

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, APRIL 23, 2024, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



CITY COUNCIL MEETING AGENDA
APRIL 23, 2024 6:00 PM
CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



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

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

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

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

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

Thank you for your participation!

CALL TO ORDER: By Mayor Judy Eychner

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Councilmember Brenda Hughes

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** Announcement of items of community interest, including expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognitions of city officials, employees, or other citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city officials or employees; and announcements involving imminent threats to the public health and safety of the city. No action will be taken.
2. **PRESENTATIONS:**
 - 2.A Commendation of Recognition for Lt. Mitchell Ray, employee of the Kerrville Fire Department.
 - 2.B Kerrville Kindness Award: Light on the Hill Methodist Church.
 - 2.C Kerrville Kindness Award: Texas Department of Transportation partnering with the City of Kerrville during the Eclipse Event April 8, 2024.
 - 2.D Proclamation recognizing April as Fair Housing month in Kerrville, Texas.
 - 2.E Proclamation recognizing the 100 year Anniversary of Mt. Wesley.
 - 2.F Recognition of the Animal Regulations Review Committee members.
 - 2.G Commendations for Kerrville Area Youth Leadership Academy (KAYLA) members.
3. **VISITORS/CITIZENS FORUM:** Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.
4. **CONSENT AGENDA:** These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:

- 4.A Resolution No. 13-2024. A Resolution recognizing Saturday, May 11, 2024, as World Migratory Bird Day and authorizing local efforts and the City Manager to pursue the Bird City Texas Certification for the City from the Texas Parks and Wildlife Department.

Attachments: [20240423_Reso 13-2024 World Migratory Bird.pdf](#)
[20240423_Bird City Kerrville Proposal.pdf](#)
[20240423_Bird City Full Application with Criteria.pdf](#)

- 4.B Professional Services Agreement with 6S Engineering, Inc. for the 2024 Street Maintenance projects in the amount of \$98,750.00.

Attachment: [20240423_PSA 6S Eng - 2024 Street Maintenance.pdf](#)

- 4.C Interlocal Agreement between the City of Kerrville and Kerr County for participation in the Local Hazard Mitigation Plan for Kerr County.

Attachment: [20240423_ILA Hazard_Mitigation_Plan_041624.pdf](#)

- 4.D Professional Services Agreement with 6S Engineering, Inc. for services regarding the improvements to Al Mooney Road and a portion of Peterson Farm Road in the amount of \$216,462.

Attachments: [20240423_PSA 6S Eng - Al Mooney Reconstruction.pdf](#)
[20240423_ILA Kerr County - Al Mooney Rd improvement.pdf](#)

- 4.E City Council workshop minutes April 09, 2024.

Attachment: [20240423_Minutes CC workshop 4-09-24.pdf](#)

- 4.F City Council meeting minutes April 09, 2024.

Attachment: [20240423_Minutes CC meeting 4-09-24 6pm.pdf](#)

END OF CONSENT AGENDA.

5. ORDINANCES, SECOND READING:

- 5.A Ordinance No. 2024-08, second reading. An Ordinance amending Chapter 18 "Animals" of the Code of Ordinances, City of Kerrville, Texas, by revising and replacing said Chapter in its entirety; the new Chapter includes regulations pertaining to the care, custody, and control of domesticated animals, seizure and impoundment under specific situations, required rabies vaccinations, and enforcement and penalties; repealing all Ordinances or parts of Ordinances in conflict herewith; ordering publication; providing an effective date; and providing other matters related to the subject.

Attachment: [20240423_Ord 2024-08 Animals Ordinance 2reading.pdf](#)

- 5.B Ordinance No. 2024-09, second reading. An Ordinance Amending the City's Fiscal Year 2024 Budget to account for increased revenues, a merger of City funds, a multiyear Public Works project, and a mid-year cost of living and adjustment for all City employees.

Attachment: [20240423_Ord 2024-09 FY24 Budget amend 2reading.pdf](#)

- 5.C Ordinance No. 2024-10, second reading. An Ordinance vacating abandoning, and closing all right, title, and interest in a segment of a public right-of-way known as Knapp Rd; this segment of Knapp Rd is located south of the Guadalupe river, consists of an approximate .744 acres, and extends across Lots 13, 902, and 903 of The Landing Subdivision, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the Plat in File No. 19-05337, Plat records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

Attachment: [20240423_Ord 2024-10 Knapp Rd ROW closure 2reading.pdf](#)

6. CONSIDERATION AND POSSIBLE ACTION:

- 6.A Third Amendment to the Design-Build Agreement with Thos. S. Byrne, Inc. dba Byrne Construction Services Corporation in the amount of \$39,565,559.00 for the Public Safety Facility Project.

Attachment: [20240423_Amendment Byrne for PSF 3.pdf](#)

- 6.B Resolution No. 12-2024: A Resolution in support of the submission of an application to the Federal Home Loan Bank of Dallas and its Affordable Housing Program by Riverview Manor, L.P., for the new construction of affordable senior housing.

Attachment: [20240423_Reso 12-2024 JES -Support Housing Program.pdf](#)

- 6.C Professional Services Agreement with Marmon Mok, LP, for project services relating to the Olympic Pool in the amount of \$683,036.
Attachment: [20240423_Contract MarmonMok - Olympic Pool.pdf](#)
- 6.D Authorize request to the Tax Increment Reinvestment Zone No. 1 (TIRZ) for funding in an amount not to exceed \$50,000 for the City to contract for professional services to update its Kerrville 2050 Comprehensive Plan, focused on the area within this TIRZ.
Attachment: [20240423_PSA Downtown Plan scope.pdf](#)
- 6.E Authorization to submit a funding application to the City of Kerrville, Texas, Economic Improvement Corporation for park improvements in an amount not to exceed \$800,000.
- 6.F Authorization to submit a funding application to the City of Kerrville, Texas, Economic Improvement Corporation for Heart of the Hills Heritage Center in an amount not to exceed \$2,000,000.
Attachment: [20240423_Proposal Marksman HHHC.pdf](#)
- 6.G Authorize utility (water and wastewater) connections to a property outside the City limits, such property located at 921 Harper Rd (State Highway FM 783).
Attachments: [20240423_Reso 91-144 Water-Sewer outside City Limits.pdf](#)
[20240423_Map W-WW 909 921_Harper_Road.pdf](#)
7. **INFORMATION & DISCUSSION:**
- 7.A Monthly Financial Report for month-ended March 31, 2024.
Attachment: [20240423_Financial Report.pdf](#)
- 7.B City's response to the Hill Country Eclipse Event on April 8, 2024.
8. **BOARD APPOINTMENTS:**
- 8.A Appointment to the Kerrville-Kerr County Joint Airport Board position #2.
9. **EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if they meet the qualifications 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.*
10. **ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.**
11. **ITEMS FOR FUTURE AGENDAS:** *City Council may suggest items or topics for future agendas.*

ADJOURN.



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

SUBJECT: Commendation of Recognition for Lt. Mitchell Ray, employee of the Kerrville Fire Department.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 18, 2024

SUBMITTED BY: Eric Maloney, Fire Chief

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Present recognition.



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

SUBJECT: Kerrville Kindness Award: Light on the Hill Methodist Church.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

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

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Kerrville Kindness Award: Texas Department of Transportation partnering with the City of Kerrville during the Eclipse Event April 8, 2024.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Stuart Barron, Director of Public Works

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

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

RECOMMENDED ACTION:

Present award.



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

SUBJECT: Proclamation recognizing April as Fair Housing month in Kerrville, Texas.

AGENDA DATE OF: April 23, 2024 **DATE SUBMITTED:** April 2, 2024

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Proclamation recognizing the 100 year Anniversary of Mt. Wesley.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 2, 2024

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Present proclamation.



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

SUBJECT: Recognition of the Animal Regulations Review Committee members.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	F - Public Facilities and Services
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Committee Members: Regan Givens, Karen Guerrero, Jennifer Houghton, Councilmember Brenda Hughes, Chair Leslie Jones, and Amy Underwood.
Participating Staff members: Executive Director Guillermo Garcia, City Attorney Mike Hayes, Municipal Court Coordinator Yesenia Luna, Police Chief Chris McCall, and Assistant City Manager Kim Meisner.

RECOMMENDED ACTION:

Present commendations of recognition.



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

SUBJECT: Commendations for Kerrville Area Youth Leadership Academy (KAYLA) members.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Mayor Judy Eychner

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Commendations for Kerrville Area Youth Leadership Academy (KAYLA) members: Autumn Atkinson, Elyse Houdeshell, Payton Montgomery, Jonah Moreno, Una Peterson, Will Sumner, Callie Waiser.

RECOMMENDED ACTION:

Present Commendations.



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

SUBJECT: Resolution No. 13-2024. A Resolution recognizing Saturday, May 11, 2024, as World Migratory Bird Day and authorizing local efforts and the City Manager to pursue the Bird City Texas Certification for the City from the Texas Parks and Wildlife Department.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area P - Parks / Open Space / River Corridor

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The Texas Parks and Wildlife Department (TPWD) established a birding program for communities called Bird City in 2018. This community-focused certification program was created to help people protect birds and their habitats where we live, work, and recreate. The criteria required to attain certification are designed to be impactful and efficient against habitat loss and other harmful factors impacting birds.

Research shows that bird-friendly habitat increases property values, helps control insects, and generates tourism dollars. Where birds thrive, people prosper. From urban centers to rural towns, each community can provide important habitat for birds, and certified communities will receive recognition and community benefits as a result of these efforts.

According to TPWD, science-based bird conservation initiatives and community-centric action will:

- Enhance and restore habitats
- Increase native plant coverage in Texas for the benefit of birds and people
- Reduce population threats
- Increase public awareness of the benefits and challenges of bird conservation
- Promote environmental stewardship in Texas cities

Bird City Kerrville is comprised of several community organizations such as the Riverside

Nature Center, UGRA, Native Plant Society of Texas, Kerr County Friends of the Night Sky, Wild Birds Unlimited, Texas Master Naturalist, and others.

This program is consistent with the educational, conservation, and preservation components of Kerrville 2050. The application requires certain criteria which will be accomplished through joint efforts of the committee and stakeholders such as the City. Many of the criteria items are already established programs or low-impact initiatives, thus the impact on the City is expected to be minimal.

The application requires a resolution of support for the community's designation. The proposal from the committee and the resolution are attached. The resolution must be passed every three years or a letter of support recognizing the past resolution must be submitted. City staff supports this initiative and recommends approval of the resolution as presented. The resolution also includes recognizing May 11th as World Migratory Day.

RECOMMENDED ACTION:

Approval Resolution No. 13-2024.

