to provide sales tax revenues collected pursuant to the Act (“4B Revenues”) to KEDC for costs related to marketing expenses for economic development; and

WHEREAS, on October 25, 2025, in a meeting open to the public in accordance with the Texas Open Meetings Act, EIC deliberated as to the proposed expenditure of 4B revenues for the purposes provided above;

NOW THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, KEDC and EIC agree as follows:

ARTICLE I EIC’S OBLIGATIONS

- A. Subject to terms found elsewhere in this Agreement, shall pay KEDC \$375,000.00 over the term of this Agreement. EIC shall divide this amount into equal quarterly payments (\$93,750.00), each of which it shall pay within ten (10) business days after the beginning of each calendar quarter (October, January, April, July) but with the exception for the 1st quarter under this Agreement, which payment shall occur on or before November 1, 2025.
- B. EIC’s payments to KEDC are solely intended for KEDC’s costs directly related to: i) carrying out an industrial development program or objective as more specifically described in Section II., below; and ii) assisting with the development and operation of an economic development program or objective consistent with the purposes and duties specified by the Act. Such activities are collectively referred to herein as “Economic Development.”
- C. In no event shall the total amount of the Grant from EIC to KEDC exceed \$375,000.00.
- D. KEDC specifically agrees that EIC shall only be liable to KEDC for the actual amount of the Grant to be conveyed to KEDC and shall not be liable to KEDC for any other actual or consequential damages, direct or indirect; interest; attorney fees; or costs of court for any act of default by EIC under the terms of this Agreement.

**ARTICLE II.
KEDC'S OBLIGATIONS**

- A. Pursuant to the purposes for which the Grant was awarded and in strict accordance with Section 505.102 of the Texas Local Government Code, KEDC shall use the Grant for only those costs directly resulting from its Economic Development. Toward this end, KEDC will conduct Economic Development pursuant to its adopted "mission", "objectives", and "target markets" as specified in its *Draft Strategic Plan Summary Outline and Findings* (the "Business Plan") dated July 15, 2022 and attached as **Exhibit A**. KEDC may not change the Business Plan without providing prior written notice to EIC.
- B. KEDC shall hire and/or maintain the employment of sufficient professional personnel to perform its Economic Development obligations, including an Executive Director.
- C. KEDC shall maintain complete and accurate records relating to its costs and expenditures made for Economic Development as specified in KEDC's 2025-2026 budget as approved by its Board of Directors and attached as **Exhibit B**. KEDC shall maintain such records separate and identifiable from its other records and for three (3) years following the termination of this Agreement. EIC and its representatives shall be entitled to inspect the records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice.
- D. KEDC, either through its Executive Director or another KEDC representative (collectively referred to herein as "Executive Director"), shall appear at each regular meeting of the EIC and make a presentation regarding its Economic Development pursuant to a regularly posted agenda item. Additionally, the Executive Director shall attend the "GO TEAM" meetings as scheduled by the City of Kerrville for the vetting of projects and applications for 4B Revenues.
- E. KEDC shall only be liable to EIC for the actual amount of the Grant to be conveyed to KEDC and shall not be liable to EIC for any other actual or consequential damages, direct or indirect, interest, attorney fees, or cost of court for any act of default by KEDC under the terms of this Agreement.

**ARTICLE III.
KEDC'S REPRESENTATIONS AND WARRANTIES**

- A. KEDC represents and warrants as of the date hereof:
 - (1) KEDC is a Texas 501(c)6 private non-profit corporation existing in good standing and authorized to do business in the State of Texas;

- (2) Execution of this Agreement has been duly authorized by KEDC and this Agreement is not in contravention of KEDC's corporate charter, or any agreement or instrument to which KEDC is a party or by which it may be bound as of the date hereof;
 - (3) No litigation or governmental proceeding is pending, or, to the knowledge of the Executive Director, threatened against or affecting KEDC, which may result in a material adverse change in KEDC's business, properties or operations sufficient to jeopardize KEDC's legal existence; and
 - (4) No written application, written statement or correspondence delivered by KEDC to EIC in connection with this Agreement, or in connection with any transaction contemplated hereby, to the knowledge of the Executive Director, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.
- B. Except as expressly set forth in this Article III, KEDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

**ARTICLE IV.
EIC'S REPRESENTATIONS AND WARRANTIES**

- A. EIC represents and warrants as of the date hereof:
- (1) EIC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;
 - (2) Execution of this Agreement has been duly authorized by EIC;
 - (3) No litigation or governmental proceeding is pending, or, to the knowledge of any of EIC's officers, threatened against or affecting EIC, which may result in EIC's inability to meet its obligations under this Agreement; and
 - (4) EIC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including but not limited to the obligations set forth in this Agreement.
- B. Except as expressly set forth in this Article IV, EIC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

**ARTICLE V.
MAJOR FORCES PREVENTING KEDC FROM CARRYING
OUT ITS OBLIGATIONS UNDER THIS AGREEMENT**

If, by reason of force majeure, such as fire, flood, windstorm, drought, or other act of God, act of war, act of terrorism, labor strike, or economic downturn affecting KEDC, KEDC is reasonably unable to fulfill its obligations under this Agreement, KEDC shall use reasonable and diligent efforts to rectify the situation to allow it to perform its obligations specified herein with all due haste. In the event that the situation cannot be rectified within three (3) months after the occurrence of the force majeure, either party may terminate this Agreement by providing thirty (30) days advance written notice to the other without further liability hereunder. To the extent that KEDC has not expended funds from the Grant, KEDC shall immediately, but in any event within ten (10) days, return such funding to the EIC on a pro-rata basis.

**ARTICLE VI.
CONDITIONS UNDER WHICH EIC MAY SUSPEND PERFORMANCE
OF ITS OBLIGATIONS UNDER THIS AGREEMENT**

Under any of the following conditions EIC may, at its option, after fifteen (15) days written notice to KEDC, suspend its further performance under this Agreement until such time as KEDC shall have cured the condition(s) and so notified EIC, in writing, that the condition(s) have been cured:

- A. The KEDC becomes insolvent. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- B. The appointment of a receiver of KEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- C. The adjudication of KEDC as bankrupt.
- D. The filing by KEDC of a petition to be adjudged as bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- E. KEDC ceases to exist as a legal organization under state law.

Should any of these conditions not be cured by KEDC within a period of three (3) months EIC may, at its option, with written notice to KEDC, terminate this Agreement and KEDC shall have no further obligations hereunder.

**ARTICLE VII.
REMEDIES**

- A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, by any party, or any successor to such party, such defaulting or breaching party (or successor) shall upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time, but in no event later than sixty (60) days from the date of notification of such breach, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, seeking specific performance and/or injunctive relief, enforcement by mandamus or by the appointment of a receiver in equity with power to charge and collect rents, purchase price payments, and loan payments and to apply the revenues from the project in accordance with this Agreement, as required by the Act.
- B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article VII, the non-breaching party shall have the sole right and discretion to either terminate this Agreement or pursue any and all remedies which may be provided by law and this Agreement. Each party acknowledges and agrees that no party hereunder shall be entitled to recover any amounts in excess of the Grant contracted for under this Agreement and that no party hereunder shall be liable to the other party for any other actual or consequential damages for any act of default by such party under the terms of this Agreement.
- C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not, so long as the breach or default by another party shall be continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor shall any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

**ARTICLE VIII.
GENERAL PROVISIONS**

- A. Severability. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a

provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Kerrville, Kerr County, Texas. Venue shall lie in Kerr County, Texas; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

D. Notices. All notices given with respect to this Agreement shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the fifth business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

1. EIC
President
City of Kerrville, Texas, Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

With a copy to:
City Manager
City of Kerrville
701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850
Email: dalton.rice@kerrvilletx.gov