ATTACHMENTS:

[*20240423_Reso 13-2024 World Migratory Bird.pdf*](#)

[*20240423_Bird City Kerrville Proposal.pdf*](#)

[*20240423_Bird City Full Application with Criteria.pdf*](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 13-2024**

**A RESOLUTION RECOGNIZING SATURDAY, MAY 11,
2024 AS WORLD MIGRATORY BIRD DAY AND
AUTHORIZING LOCAL EFFORTS AND THE CITY
MANAGER TO PURSUE THE BIRD CITY TEXAS
CERTIFICATION FOR THE CITY FROM THE TEXAS
PARKS AND WILDLIFE DEPARTMENT**

WHEREAS, established in 2018, World Migratory Bird Day (WMBD) is a global conservation, education campaign that both celebrates and brings attention to one of the most important and spectacular events that occurs in the spring and the fall of every year in the Americas – bird migration; and

WHEREAS, the intention of this global alliance is to bring attention to the importance of bird conservation around the globe, by creating a worldwide campaign organized around earth's major migratory bird corridors: the Americas flyway, the East Asian-Australasian flyway, and the African-Eurasian flyway; and

WHEREAS, by promoting the same event name, annual conservation theme, and messaging, supporters combine their voices into a global chorus to boost the urgent need for migratory bird conservation; and

WHEREAS, the Riverside Nature Center is committed to continuing to focus its efforts in the Central Flyway zone, one of the Americas' four avian superhighways, and where the Texas hill country represents a large portion of this migratory alignment; and

WHEREAS, Audubon Texas and the Texas Parks and Wildlife Department ("TPWD") established a birding program for communities called Bird City in 2018, which is a community-focused certification program created to help people protect birds and their habitats where we live, work, and recreate; and

WHEREAS, according to TPWD, science-based bird conservation initiatives and community-centric action will enhance and restore habitats, increase native plant coverage for the benefit of birds and people, reduce population threats, increase public awareness of the benefits and challenges of bird conservation, and promote environmental stewardship in Texas cities; and

WHEREAS, the Bird City Kerrville Committee (the "Committee") is comprised of several local organizations such as the Riverside Nature Center, the Upper Guadalupe River Association (UGRA), Native Plant Society of

Texas, Kerr County Friends of the Night Sky, Wild Birds Unlimited, Texas Master Naturalist, and others; and

WHEREAS, the Committee has asked City Council to authorize it and the City Manager to seek certification from the TPWD as to the TPWD's Bird City Texas program;

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

SECTION ONE. The City recognizes Saturday, May 11, 2024, as World Migratory Bird Day.

SECTION TWO. The City authorizes the Bird City Kerrville Committee and the City Manager to pursue the City's certification as a Bird City in Texas under the Bird City Texas program from the Texas Parks and Wildlife Department.

PASSED AND APPROVED on this ____ day of _____, 2024.

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary



Resolution Proposal Kerrville Bird City

Request

The Bird City Kerrville Committee asks the Kerrville City Council to adopt a resolution to recognize and support the Committee's application for certification as a Bird City in Texas under the Bird City Texas program.

Background

In 2018 Texas Parks & Wildlife and Audubon Texas launched Bird City Texas, a community-focused certification program to help protect birds and their habitats where Texans live, work, and play. See Texas Parks & Wildlife and Texas Audubon websites at:

<https://tpwd.texas.gov/wildlife/birding/bird-city-texas>
and <https://tx.audubon.org/urbanconservation/bird-city-texas>

To date, ten cities in Texas have been certified as a Bird City (Austin, Bastrop, Cedar Hill, Dallas, Dripping Springs, Galveston, Houston, Port Aransas, San Antonio, and Surfside Beach).

A Committee comprised of individuals from across the Kerrville community has formed to pursue certification. See <https://kerrbirdcity.org/>. The criteria for certification as a Bird City are rigorous and are designed to be impactful and efficient against habitat loss and other harmful factors impacting birds in certified communities. Certification requires achievement of ten "mandatory actions" plus nine or more additional "custom actions" selected from a menu of over sixty-four possible actions. These actions require activities designed to protect bird habitat and reduce threats to birds, as well as provide education and outreach within the Kerrville community. The Committee is working with multiple Community Partners to achieve these actions.

Certification requires that an appropriate municipal authority recognize and support the certification effort by means of an officially enacted resolution.

Kerrville's Unique Position

North American birds are in crisis. Almost 3 billion breeding adult birds (approximately ¼ of birdlife) have been lost from the United States and Canada since 1970.

The Texas hill country represents a large portion of the Central Flyway zone, one of the Americas four avian migration superhighways. More than 50% of North America's migratory waterfowl, as well as shorebirds, use this flyway.. The City has previously recognized the significance of the Kerrville area to migratory birds in its Resolution 14-2023 recognizing World Migratory Bird Day.

Kerrville is already a destination for birding enthusiasts. See

<https://kerrvillevacationrentals.com/hill-country-birdwatching-hotspots>
<https://www.innofthehills.com/blog>
<https://www.kerrvilletexascvb.com/p/things-to-do/blog-articles/4-birding-hot-spots-in-kerrville>

A Bird City certification will build on this reputation while helping to preserve natural habitats for birds and people as we face unprecedented challenges from growth in our community.

Ecological & Economic Benefits

Science-based bird conservation initiatives and community-centric action around birds will:

- Enhance and restore habitats
- Increase native plant coverage in Texas for the benefit of birds and people
- Reduce population-level threats
- Increase public awareness of the benefits and challenges of bird conservation
- Promote environmental stewardship in Texas cities

As a uniquely-positioned bird community, Kerrville can make an outsized contribution to these conservation efforts.

In addition to protecting birds, certification is designed to provide direct and indirect economic benefits. Research shows that bird-friendly habitat increases property values, helps control insects, and generates tourism dollars.

For example, Bird City Texas communities are able to leverage the Bird City designation to attract 2.2 million bird watchers in Texas, a major component of the \$1.8 billion economic impact from Texas wildlife viewing across the state.

If certified, Kerrville will receive:

- "Certified Bird City" designation: For community use in promotion, application for grants, etc.
- Promotion and recognition: On Texas Parks and Wildlife and Audubon Texas websites, social media, email communication, e-newsletters, and press releases.
- Bird City Texas Community Event: A representative from Texas Parks and Wildlife Department or Audubon Texas will attend your community's Bird City Texas recognition event and will promote event through press releases and social media.
- Inclusion in State-wide Bird City Texas Workshop: To be held at least once every three years; workshops will feature panel discussions with certified communities and expert speakers highlighting urban bird conservation.
- Use of Program Logos: A digital copy of the Bird City Texas logo will be provided to all certified communities for use on their websites, publications, social media, etc.
- Bird City Texas certification materials: For display in the community.

Conclusion

We ask the City to adopt a resolution supporting the Committee's pursuit of certification of Kerrville as a Bird City in Texas. We welcome questions and further discussion.

"Bird City Texas is an opportunity for communities to commit to standards that elevate urban areas to be ecologically richer and in turn offer us more beautiful, resilient, and healthful places to live."

Audubon Texas Engagement Manager, Chloe Crumley

"We all have the ability to make a difference in our homes, schools, businesses, and public city spaces by adding native plants and following environmentally friendly practices that support safe, healthy areas for birds and us."

Judit Green, Urban Wildlife Biologist with Texas parks and Wildlife.

NOTE:

Criteria initiatives identified by the Bird City Kerrville Committee to accomplish are highlighted.

Bird City Texas

Part of the Bird City Network

How to apply for designation

All applications and renewals must be submitted ONLINE.

Contact us to set up an account.

WE ARE ACCEPTING 2024 APPLICATIONS.

Read below to learn more about the requirements to become a Bird City in Texas.

APPLICATION STEPS:

1. Review requirements below and the full list of actions (scroll down and click "View Action List").
2. Assemble your Bird City Team – this is the collaborative group that works together to coordinate actions and complete your application. Use this [Dream Team Worksheet](#) as a guide.
3. Complete the "[Intent to Apply](#)" form and submit to birdcitytexas@audubon.org
4. Login to the website and fill out your application!
5. All applications are due by June 1

REQUIREMENTS

OVERVIEW:

- **Bird City TEXAS** designation requires **total of 19 actions** (10 required + 9 additional)
- In the 9 additional actions, (3) must come from Habitat, (3) must come from Threats, and (3) must come from Education & Engagement
- However, you can replace any 1 action with an action in the Sustainability Category
- Any community is welcome to complete actions marked HF (High Flyer)

- **High Flyer** requires a **total of 27 actions** (10 required + 13 additional in BCT + 4 marked HF)
- In the 13 additional actions, (5) must come from Habitat, (5) must come from Threats, and (3) must come from Education & Engagement
- However, you can replace any 1 action with an action in the Sustainability Category
- Action 2.1.2 (no TNR) is **REQUIRED** for HF and counts towards the 4 HF actions. The other 3 actions marked HF can come from any category.

TIMELINE FOR ACTIONS

All actions must be completed between January 2023 – June 2024 unless otherwise stated in the individual criteria. However, due to our hiatus, any actions accomplished in 2022 will be considered.

REQUIRED ACTIONS for all communities at either level:

Category 1 (Habitat)

- (1) Action 1.1.7 (Bird City team)
- (1) Action 1.3.1 (Promote native plants)
- (1) Action 1.4.1 (Control invasive plants)

Category 2 (Threats)

- (1) Action 2.1.1 (Promote Cat's Indoors)
- (1) Action 2.2.1 (Education about glass collisions)
- (1) Action 2.3.2 (Education around light pollution)

Category 3 (Education & Engagement)

- (1) Action 3.1.1 (Celebrate World Migratory Bird Day)
- (1) Action 3.2.9 (Create demonstration garden)
- (1) Action 3.2.4 (Establish Online Resources)
- (1) Action 3.7.1 (Bird City Resolution with initial application then letter of support following recertification)

RECERTIFICATION PROCESS

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Annually, each October certified communities will be asked to update their Bird City (collaborative body) team information and share milestones from the year with a Year in Review tile.

- Every 3 years, recertifying communities will be asked to edit their full applications online by June 1 including updating:
 - All narrative descriptions
 - Supporting images and documents
 - Provide a letter of support from your community’s governing body
 - Recertified cities will be asked to provide highlights at the November Round Up following recertification

KEY FOR ACTION LIST

† = Credit will be given even if accomplished, or first implemented anytime before the application or renewal years. Credit will be given during the whole certification timeframe. Upon renewal credit is only given if action is done again in its entirety.

** = Evaluative metrics are suggested. Communities should ID their own metrics that can help evaluate the success of each activity (i.e., # acres, # people engaged, # native plants installed, etc.)

Example of Passing and Non Passing Narrative

New Applicants	Renewals
Submission: June 1, 2024	Submission: June 1, 2024
Review: July - October	Review: July - October
Fee: Free Thanks to the support of Audubon Texas and TPWD.	Fee: Free Thanks to the support of Audubon Texas and TPWD.

1 . Habitat

1 . 1 . Promote best management of community habitat

1.1.1 - Community has conducted overview of all community parks and natural areas within the community, owned by all entities, to develop a greenbelt/corridor master plan using creation of more natural areas and trails to connect all green space throughout the community. Include land

acquisition plans and detailed timeline for implementation. (HIGH FLYER)

1.1.2 - Manage all recreational areas (including sports areas) in public park system to include at least 5% contiguous area designated as natural habitat. (HIGH FLYER)

1.1.3 - Develop a bird-centric wildlife or habitat management plan for all lands owned or managed by the community and/or implement it on at least 25% of these properties, starting with designated natural areas/trail systems.**

1.1.4 - Create overlays and other zoning and land use restrictions so that nature preserves are buffered against negative impacts of development.†

1.1.5 - Community designates, manages, and maintains at minimum 2% of parks as preserves where resource protection is prioritized over human use and enforce policies such as: no pets allowed, noise management, limited number of visitors, pedestrian use only, and closing to allow for land management practices. (HIGH FLYER)

1.1.6 - Community has created and implements a Smart Growth development plan to protect and manage watersheds, open space, and habitat areas. (HIGH FLYER)

1.1.7 - Community forms/maintains a collaborative body that supports the application development and management of their Bird City enrollment. Attach a contact list of your collaborative body with affiliations. (MANDATORY)

REQUIRED

1.1.8 - Sponsor a community planning charrette that brings in major municipal, industry, and community partners to improve bird conservation within the community that results in a draft/preliminary community conservation plan. (HIGH FLYER)

1.1.9 - Community has enacted a \$2 per capita dedicated fund for habitat conservation, enhancement, or restoration** (HIGH FLYER)

1.1.10 - Under the guidance of a Wildlife Management Plan, community actively uses prescribed fire that benefits birds and native ecosystems.

1.2. Create and protect habitat

1.2.1 - Review properties slated for municipal development to avoid impacting quality bird habitat where possible and recommend adjusting siting of buildings to avoid existing habitat.

1.2.2 - Manage natural areas in public parks to encourage the growth of native plants that provide important wildlife habitat including managed "No Mow" areas for native grasses and plants.

1.2.3 - Create and/or conserve corridors and connectivity between habitat areas to promote movement and migration of birds, wildlife, and native plant communities.†

1.2.4 - Designate a new nature park primarily managed for the benefit of native plants, wildlife, and ecosystems.† (HIGH FLYER)

1.2.5 - Manage a municipal or public golf course for the benefit of native birds.

1.2.6 - Community has at least 1 golf course within its extraterritorial jurisdiction (ETJ) certified as an Audubon Certified Cooperative Sanctuary. (HIGH FLYER)

1.2.7 - Acquire long-term habitat (through purchase or easement) for birds, wildlife, and native plant communities representative of the local ecosystem (wildscapes and demonstration gardens will not count).**†

1.2.8 – Enact and enforce city ordinances protecting existing bird habitat.

1.3. Promote native plants

1.3.1 – Promote the use of native plants in landscaping through community websites, social media, public events and refer the public to the National Audubon Society's PLANTS FOR BIRDS program and Lady Bird Johnson Wildflower Center's native plant database.** (MANDATORY)

REQUIRED

1.3.2 – Develop and adopt a community approved list of only native tree and shrub species recommended for use by all new developments (business and sub-division developers).†

1.3.3 – Community requires the use of native plants for landscaping in all new landscapes in publicly owned or managed spaces, buildings, and properties.** (HIGH FLYER)

1.3.4 – On existing protected properties, actively manage or improve existing habitat for birds, wildlife, and native plant communities representative of the local ecosystem.**

1.3.5 – Incentivize residents, businesses, and community group participation in local habitat enhancement / restoration programs.**

1.3.6 – Sponsor at least one habitat restoration project of at least 1 acre in size in the community to improve bird habitat over the 3 year period.**

1.3.7 – Host at least one community-wide native plant sale with high emphasis on native plants (at least 75% native plants available).**

1.4. Control invasive plants

1.4.1 – Provide and promote information on the importance of controlling invasive species (both plant and animal). (MANDATORY)

REQUIRED

1.4.2 – Implement an active invasive plant species removal program on public lands.

1.5. Provide nesting habitat

1.5.1 – Implement seasonal management practices (such as mowing, pruning) that protect nesting birds.

1.5.2 – Where public safety allows, implement a policy and training to park staff that ensures dead trees are left standing in parks/natural areas to provide foraging and nesting habitat.

1.7. Ensure clean water in natural waterways

1.7.1 – Community stormwater management plan implements actions from the U.S. Environmental Protection Agency's NATIONAL MENU OF BEST MANAGEMENT PRACTICES FOR STORMWATER.

1.7.2 – Reduce municipal water use for landscaping by implementing permanent once/week (or less) landscape watering schedule citywide

1.7.3 – Implement wetland habitat restorations or installations to mitigate flooding rather than stream channelization.**†

2. Threats to Birds

2.1. Address disturbance by harmful species

2.1.1 – Promote the American Bird Conservancy’s CATS INDOORS program through education/ outreach to residents. (MANDATORY)

REQUIRED

2.1.2 – Actively prohibits the formation, maintenance, or support of outdoor cat colonies inside or adjacent to parks/natural areas. Removal of cat colonies within or adjacent to parks/natural areas will also suffice. (HIGH FLYER REQUIRED) (MANDATORY)

Only additional REQUIRED action for High Flyer status.

2.1.3 – Active program to remove invasive or harmful animal species, including harmful or invasive bird species, deer, and/or wild pigs.

2.1.4 – Monitor and limit the release of native wildlife and prohibit the release of domestic and non-native animals within parks/natural areas to prevent unhealthy over-concentration of native species or introduction of non-native species that would be destructive to birds.

2.1.5 – Community actively and intensively traps brown-headed cowbirds on several community owned lands. (HIGH FLYER)

2.1.6 – Implement adaptive feral hog population control plan that encompasses several community owned lands. (HIGH FLYER)

2.1.7 – Prohibit feeding of ducks on community-managed properties to decrease domestic disease transfer to migrating waterfowl.

2.1.8 – Enact and enforce a city-wide ordinance requiring domestic cats to be kept indoors or in a pet-friendly enclosure and that all pets leaving private property be on a leash. (HIGH FLYER)

2.1.9 – Prohibit Trap, Neuter and Release programs for feral or free roaming cats. Does not actively subsidize or condone outdoor cat colonies, and prohibits the formation, feeding, and support of outdoor cat colonies. (HIGH FLYER)

2.2. Address collisions with glass

2.2.1 – Provide businesses and residents with education/outreach and/or a communications campaign about reducing bird collisions with buildings. (MANDATORY)

REQUIRED

2.2.2 – Educate building owners and architecture community about Bird-Friendly Buildings best design practices and the conservation value of reducing collisions.

2.2.3 – Provide best design guidelines about reducing bird collisions and impacts to businesses applying for new building permits.

2.2.4 – Design or retrofit public buildings to reduce bird collisions using Bird Friendly Buildings guidelines by American Bird Conservancy and Audubon. (HIGH FLYER)

2.2.5 – At least one municipal or major public building receives LEED certification that includes the Credit for Bird Collision Deterrence (during review period).†

2.2.6 – Construction ordinance requires that new public buildings seek LEED certification (silver or higher) that includes meeting the requirement for the LEED Credit for Bird Collision Deterrence. (HIGH FLYER)

2 . 3 . Address light pollution

2.3.1 – Create and install demonstration displays in public areas that educate the public about the benefits of dark sky compliant lighting, window modifications that improve glass visibility, and reduce glass reflectivity.†

2.3.2 – Provide businesses and residents with education/outreach and/or a communications campaign about LIGHTS OUT TEXAS which includes dark sky lighting solutions. (MANDATORY)

REQUIRED

2.3.3 – Participate in LIGHTS OUT TEXAS program during spring and fall migration periods.

2.3.4 – Participate in LIGHTS OUT TEXAS program in all city-owned buildings. (HIGH FLYER)

2.3.5 – Reduce light pollution by using dark-skies compliant shielded lighting with recommended Kelvin throughout community and/or publicly-owned properties (this includes buildings and/or street lights).†

2 . 4 . Address direct human-related threats

2.4.1 – Community prohibits distribution of single-use plastic through regulatory action (straws, shopping bags, balloons, etc.) and provides clean-up containers for microfilaments, when applicable. (HIGH FLYER)

2 . 5 . Address the threat of pesticides and other toxins

2.5.1 – Conduct a sustained educational campaign focused on the impacts of pesticides and herbicides on bird populations and include practical information on proven Integrated Pest Management options.

2.5.2 – Implement Integrated Pest Management strategies to minimize use of pesticides and herbicides on city-managed property.

3 . Education & Engagement

3 . 1 . Celebrate World Migratory Bird Day

3.1.1 – Community recognizes and celebrate World Migratory Bird Day (WMBD) by hosting or participating in a public event on an annual basis. (MANDATORY)

REQUIRED

3 . 2 . Increase awareness of birds and their habitats

3.2.1 – Implement an annual communications campaign about issues and actions related to Bird City Texas, creating Bird Friendly Communities, and the criteria that the city adopts to encourage community engagement and support.

3.2.2 – Engage the public with on-going programs that are appropriate for children, youth, and/or families on environmental conservation topics.

3.2.3 – Educate the public about the responsibilities and best practices of providing food and water for birds and discern the benefits of natural food sources from supplemental feeding.

3.2.4 - (REQUIRED) Include noticeable information on a main page of a website of your choosing that would be visited often by residents and visitors (ie, municipal tourism and/or Chamber of Commerce, Audubon, or Native Plant Society websites). (MANDATORY)

3.2.5 - Include a recurring (at minimum quarterly) native bird education themed section in a community newsletter, social media platform (i.e., Facebook, NextDoor, etc.).

3.2.6 - Sponsor an annual bird festival that promotes community stewardship and appreciation of native birds and their local habitats.

3.2.7 - Install bird watching amenities in public parks and/or trail systems, such as bird blinds, observation decks, interpretive signs, binocular loan out programs, and birding/trail guides.†

3.2.8 - Public park system has interpretive/educational signage in natural areas that are open to the public that prioritizes bird identification and native bird ecology in their message.

3.2.9 - Create and maintain a bird-friendly, native landscape for demonstration. The landscape must include at least 80% native plants on at least one highly visited community property.** (MANDATORY)

REQUIRED

3 . 3 . Educate and engage all ages

3.3.1 - Conduct a speaker or workshop series open to the public (minimum 3 events per year) with topics focusing on issues relating to birds, wildlife, habitat, environmental stewardship, etc.