2. KEDC Executive Director
1700 Sidney Baker Suite 100
Kerrville, Texas 78028
Phone: (830) 896-1175
Email: kerredc@kerredc.com

- E. Assignment. This Agreement shall be binding upon the parties and their successors and assigns. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party, the assigning party shall be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement. KEDC may, without written consent of EIC, assign this Agreement to any entity controlled and 100 percent owned by KEDC or by the parent, subsidiary or affiliate of KEDC provided the entity assumes all of KEDC's obligations and liabilities under this Agreement; agrees to comply with all provisions of this Agreement; has the legal, managerial, technical, and financial ability to properly perform and discharge such obligations and liabilities; and such abilities are each at least as great as those of KEDC and KEDC provides a written guarantee of such assignee's performance in a form reasonably acceptable to EIC. EIC shall be advised in writing of such assignment and of the entity's qualifications at least sixty (60) days before such assignment occurs.
- F. Parties In Interest. Nothing in this Agreement shall entitle any party other than KEDC or EIC to any claim, cause of action, remedy or right of any kind except as expressly provided in Article VII.
- G. Term. The term of this Agreement (the "Term") shall commence on October 1, 2025 (the "Effective Date"), and shall terminate on the earlier of: (i) October 1, 2026; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article VII; (iv) at KEDC's sole and absolute discretion but only upon and subject to KEDC's return of all Grant funding to EIC that it has received under this Agreement; or, (v) upon KEDC's repayment of all monies that are demanded by EIC. Upon termination of this Agreement as specified herein, all rights, duties, and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.
- H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- I. Indemnity. **IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT KEDC, IN PERFORMING ITS OBLIGATIONS HEREUNDER, IS ACTING INDEPENDENTLY, AND EIC ASSUMES NO RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH TO KEDC. KEDC AGREES TO INDEMNIFY AND HOLD HARMLESS EIC, ITS OFFICERS AND AGENTS, AGAINST ANY AND ALL CLAIMS,**

LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY KEDC'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR BY ANY NEGLIGENT ACT OR OMISSION OF KEDC, ITS OFFICER, AGENTS, ASSOCIATES OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; AND NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EIC UNDER TEXAS LAW.

- J. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.
- K. Prohibition on Contracts with Companies Boycotting Israel. KEDC hereby verifies the following per Section 2271.002, Texas Government Code:
1. KEDC does not boycott Israel; and
 2. KEDC will not boycott Israel during the term of the Agreement.
- L. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. KEDC warrants, covenants, and represents that KEDC is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
- M. Prohibition on Contracts with Companies Boycotting Energy Companies. KEDC hereby verifies the following per Section 2274.002, Texas Government Code:
1. KEDC does not boycott energy companies; and
 2. KEDC will not boycott energy companies during the term of the Agreement.
- N. Written Verification as to Firearm Entities. KEDC hereby verifies the following per Section 2274.002, Texas Government Code:
1. KEDC does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 2. KEDC will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
- O. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to "critical infrastructure", as defined by Section 2274.0101, Texas Government Code, KEDC verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held

or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.


- P.** Survival of Terms. All rights, duties, liabilities and obligations accrued prior to termination shall survive termination.
- Q.** Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date indicated above, by the City of Kerrville, Texas, Economic Improvement Corporation, by and through its Board President, duly authorized to execute same by action of the Board, and by Kerrville Economic Development Corporation, acting through its Executive Director.

**CITY OF KERRVILLE, TEXAS
ECONOMIC IMPROVEMENT
CORPORATION**

**KERRVILLE ECONOMIC
DEVELOPMENT CORPORATION**

Celeste Hamman, President




Todd Bock, Executive Director

ATTEST:

Kesha Franchina, Secretary to the Corporation

APPROVED AS TO FORM:



Michael C. Hayes, Attorney for the EIC