3.3.2 - Local school district(s) uses native Texas ecosystem/conservation programs in curriculum for all K-12 students in either science, social studies, or language arts. (HIGH FLYER)

3 . 4 . Ensure access to nature

3.4.1 - Work alongside a wide variety of community members from a broad perspectives and backgrounds to increase engagement with parks, ecological education, and birding resources.

3.4.2 - Create and/or maintain a demonstration bird-friendly native landscape on at least two highly visible community properties that would be visited by socioeconomically diverse groups in your community.** (HIGH FLYER)

3.4.3 - Develop one or more accessible nature / birding sites for visitors regardless of physical abilities.

3 . 5 . Involve the community in conservation and stewardship

3.5.1 - Host one community volunteer planting event per year featuring native plants on public properties, community centers, libraries, or other sites where the plantings would be labeled and visible to the public.**

3.5.2 - Enact an annual series of highly-visible community planting events that engage a dedicated corps of volunteers to restore native habitat on city-owned properties.** (HIGH FLYER)

3 . 6 . Promote scientific research and monitoring

3.6.1 - Initiate community participation in at least one community science program annually: Audubon Climate Watch, Christmas Bird Count, eBird, Globe at Night, Great Backyard Bird Count, Hummingbirds at Home, Invaders of Texas, Swifts Night Out, City Nature Challenge, Texas Nature Trackers.**

3.6.2 – Engage community and partners in long-term (greater than 5 years) local bird monitoring programs, habitat monitoring, or other similar nature-based surveys that incorporate eBird and/or iNaturalist on select properties.

3.6.3 – Community conducts an inventory of city lands (using iNaturalist or comparable platform) to document plant and animal species present and assesses habitat quality.

3 . 7 . Mobilize support / funding for community bird conservation

3.7.1 – Community creates one officially-enacted resolution (proclamations not accepted) passed by their appropriate municipal council/board that recognizes and supports their community's designation as a Bird City in Texas. The resolution must be passed every three years or the municipal council/board must provide a letter of support recognizing the past resolution.† (MANDATORY)

REQUIRED

4 . Sustainability

4 . 3 . Promote sustainable infrastructure and practices

4.3.1 – Provide alternative transportation throughout the community (e.g. hike and bike trails, rideshare programs, bike lanes).†



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

SUBJECT: Professional Services Agreement with 6S Engineering, Inc. for the 2024 Street Maintenance projects in the amount of \$98,750.00.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Kyle Burow, Director Engineering

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$98,750.00	\$1,727,332.55	\$2,155,000..00	01-0161-2420

PAYMENT TO BE MADE TO: 6S Engineering, Inc.

Kerrville 2050 Item? Yes

Key Priority Area M - Mobility / Transportation

Guiding Principle N/A

Action Item M4.2 - Continue implementing the plan for street repairs, including a timeline and funding, based on the road conditions data collection and evaluation completed in 2016

SUMMARY STATEMENT:

As part of the adopted FY2022 budget, 6S Engineering, Inc. was hired to update the Pavement Master Plan and reassess the current street conditions and maintenance practices. The 6S Engineering, Inc. team evaluated the current street condition assessment gathered for each street segment to analyze the deterioration estimates based on the effectiveness of the current street repair methods and degradation of street segments compared to the initial 2015 and 2019 reports, combined multiple street segments to minimize construction costs, and reevaluated the prioritization of streets. The reprioritization of all streets were analyzed based on PCI, Ride Condition Index (RCI), and Roadway Classification (i.e. Collector, Residential). Upon completion of the analysis, 6S Engineering, Inc. developed a maintenance plan to assist with future budgeting and maintenance methods adopted by City Council.

To continue the progression of street maintenance, staff met with 6S Engineering, Inc. to discuss project scope to develop construction plans and specifications for the upcoming 2024 street maintenance projects. The scope of this project is to prepare bid documents for crack seal, base repair patching, and slurry seal on the roads identified for the Year 1 crack seal and slurry seal maintenance methods identified in the 2024 Pavement Management Plan. This will include near-term level up and asphalt repairs followed by crack seal for

streets identified as receiving crack seal and slurry seal maintenance. Streets identified for slurry seal maintenance will receive the slurry seal maintenance in the Fall for completion of street maintenance. Additionally, in order to assist the Streets Department, staff elected to designate scope for three roads to receive mill and overlay maintenance selected from the Year 1 roads identified in the 2024 Pavement Management Plan. The full Professional Service Agreement is available for viewing in the City Secretary Office.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the professional services agreement.

ATTACHMENTS:

[*20240423_PSA 6S Eng - 2024 Street Maintenance.pdf*](#)

PROFESSIONAL SERVICES AGREEMENT

FIRM: 6S Engineering, Inc. | PROJECT-SERVICES: 2024 Street Maintenance

THIS AGREEMENT is entered into the ____ day of _____, 2024 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **6S ENGINEERING, INC.**, (“CONSULTANT”), and at times, collectively referred to herein as “parties.”

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Exhibit A**, and attached hereto and incorporated herein; and

WHEREAS, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement; and

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT'S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibit A** and all other professional services reasonably inferable from **Exhibit A** and necessary for complete performance of CONSULTANT's obligations under this Agreement, collectively referred to herein as “Services.” CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail. CONSULTANT shall diligently pursue completion of its Services, provide CITY with periodic updates as to its review of each assignment, and promptly inform CITY of any anticipated delay.

II. CONSULTANT'S RESPONSIBILITIES

A. CONSULTANT, upon its review of a general description of the work requested by CITY, has prepared and provided to CITY the specific Services required, which is attached as **Exhibit A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Services. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services and coordinate other professional services as necessary for the complete performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall

periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws and any other entity having jurisdiction over the Services. In addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Design Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to CITY and notify CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY has provided CONSULTANT with a description of the Services.

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, if CITY possesses any, as requested by the CONSULTANT and as reasonably necessary for the completion of the Services.

C. CITY shall review the Design Documents and shall notify CONSULTANT of any design fault or defect in the Services or Design Documents of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates **Kyle Burow**, who may be reached at (830) 258-1410, as its representative authorized to act on its behalf with respect to the Services. CITY may, upon notice to CONSULTANT, change such designation at any time.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Rate Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount of payment shall not exceed **\$98,750.00**, unless additional services are requested by CITY.

V. AGREEMENT TERM

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. CITY is not obligated to approve and may not approve any allowance of an extension of time for any cause whatever claimed or made by CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

VI. DOCUMENTS

A. CONSULTANT shall submit all Design Documents to CITY for approval. All Design Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Design Documents, together with any necessary supporting documents, to CITY, and CITY has unlimited rights, for the benefit of CITY, in all Design Documents without additional cost to CITY. If CITY uses the Design Documents on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Design Documents with respect to such other work, except where CONSULTANT participates in such other work.

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents that CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary. Further,

CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Design Documents in compliance with that Act. CONSULTANT shall immediately furnish originals of all Design Documents to CITY.

D. CONSULTANT shall ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed as of the date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage and provide copies of certificates of insurance as evidence thereof to City through City's Representative:

A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANT's employees carrying out the Services.

B. Automobile Liability Insurance: with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.

C. General Liability Insurance: on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than \$1,000,000. At a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than \$2,000,000.

D. Professional Liability Errors and Omissions Insurance: with limits of liability not less than \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the CITY insurance policies and applicable endorsements.

E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. Except as addressed above, all policies must be written on a "per occurrence basis" and not a "claims made" form.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnatee(s)," from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall indemnify Indemnatee(s) as provided herein on

a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

B. CONSULTANT is not responsible for the actions of the CITY's contractor to perform the construction of the improvements contemplated by the Design Documents covered under this Agreement.

C. Acceptance and approval of any work or final plans by CITY neither constitutes nor may be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the Design Documents.

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of CITY and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records or making reports or payments of Unemployment Compensation taxes or contributions. **CONSULTANT shall indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of CONSULTANT.**

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

XII. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily

completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services, and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.

B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

XIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

B. Assignment. This Agreement is a personal service contract for the services of CONSULTANT, and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.

C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.

D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement, which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that CITY has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Attachments. The following Attachment(s) is attached to this Agreement and is included herein for all purposes:

Exhibit A – Scope of Services / Compensation Schedule

I. Conflict with Exhibits. 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.

J. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

K. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee (pursuant to III.E., above), has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

6S Engineering, Inc.
Rachelle Swaim, P.E.
President
P.O. Box 689
Pleasanton, Texas 78064

L. Prohibition on contracts with companies boycotting Israel. CONSULTANT hereby verifies the following per Section 2271.002, Texas Government Code:

1. CONSULTANT does not boycott Israel; and
2. CONSULTANT will not boycott Israel during the term of the Agreement.

M. Prohibition against business with Iran, Sudan or foreign terrorist organization. CONSULTANT warrants, covenants, and represents that CONSULTANT is not

engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

N. Prohibition on Contracts with Companies Boycotting Energy Companies. CONSULTANT hereby verifies the following per Section 2276.002, Texas Government Code:

1. CONSULTANT does not boycott energy companies; and
2. CONSULTANT will not boycott energy companies during the term of the Agreement.

O. Written Verification as to Firearm Entities. CONSULTANT hereby verifies the following per Section 2274.002, Texas Government Code:

1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. CONSULTANT will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

P. 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, CONSULTANT 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.

Q. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Commercial Mediation Rules published by the American Arbitration Association. In the event that the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the parties may agree, either party may initiate formal proceedings against the other party.

R. Consequential Damages Waiver. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER CONSULTANT NOR CITY NOR EITHER PARTY'S SUPPLIERS, AGENTS, OFFICERS, OR DIRECTORS SHALL HAVE ANY LIABILITY REGARDLESS OF THE THEORY OF RECOVERY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, COST OR EXPENSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER ACTUAL OR ANTICIPATED, LOSS OF USE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS. THIS WAIVER OF CONSEQUENTIAL DAMAGES IS MADE REGARDLESS OF WHETHER (I) EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) SUCH DAMAGES MAY BE FORESEEABLE.

S. Limitation of Liability. Notwithstanding any other provision of this Agreement, CITY agrees to limit CONSULTANT's liability to CITY and to all persons having contractual relationships with CITY to the total fee or compensation received by CONSULTANT for the work under which the liability arises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

CONSULTANT
6S ENGINEERING, INC.

BY: _____
NAME: Dalton Rice
TITLE: City Manager

BY: _____
NAME: Rachelle Swaim, P.E.
TITLE: President

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

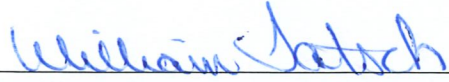
APPROVED AS TO INSURANCE:

Julie Behrens, Director of Finance

Kimberly Meismer, Asst. City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



William Tatsch, Asst. City Attorney

Kyle Burow, Director of Engineering

T:\Legal\ENGINEERING\Contracts\PSA Contracts\PSA_6S Engineering_2023 Street Maintenance_110222 (draft).docx

**EXHIBIT** A

April 11, 2024

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attn: Mr. Kyle Burow, P.E., Director of Engineering

Regarding: 2024 Street Maintenance
6S Project No. 2024-004-01

Dear Mr. Burow:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as the development of roadway layouts for the location of base repairs with a surface treatment, quantities and limits for slurry seal projects and crack seal project as deemed necessary by the City Engineer. It is anticipated the city expenditure for construction to be approximately \$1,500,000.

PROJECT DESCRIPTION:

The exact roadway sections to be completed for each type of maintenance repair method are unknown but are generally listed in the 2024 Pavement Management report for the Current year Cycle. We understand that as a couple of streets may be added by the City Engineer. 6S anticipates that no more than 30-35 streets will be included in the base repair contract with 3-5 streets to be included as mill and overlay depending on the construction cost. The slurry seal and crack seal streets are also unknown for quantity but will be included as the city deems necessary. The scope is identified below with the general engineering fee as lump sum based on less than 10% of the construction cost estimated at this time. The cost breakdown has then been divided by the tasks and the level of effort to complete each task.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

6S will provide design engineering services for the project described above. The scope of work to complete the design includes the following:

- A. Project Start-up- A 6S manager will meet with the City as a preliminary kickoff meeting and visit the site. This segment of the project includes initial budgeting and setup for the project.
- B. Project Geotechnical (Additional Service)- Geotechnical services are excluded for this project.
- C. Project Survey (Additional Service)- 6S will not use survey services for this contract. Reference locations will be measured from at least two power poles per street segment. Fire hydrants or other fixed objects may be used to locate the reference centerline from the plans.

P.O Box 689, Pleasanton, Texas 78064
TBPE F-18435
t 210.775.8003
jswaim@6s-engineering.com

6S Engineering, Inc.

Mr. Kyle Burow, P.E.
City of Kerrville
April 11, 2024
Page 2 of 6

D. Field Investigation- 6S will spend two to three days in the field quantifying base repair locations. 6S will utilize two employees in the field for safety and functionality.

E. Plan Development- 6S will develop a plan set that includes the following sheets:

- Cover Sheet (1 Sheet)
- General Construction notes and special notes (1 Sheet)
- Proposed Typical Section of base repairs (1 sheet)
- Plan Sheets (80 Sheets) – Plan sheets will be double banked and will have a plan view with an aerial image. These sheets will include a centerline stationing offset from a stationary point. 11"x17" sheets.
- Special Detail Sheets (1 Sheet) – It is anticipated that only one special detail sheet will be necessary.
- Drainage design is not part of the contract scope. 6S will visit the project site and coordinate with the city to view areas that may currently be ponding. Since the City is not reconstructing the curbs the general run slope and elevations are staying the same. The Engineer will note in the plans for the contractor to maintain a cross slope that will push the water to the gutter lines and encourage flow away from the asphalt. It is also understood the City is not replacing any curbs or gutters within the contract as that would require survey.
- All streets will be estimated with at least 2-5% base repair for quantities unless a larger quantity is measured in the field. This will be prior to the crack and slurry seal.

E. Front end bidding documents, general conditions and special project specifications will be provided for select items as deemed necessary by the Engineer.

F. Traffic Control Plans- 6S will provide one traffic control and project phasing sheet. TxDOT typical detail sheets will be used to support the traffic control plan sheets. Traffic Control plans will only be provide for the base repair streets.

G. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 60% and Final Design. These will be based on experience and using regional bid unit prices and quantities from agencies such as TxDOT and other local government area bids.

QA/QC:

6S will provide a Quality Assurance/Quality Control review on the project prior to final plan reproduction.

60% and Final Design Submittal:

6S will provide one (1) 11"x17" hard copy plan set at 60% review along with a pdf file. At final design 6S will provide (2) hard copy sets and a pdf file for review. The 6S Project manager will attend a City review meeting at each phase of design and provide revisions to comments.

Mr. Kyle Burow, P.E.
City of Kerrville
April 11, 2024
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Final Plans & Contract Documents:

6S will Provide (1) one 11"x17" sealed plan set and one (1) PDF copy to the City along with the front end documents and specifications.

Bid Phase Services (Additional Service)

6S will prepare the advertisement of the bid for the City. 6S will work to provide bidding services through CIV-CAST.

Prepare and provide complete sets of the bid package, including plans, specifications, and instructions to bidders, general provisions, and bid proposal as documentation for the City to advertise for bids for construction.

Attend pre-bid conference and prepare necessary addenda to provide clarification and interpretation to bidders.

Complete a bid tabulation and analysis of bids and furnish a recommendation on the award of the construction contract.

Construction Administration (Additional Service)

6S understands that the City of Kerrville has a complete construction inspection team. 6S will perform the following service as support:

- 6S will attend bi-weekly meetings as the design professional to answer specific questions and discuss the project with the City inspection team as determined by the City Engineer.

Term of Construction Phase Service (estimated not to exceed 3 months). Additional Services will be necessary after this period.

Exclusions:

- Traffic Impact Analysis
- Drainage area maps and calculations
- Profile design
- Profile views and vertical design for the roadway section.
- Sewer and Water design
- Utility Design
- ADA Review

Mr. Kyle Burow, P.E.
City of Kerrville
April 11, 2024
Page 4 of 6

OWNER’S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

PERIOD OF DESIGN SERVICE:

3 months from authorization

PAYMENTS TO ENGINEER:

6S Engineering Group proposes the following lump sum fees for the above referenced services:

BASIC SERVICES	
Project Start-up	\$850.00
Field Investigation	\$10,400.00
Plan/Quantity Development:	\$65,000.00
Front End Documents & Specifications:	\$3,500.00
Traffic Control Phasing sheet:	\$1,200.00
Opinions of Construction Cost:	\$4,200.00
QA/QC:.....	\$1,500.00
60% and Final Plan Submittal:	\$2,400.00
Base Service Fee (Lump Sum):	\$89,050.00

ADDITIONAL SERVICES	
Bid Phase Slurry Seal	\$1,750.00
Bid Phase Crack Seal & Base Repair	\$1,750.00
Construction Administration	\$5,000.00
Mileage and Expenses	\$1,200.00

Total Project Cost (Lump Sum): \$98,750.00

Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment “A”) are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Mr. Kyle Burow, P.E.
City of Kerrville
April 11, 2024
Page 5 of 6

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,

Jess W. Swaim

Jess W. Swaim, P.E.
Vice President

ACCEPTED:
Signature: _____
Name: _____
Title: _____
Date: _____

6S Engineering, Inc.
Attachment "A" – Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as express authorization by CLIENT for 6S to proceed with the work, unless otherwise provided for in the Agreement.

2. USE OF DOCUMENTS

All documents produced by 6S under this Agreement shall be considered "Instruments of Service" for which 6S retains the copyright. Notwithstanding the foregoing, 6S grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. ~~Should CLIENT use any documents in circumstances in which 6S is no longer involved in the Project, the CLIENT shall defend and indemnify 6S on account of any such use and any claims made arising out of any modifications or changes to any such documents.~~

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by 6S only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. STANDARD OF CARE

6S shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and 6S shall have no liability or obligation with respect thereto.

4. COST ESTIMATES

Any cost estimates provided by 6S will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, 6S cannot and does not warrant that 6S or ultimate construction costs will not vary from these cost estimates.

5. PAYMENT TO 6S

Monthly invoices will be issued by 6S for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. DIRECT EXPENSES

Certain expenses incurred by 6S in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside 6S's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by 6S.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for 6S's administrative costs, as provided for in this Agreement.

8. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by 6S if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. SALES TAX

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. SUSPENSION/TERMINATION

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. 6S shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or 6S may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay 6S in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LIMITATION OF LIABILITY

6S's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.

To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub-consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.

12. MEDIATION

All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or 6S may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.

13. LITIGATION

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.

Rev. July 2017



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

SUBJECT: Interlocal Agreement between the City of Kerrville and Kerr County for participation in the Local Hazard Mitigation Plan for Kerr County.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 11, 2024

SUBMITTED BY: Eric Maloney, Fire Chief

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$27,500	0	0	01-0190-3190

PAYMENT TO BE MADE TO: Kerr County

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Chapter 418 of the Texas Government Code (The Texas Disaster Act of 1975), and Title 37, Part 1, Chapter 7 of the Texas Administrative Code, requires jurisdictions to develop Emergency Operations Plans. These plans consist of a basic plan and 22 functional annexes renewed every 5 years. Our Hazard Mitigation Plan is one of the functional annexes of our emergency operations plan. Participation in the plan enables the City to apply for future grant opportunities for eligible mitigation projects. There sixteen (16) project areas designated for hazard mitigation grant funding to include; Floods, Hurricanes/Tropical Storms, Wildfire, Tornado, Drought, Coastal Erosion, Dam/Levee Failure, Earthquakes, Expansive Soils, Extreme heat, Hailstorm, Land Subsidence, Severe Winter Storms, Windstorms, Lightening, and Tsunami.

The City entered into an ILA with Kerr County on November 2022 to update and revise the local Hazard Mitigation Plan under the intent that FEMA was going to offer a 75/25 cost sharing grant. Since the ILA was approved in November 2022, FEMA did not offer a 75/25 grant as in previous years. Therefore the current local Hazard Mitigation Plan expired on December 10, 2023 and requires a revised ILA between the City of Kerrville and Kerr County. Kerr County has solicited GrantWorks to update our comprehensive local Hazard Mitigation Plan at a cost of \$55,000 and is requesting the City of Kerrville share the cost 50/50 at \$27,500 each.

RECOMMENDED ACTION:

Authorize the Mayor to execute the Interlocal Agreement between the City of Kerrville and Kerr County for the participation in the Local Hazard Mitigation Plan for Kerr County.

ATTACHMENTS:

[20240423_ILA Hazard_Mitigation_Plan_041624.pdf](#)

INTERGOVERNMENTAL AGREEMENT
Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791

THE STATE OF TEXAS §
KERR COUNTY §

This AGREEMENT is made between KERR COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners Court, and the CITY OF KERRVILLE, TEXAS, hereinafter referred to as the PARTICIPANT, acting here through its City Council, as authorized by Texas Government Code Chapter 791 which authorizes local governments to enter into contracts for governmental functions and services to increase efficiency and effectiveness. The COUNTY and PARTICIPANT are also referred to as "party" or collectively as "parties."

The COUNTY has procured plan writing assistance to a countywide Hazard Mitigation Action Plan, hereinafter referred to as the PLAN. Upon approval, the Hazard Mitigation Action Plan will be effective for five (5) years and will include the COUNTY and PARTICIPANT. The term of this Agreement shall be from the date of the PARTICIPANT's execution of this Agreement until the earlier date where: 1) a proposed PLAN is approved by the COUNTY and PARTICIPANT and thereafter submitted to the Federal Emergency Management Agency (FEMA) for its approval; or 2) February 1, 2025. Either party may terminate this Agreement with thirty (30) days written notice to the other party, except such early termination shall not relieve the PARTICIPANT from any local matching funds commitment and payment terms addressed below.

Parties agree that the COUNTY shall:

1. Serve as the primary participant and contact in all matters pertaining to the PLAN and the conduit for communication between itself, the PARTICIPANT, and Texas Division of Emergency Management ("TDEM").
2. Endeavor to execute its PLAN responsibilities in a timely and efficient manner.
3. Be the repository of all receipts and documentation pertinent to the PLAN and furnish such to TDEM upon its request.
4. Provide a draft of the PLAN for review and comment by PARTICIPANT during the planning process and prior to COUNTY's submittal of the PLAN to TDEM. TDEM will then submit PLAN to FEMA for approval.

Parties agree that the PARTICIPANT shall:

1. Be an additional participant in the PLAN.
2. Cooperate in a timely manner with COUNTY's requests to provide information needed to fulfill COUNTY's obligations under the PLAN and to complete the PLAN.
3. Designate one or more of its employees within its Fire Department or otherwise to participate in the development of the PLAN and to update PARTICIPANT of progress.
4. Provide a total of **\$27,500** to COUNTY within sixty (60) days of such request by COUNTY, to be used toward PLAN activities.

This Agreement constitutes the entire Agreement between the parties and may not be modified except as agreed by the parties in writing. The parties further agree that any Agreement funds provided by the COUNTY are without warranty of any kind to the PARTICIPANT or any third party, and that to the extent allowed by law, the PARTICIPANT shall hold harmless the COUNTY, its officers, agents, and employees from any and all loss, damage, cost demands, or causes of action of any nature or kind for loss or damage to property, or for injury or death of any person, arising in any manner from the performance of Agreement activities. Nothing herein shall be construed to create any rights in third parties.

EXECUTED BY:

KERR COUNTY, TEXAS

CITY OF KERRVILLE

ROB KELLY
COUNTY JUDGE

JUDY EYCHNER
MAYOR

DATE

DATE

ATTEST:

ATTEST:

IAN COLLUM
COUNTY CLERK

SHELLEY MCELHANNON
CITY SECRETARY


APPROVED AS TO FORM

Michael C. Hayes, City Attorney



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

SUBJECT: Professional Services Agreement with 6S Engineering, Inc. for services regarding the improvements to Al Mooney Road and a portion of Peterson Farm Road in the amount of \$216,462.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 4, 2024

SUBMITTED BY: Stuart Barron, Director of Public Works

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$216,462.	N/A	N/A	N/A

PAYMENT TO BE MADE TO: 6S Engineering, P.O. Box 689 Pleasanton, Texas 78064

Kerrville 2050 Item? Yes

Key Priority Area M - Mobility / Transportation

Guiding Principle N/A

Action Item M1.1 - Work with Kerr County and TXDOT to amend and implement the City Thoroughfare Plan as necessary to support Kerrville 2050

SUMMARY STATEMENT:

In the Fall of 2023 the City of Kerrville entered into an Interlocal Agreement with Kerr County to improve all of Al Mooney Road from Memorial Boulevard (SH 27) to the intersection of Peterson Farm Road. The ILA also included a portion of Peterson Farm Road from the intersection of Al Mooney up to the 300 Block Peterson Farm Road. The proposed improvement will provide a safer truck traffic route, improve drainage, and increase the foundation of the road to handle heavier vehicle such as tractor trailers. The upgraded road will be the primary entrance and provide commercial access to the proposed Megaaccrete Facility.

The project was estimated to cost \$1,687,452.31. Within the ILA, the County agreed to 50% of the cost up to \$850,000 and the City agreed to fund the remainder of the project.

6S Engineering has been selected as the project engineer. 6S is the primary engineering firm the City uses for pavement rehabilitation and full depth pavement replacement project.

RECOMMENDED ACTION:

Approve engineering contract with 6S Engineering for the design and additional services as identified within the contract.

ATTACHMENTS:

[20240423_PSA 6S Eng - Al Mooney Reconstruction.pdf](#)

[20240423_ILA Kerr County - Al Mooney Rd improvement.pdf](#)

PROFESSIONAL SERVICES AGREEMENT
FIRM: 6S Engineering, Inc. | PROJECT-SERVICES: Al Mooney Road
Reconstruction

THIS AGREEMENT is entered into the ____ day of _____, 2024 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **6S ENGINEERING, INC.**, (“CONSULTANT”), and at times, collectively referred to herein as “parties.”

WHEREAS, CITY hires CONSULTANT to perform certain work and services set forth in Scope of Services, marked **Exhibit A**, and attached hereto and incorporated herein; and

WHEREAS, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement; and

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT’S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in **Exhibit A** and all other professional services reasonably inferable from **Exhibit A** and necessary for complete performance of CONSULTANT’s obligations under this Agreement, collectively referred to herein as “Services.” CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail. CONSULTANT shall diligently pursue completion of its Services, provide CITY with periodic updates as to its review of each assignment, and promptly inform CITY of any anticipated delay.

II. CONSULTANT’S RESPONSIBILITIES

A. CONSULTANT, upon its review of a general description of the work requested by CITY, has prepared and provided to CITY the specific Services required, which is attached as **Exhibit A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Services. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services and coordinate other professional services as necessary for the complete performance of CONSULTANT’s obligations under this Agreement. CONSULTANT shall

periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in compliance with all applicable federal, state, and municipal laws and any other entity having jurisdiction over the Services. In addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Design Documents") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Design Documents without any additional cost or expense to CITY and notify CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY has provided CONSULTANT with a description of the Services.

B. CITY shall furnish surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, if CITY possesses any, as requested by the CONSULTANT and as reasonably necessary for the completion of the Services.

C. CITY shall review the Design Documents and shall notify CONSULTANT of any design fault or defect in the Services or Design Documents of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates **Kyle Burow**, who may be reached at (830) 258-1410, as its representative authorized to act on its behalf with respect to the Services. CITY may, upon notice to CONSULTANT, change such designation at any time.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Rate Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount of payment shall not exceed **\$216,462.00**, unless additional services are requested by CITY.

V. AGREEMENT TERM

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. CITY is not obligated to approve and may not approve any allowance of an extension of time for any cause whatever claimed or made by CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

VI. DOCUMENTS

A. CONSULTANT shall submit all Design Documents to CITY for approval. All Design Documents must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Design Documents, together with any necessary supporting documents, to CITY, and CITY has unlimited rights, for the benefit of CITY, in all Design Documents without additional cost to CITY. If CITY uses the Design Documents on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Design Documents with respect to such other work, except where CONSULTANT participates in such other work.

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents that CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary. Further,

CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Design Documents in compliance with that Act. CONSULTANT shall immediately furnish originals of all Design Documents to CITY.

D. CONSULTANT shall ensure that all text documents supplied to CITY as provided herein are fully compatible with MS Word and that all drawings are fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed as of the date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Design Documents, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage and provide copies of certificates of insurance as evidence thereof to City through City's Representative:

A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANT's employees carrying out the Services.

B. Automobile Liability Insurance: with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.

C. General Liability Insurance: on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than \$1,000,000. At a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than \$2,000,000.

D. Professional Liability Errors and Omissions Insurance: with limits of liability not less than \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the CITY insurance policies and applicable endorsements.

E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. Except as addressed above, all policies must be written on a "per occurrence basis" and not a "claims made" form.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT shall protect, indemnify, and hold harmless CITY, its officers, agents, servants, and employees, hereinafter individually and collectively referred to as "Indemnatee(s)," from and against suits, actions, claims, losses, liability, or damage of any character and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages, or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, or omission of CONSULTANT, its officers, employees, servants, agents, or subcontractors, or anyone else under CONSULTANT's direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of the Services, or from conditions created by the performance or non-performance of said work. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONSULTANT shall indemnify Indemnatee(s) as provided herein on

a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

B. CONSULTANT is not responsible for the actions of the CITY's contractor to perform the construction of the improvements contemplated by the Design Documents covered under this Agreement.

C. Acceptance and approval of any work or final plans by CITY neither constitutes nor may be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the Design Documents.

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of CITY and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records or making reports or payments of Unemployment Compensation taxes or contributions. CONSULTANT shall indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of CONSULTANT.

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits, or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONSULTANT in performing the Services.

XII. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily

completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services, and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.

B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of CONSULTANT.

XIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

B. Assignment. This Agreement is a personal service contract for the services of CONSULTANT, and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.

C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.

D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement, which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that CITY has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Attachments. The following Attachment(s) is attached to this Agreement and is included herein for all purposes:

Exhibit A – Scope of Services / Compensation Schedule

I. Conflict with Exhibits. 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.

J. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

K. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee (pursuant to III.E., above), has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

6S Engineering, Inc.
Rachelle Swaim, P.E.
President
P.O. Box 689
Pleasanton, Texas 78064

L. Prohibition on contracts with companies boycotting Israel. CONSULTANT hereby verifies the following per Section 2271.002, Texas Government Code:

1. CONSULTANT does not boycott Israel; and
2. CONSULTANT will not boycott Israel during the term of the Agreement.

M. Prohibition against business with Iran, Sudan or foreign terrorist organization. CONSULTANT warrants, covenants, and represents that CONSULTANT is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

N. Prohibition on Contracts with Companies Boycotting Energy Companies. CONSULTANT hereby verifies the following per Section 2276.002, Texas Government Code:

1. CONSULTANT does not boycott energy companies; and
2. CONSULTANT will not boycott energy companies during the term of the Agreement.

O. Written Verification as to Firearm Entities. CONSULTANT hereby verifies the following per Section 2274.002, Texas Government Code:

1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. CONSULTANT will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

P. 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, CONSULTANT 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.

Q. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Within thirty (30) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Commercial Mediation Rules published by the American Arbitration Association. In the event that the dispute has not been resolved within thirty (30) days following mediation, or such longer period as the parties may agree, either party may initiate formal proceedings against the other party.

R. Consequential Damages Waiver. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER CONSULTANT NOR CITY NOR EITHER PARTY'S SUPPLIERS, AGENTS, OFFICERS, OR DIRECTORS SHALL HAVE ANY LIABILITY REGARDLESS OF THE THEORY OF RECOVERY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, COST OR EXPENSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER ACTUAL OR ANTICIPATED, LOSS OF USE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS. THIS WAIVER OF CONSEQUENTIAL DAMAGES IS MADE REGARDLESS OF WHETHER (I) EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) SUCH DAMAGES MAY BE FORESEEABLE.

S. Limitation of Liability. Notwithstanding any other provision of this Agreement, CITY agrees to limit CONSULTANT's liability to CITY and to all persons having contractual relationships with CITY to the total fee or compensation received by CONSULTANT for the work under which the liability arises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

CONSULTANT
6S ENGINEERING, INC.

BY: _____
NAME: Dalton Rice
TITLE: City Manager

BY: _____
NAME: Rachelle Swaim, P.E.
TITLE: President

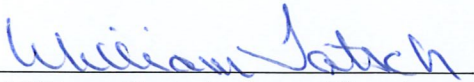
ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

Julie Behrens, Director of Finance

APPROVED AS TO FORM:



William Tatsch, Asst. City Attorney

APPROVED AS TO INSURANCE:

Kimberly Meismer, Asst. City Manager

APPROVED AS TO CONTENT:

Kyle Burow, Director of Engineering

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**EXHIBIT A**

October 3, 2023

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attn: Mr. Stuart Barron, Director of Public Works

Regarding: 2023 Al Mooney Reconstruction
6S Project No. 2023-004-05

Dear Mr. Barron:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as a rehabilitation and roadway reconstruction project.

PROJECT DESCRIPTION:

6S will provide an engineering design for Al Mooney and Peterson Roadway reconstruction and rehabilitation. The length of the roadway is approximately 3635 FT. The approximate roadway width is currently 17 feet and is anticipated to be widened to 28 ft to accommodate an increase in truck traffic and provide more roadway width with better lines of sight or visibility. Drainage crossings will need to be upgraded as part of the project.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

6S will provide design engineering services for the project described above. The scope of work to complete the design includes the following:

- A. Project Start-up- A 6S manager will meet with the City as a preliminary kickoff meeting and visit the site. This segment of the project includes initial budgeting and setup for the project. This item will also include Agency Coordination with the City of Kerrville and the County.
- B. Project Geotechnical (Additional Service)- 6S will utilize Arias Geo-Professionals to provide a maximum of 5 geotechnical bore holes for the project site. Existing soil conditions for the project site will be documented as well as the development of a potential pavement section for the project. This will also include a recommendation for two sections that are to be rehabilitated with cement and emulsion treatment.
- C. Project Survey (Additional Service)- 6S will utilize Sur-Gis of Texas to provide basic survey services for the project. Benchmarks will be placed and documented with a signed control sheet in the plans. Cross sections will be provided at 100 ft intervals with approximately 4 drainage structures being located.

P.O Box 689, Pleasanton, Texas 78064
TBPE F-18435
t 210.775.8003
jswaim@6s-engineering.com

6S Engineering, Inc.

Mr. Stuart Barron
City of Kerrville
October 3, 2023
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- D. Utility Coordination- 6S will coordinate with the City to gather water and sewer as-built data or block maps for the immediate location. If sewer, water, or electrical lines are documented in the crossing location they will be shown on the plan view sheets. Water and sewer design are not anticipated as part of the project scope. There are apparent dry utilities within the right-of way.
- E. Plan Development- 6S will develop a plan set that includes the following sheets:
- Cover Sheet (1 Sheet)
 - General Construction notes and special notes (1 Sheet)
 - Existing Roadway Section and Proposed Typical Section and project quantities (1 sheet)
 - Plan Sheets (10 Sheets) – Plan sheets will be double banked and will have a plan view with an aerial image. These sheets will include a centerline stationing offset from a stationary point. 11"x17" sheets
 - Special Detail Sheets (1 Sheet) – It is anticipated that only one special detail sheet will be necessary.
 - SW3P- Stormwater Pollution Prevention – (1 Sheet) EPIC narrative Sheet. BMP measures will be indicated on the plan sheets.
 - Drainage Design Sheet - 6S will visit the project site and coordinate with the city to view areas that may currently be ponding. 6S will develop a drainage area sheet and will size the culverts. The areas may be low water crossings and are anticipated to remain the same but may have some increased pipe sizes depending on flows. The current opinion of construction cost only accounts for reinforced concrete pipe of equal size to existing.
- E. Front end bidding documents, general conditions and special project specifications will be provided for select items as deemed necessary by the Engineer.
- F. Traffic Control Plans- 6S will provide one traffic control and project phasing sheet. TxDOT typical detail sheets will be used to support the traffic control plan sheets. Sections of the roadway may need to be shut down completely. Other access is available along Peterson Roadway.
- G. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 60% and Final Design. These will be based on experience and using regional bid unit prices and quantities from agencies such as TxDOT and other local government area bids.

QA/QC:

6S will provide a Quality Assurance/Quality Control review on the project prior to final plan reproduction.

Mr. Stuart Barron
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60% and Final Design Submittal:

6S will provide one (1) 22"x34" hard copy plan set at 60% review along with a pdf file. At final design 6S will provide (2) hard copy sets at 22"x34" and a pdf file for review. The 6S Project manager will attend a City review meeting at each phase of design and provide revisions to comments.

Final Plans & Contract Documents:

6S will Provide (1) one 22"x34" sealed plan set and one (1) PDF copy to the City along with the front end documents and specifications.

Public Meetings:

Not Anticipated

Bid Phase Services (Additional Service)

6S will prepare the advertisement of the bid for the City.

Prepare and provide complete sets of the bid package, including plans, specifications, and instructions to bidders, general provisions, and bid proposal as documentation for the City to advertise for bids for construction. Plans will be available on CIVCAST FOR BIDDING

Attend pre-bid conference and prepare necessary addenda to provide clarification and interpretation to bidders.

Complete a bid tabulation and analysis of bids and furnish a recommendation on the award of the construction contract.

Construction Administration Services (Additional Service)

Attend the Pre-Construction conference with the representatives of the interested City departments and the contractor. Prepare a summary record of the Pre-Construction conference as scheduled by the City.

Attend bi-weekly construction meetings (once every 2 weeks) to discuss job progress, revisions, plan clarification and coordination. Sub-consultants shall be included as attendees as necessary in these meetings. 6S will prepare summary record to be distributed to all attendees after review by the City.

6S will visit the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications. During such visits and on the basis of on-site observations, 6S shall consult and advise the City during construction, and submit monthly reports to the City relating to such visits. 6S shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work; 6S shall not be responsible to the means, methods, techniques, sequences or

Mr. Stuart Barron
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procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. 6S's efforts will be directed towards providing 6S's best judgment to the City that the completed project will conform to the plans and specifications. 6S shall not be responsible for the failure of the contractor to perform the construction work in accordance with plans and specifications and the contractor's contract; however, 6S shall report to the City any deficiencies in the work actually observed by 6S. During such visits and on the basis of on-going observations, 6S shall consult and advise the City during construction.

After contractor's approval, 6S shall review and take appropriate action (approve with modifications, reject, etc.) upon the contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Review monthly estimates and recommend approval or other appropriate action on estimates submitted by the contractor.

Develop, at the request of the City, any changes, alterations or modifications to the project that appear to be advisable and feasible and in the best interest of the City. Routine changes made during construction (change orders/field alterations) that are within the original scope of the project will be made at no additional cost to the City. Such alterations shall appear on or be attached to the City's form "Field Alteration Request". At the direction of the City, 6S shall obtain the contractor's price of the proposed alteration prior to submitting it to the City for its approval.

Perform in company with the City representative(s) a "conditional approval" and a "Final" inspection of the project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the contract documents. Assist the City in consultation and discussions with contractor(s) concerning such deficiencies, and make recommendations as a replacement or correction of the defective work.

After completion of the work, and before final payment to the contractor, the City shall receive from the contractor two (2) sets of "Record Drawings". 6S, after receiving the information, shall transfer the information to AutoCAD files (CD's) compatible to Microstation showing all items of work actually installed in the project (hereinafter called "Plan of Record") for the City's permanent file. 6S shall not be held liable for the information supplied by the contractor and/or City representative.

The City will require the contractor to submit to 6S who shall review and deliver to the City, manufacturer's warranties or bonds on materials and equipment incorporated in the project for which such warranties or bonds were required by the specifications.

Prepare the "Final Field Alteration" recapitulations (over and under) of the project in conjunction with the final request for payment.

Mr. Stuart Barron
City of Kerrville
October 3, 2023
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Term of Construction Phase Service (estimated not to exceed 8 months). Additional Services will be necessary after this period.

Exclusions:

- Traffic Impact Analysis
- Bridge design
- Profile design
- Profile views and vertical design for the roadway section.
- Sewer and Water design
- Utility Design
- ADA Review
- Obelisk Design and Construction/Entry Monument on Al Mooney

OWNER’S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

PERIOD OF DESIGN SERVICE:

5 months from authorization

PAYMENTS TO ENGINEER:

6S Engineering Group proposes the following lump sum fees for the above referenced services:

BASIC SERVICES	
Project Start-up	\$1,852.00
Utility Coordination:	\$1,124.00
Plan Development 30%:	\$58,466.00
Plan Development 60%	\$47,356.00
Plan Development FINAL.....	\$32,946.00
Drainage Area Map Sheet	\$8,768.00
Drainage Detail Sheet.....	\$1,836.00
Front End Documents & Specifications:	\$3,816.00
Traffic Control Phasing Plans:.....	\$2,798.00
Opinions of Construction Cost:	\$1,906.00
QA/QC:.....	\$1,910.00
Bid Phase	\$2,948.00
Base Service Fee (Lump Sum):.....	\$165,726.00

Mr. Stuart Barron
City of Kerrville
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ADDITIONAL SERVICES

Geotechnical Engineering (Arias):	\$12,300.00
Survey Services (SUR-Gis)	\$15,930.00
Survey Field Topo Check.....	\$1,242.00
Construction Phase.....	\$20,064.00
Mileage and Expenses	\$1,200.00

Additional Service Fee (Lump Sum): \$50,736.00

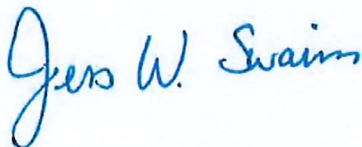
Total Project Cost (Lump Sum): \$216,462.00

Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,



Jess W. Swaim, P.E.
Vice President

ACCEPTED:
Signature: _____
Name: _____
Title: _____
Date: _____

6S Engineering, Inc.
Attachment "A" – Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as express authorization by CLIENT for 6S to proceed with the work, unless otherwise provided for in the Agreement.

2. USE OF DOCUMENTS

All documents produced by 6S under this Agreement shall be considered "Instruments of Service" for which 6S retains the copyright. Notwithstanding the foregoing, 6S grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. ~~Should CLIENT use any documents in circumstances in which 6S is no longer involved in the Project, the CLIENT shall defend and indemnify 6S on account of any such use and any claims made arising out of any modifications or changes to any such documents.~~

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by 6S only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. STANDARD OF CARE

6S shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and 6S shall have no liability or obligation with respect thereto.

4. COST ESTIMATES

Any cost estimates provided by 6S will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, 6S cannot and does not warrant that 6S or ultimate construction costs will not vary from these cost estimates.

5. PAYMENT TO 6S

Monthly invoices will be issued by 6S for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. DIRECT EXPENSES

Certain expenses incurred by 6S in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside 6S's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by 6S.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for 6S's administrative costs, as provided for in this Agreement.

8. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by 6S if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. SALES TAX

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement.

10. SUSPENSION/TERMINATION

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. 6S shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or 6S may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay 6S in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LIMITATION OF LIABILITY

6S's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.

~~To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub-consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability.~~

12. MEDIATION

~~All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or 6S may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement.~~

13. LITIGATION

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

15. SEVERABILITY

~~In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law.~~

Rev. July 2017

INTERLOCAL AGREEMENT FOR THE IMPROVEMENT OF AL MOONEY ROAD FROM ITS INTERSECTION WITH PETERSON FARM ROAD TO ITS INTERSECTION WITH MEMORIAL BOULEVARD (SH 27) AND A PORTION OF PETERSON FARM ROAD FROM ITS 300 BLOCK TO ITS INTERSECTION WITH AL MOONEY ROAD

This Interlocal Agreement for the Improvement of Al Mooney Road from its Intersection with Peterson Farm Road to its Intersection with Memorial Boulevard (SH 27) and a portion of Peterson Farm Road from its 300 Block to its Intersection with Al Mooney Road (the "Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Section 251.012 of the Texas Transportation Code, by and between the City of Kerrville, Texas, a municipal corporation and home-rule city of the State of Texas, situated in Kerr County, acting by and through its City Council, ("City"); and Kerr County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County"). City and County may be referred to collectively as the "Parties".

RECITALS

WHEREAS, City and County have been involved in negotiations with a manufacturer of concrete products ("Company") that seeks to develop a manufacturing facility in Kerrville and on property located adjacent to the Kerrville-Kerr County Airport (the "Property"); and

WHEREAS, based upon the Company's plans and use, City and County believe that Al Mooney Road must be improved to accommodate commercial vehicles which need access to the Property (the "Project"); and

WHEREAS, the Project, as more specifically defined in this Agreement, is in general the construction and improvement of Al Mooney and Peterson Farm Roads in ways which will improve vehicle safety, enhance traffic flow, and increase accessibility to the Property, and such Project is desired by the City and the County; and

WHEREAS, following the effective date of this Agreement and commitment to develop a manufacturing facility from the Company on the Property, the Parties, as provided below, will seek a design for the Project, which may result in a realignment of Al Mooney Road and an increase in the Project's estimated costs; and

WHEREAS, pursuant to Section 251.012 of the Texas Transportation Code and Section 791.032 of the Texas Government Code, City approves of the expenditure of County money and the terms of this Agreement to finance the construction,

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11/20/2023

improvement, maintenance, or repair of a street or alley in the County that is located within the City; and

WHEREAS, County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, City and County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to both Parties, it is agreed as follows:

AGREEMENT

Section 1. Purpose. The purpose of this Agreement is to establish funding obligations of the City and County related to the improvements to Al Mooney and Peterson Farm Roads.

Section 2. Contingency of Agreement. Following the effective date of this Agreement, the Parties agree that this Agreement is subject to the Company's commitment to develop a manufacturing facility on the Property, such commitment to be in the form of an agreement with one or both of the Parties.

Section 3. Definitions.

A. City means the City of Kerrville, Texas.

B. County means Kerr County, Texas.

C. Project means the improvements to Al Mooney Road from its intersection with Peterson Farm Road to Memorial Boulevard (SH 27) and improvements to Peterson Farm Road from its 300 block to its intersection with Al Mooney Road. The general and proposed scope for the Project is specified in **Exhibit A**, which is the letter dated Oct. 3, 2023, to the City from 6S Engineering, Inc. A depiction of the Project site is attached as **Exhibit B**. The Parties recognize and agree that this definition of "Project" is a general description and that the definition may change once the design work begins. Such changes may include a complete realignment of Al Mooney Road, in which case whether for this change or others, the Parties would need to agree in writing to any changes in scope and/or costs.

D. Eligible Project Costs means costs for the Project, to include construction

of roadway improvements, engineering design and services related to the completion of Plans, Specifications, and Estimates ("PS&E"), drainage facilities, utility and pipeline conflicts, approved traffic control devices, and construction related services for such roadway improvements. Eligible Project Costs shall include any costs necessary for the resolution of utility conflicts created by construction of Project elements and similar facilities proposed to be part of the Project. Eligible Project Costs shall exclude all costs related to the design and construction of landscaping; irrigation; lighting; reconstruction of utilities, except utility conflicts created by the construction of Project elements; and design and construction costs of upgrades to eligible Project components and similar facilities requested by the City to be included in the Project. As of October 2, 2023, the Eligible Project Costs are estimated at 1,687,452.31, which consists of the engineering fees ("Payments to Engineer") identified in **Exhibit A**; and the costs identified in the document titled "*Opinion of Probable Construction Cost*", dated Oct. 2, 2023 and attached as **Exhibit C**. The Parties acknowledge and agree that the Eligible Project Costs for the Project will most likely be revised as City works with the design engineer for the Project.

Section 4. Incorporation of Recitals. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

Section 5. County's Rights and Obligations.

- A. County shall have the right to review final design plans and thereafter approve such plans prior to the City's initiation of bidding for the Project. Thereafter, County shall have the right to review the bids and approve of the City's proposed award to a bidder, prior to the City's award of a contract to a bidder.
- B. During work on the Project, County shall have the right to review all documents, maps, plats, records, photographs, reports, and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, County shall not interfere with the work in progress. County may provide notice of any deficiencies to the City Manager, which shall be writing. City shall promptly address such deficiencies. County agrees that City is the contracted Party and County shall not provide any direction to the consultant or the contractor, except with concurrence of the City Manager.
- C. County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County shall be promptly addressed by City.
- D. Subject to any changes agreed to by the Parties as to scope and/or costs,

County's sole obligation under this Agreement is to provide funding for the Eligible Project Costs to the City as specified in this Section. County agrees to pay City an amount equal to the lesser of the following:

- i) Fifty percent (50%) of Eligible Project Costs; or
- ii) \$850,000.00.

Following City's and County's final approval of the Project and Eligible Project Costs, the Parties will approve a process as to how payments are processed between the Parties. For example, the City may agree to pay all bills and then seek reimbursement of ½ of each payment from the County following the City's submission of an invoice and other evidence as required by the County.

- E. County is not obligated to expend any further funds above \$850,000.00 on the Project nor shall County's share of the Project exceed fifty percent (50%) of the Eligible Project Costs or exceed the amount contributed by the City, and an amount contributed by the City may include grants obtained by the City for the Project, City bond funds, City General Fund revenues, gifts to the City for the Project, and similar sources providing funding to the City for the Project.
- F. Should City fail to initiate Project design or construction by the dates provided below, or elect to forego construction for any reason, County shall have, within its sole discretion to exercise, the right to re-allocate its contribution as it determines appropriate.

Section 6. City's Rights and Obligations.

- A. City is responsible for managing the design, overseeing the construction and completion of the Project, and complying with the applicable state and federal laws. In addition, City shall seek County's written consent prior to both accepting the final design for the Project and initiating the bidding process.
- B. City agrees to initiate design of the Project no later than one-year (365 days) after approval of this Agreement by both City Council and the Commissioners Court.
- C. City agrees to initiate construction of the Project no later than sixty (60) business days after bid opening.
- D. In the event City fails to initiate Project design or construction within the time prescribed above, determines the Project lacks feasibility, or for any other reason elects to forego its construction, City shall provide written notice to the County of such failure or its decision to forego construction. This Agreement shall automatically terminate upon City's election to

forego construction of the Project. However, in the case of City's delay in initiating Project design or construction, County shall have the option to proceed with its obligations under this Agreement, notwithstanding such delay.

- E. City shall submit reports to County describing in sufficient detail the progress of the Project. These reports shall be submitted to County at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by City from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as City has reviewed such reports and confirmed accuracy of the contractor's report.
- F. City will submit the plans for the Project to the County Engineer for review. During the work on the Project, the County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.
- G. Upon completion of the Project, but no later than ninety (90) days after final payments to all vendors, City will furnish County with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project as constructed. The County may review City's records regarding this Project.
- H. If, after completion of the Project and City's receipt of the funds as stated in Section 5, there are funds remaining and/or savings from the Project, the City shall return to the County the County's prorated portion of such funds, if any, within thirty (30) days of the County's acceptance of the full accounting required in Section 6.G. above.

Section 7. Liability. City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

Section 8. Maintenance. Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

Section 9. Limit of Appropriation.

- A. Prior to the execution of this Agreement, City has been advised by County, and City clearly understands and agrees, and such understanding and agreement being of the absolute essence to this Agreement, that County intends to make available, and the total maximum funding that City may

become entitled to hereunder and the maximum amount that County will reimburse City hereunder will not exceed and the total maximum amount of fifty percent (50%) of the Eligible Project Costs or \$850,000.00, whichever amount is less, specifically allocated to fully discharge any and all liabilities that may be incurred by County for the Project. This provision is subject to any changes in scope and/or costs as agreed to by the Parties.

- B. Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to and budgeted by that party.

Section 10. Insurance Requirements. City agrees that it will require a contractor's insurance policies to name County as well as City as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

- A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.
- B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).
- C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.
- D. City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases County shall remain an additional insured. City will provide County with proof of insurance within thirty (30) days of City's award of the contract for the Project construction.

Section 11. Assignment. No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

Section 12. No Third Party Beneficiaries. The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

Section 13. Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the

following addresses:

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

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

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

Section 14. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all Parties hereto. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

Section 15. Applicable Law. This Agreement has been made in and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Kerr County, Texas.

Section 16. Execution. This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, and remain in effect until the Project is complete and the obligations under Sections 5 and 6 of this Agreement are fulfilled.

CITY OF KERRVILLE, TEXAS

COUNTY OF KERR, TEXAS

By: Judy Eychner
Judy Eychner, Mayor

By: Rob Kelly
Rob Kelly, County Judge


Date: 10-24-23

Date: 11/13/2023

ATTEST:


Shelley McElhannon, City Secretary

ATTEST:


~~Jody Grinstead, Court Coordinator~~
IAN COLLUM, COUNTY CLERK

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

APPROVED AS TO FORM:


Heather Stebbins, County Attorney

October 3, 2023

City of Kerrville
701 Main Street
Kerrville, Texas 78028

Attn: Mr. Stuart Barron, Director of Public Works

Regarding: 2023 Al Mooney Reconstruction
6S Project No. 2023-004-05

Dear Mr. Barron:

6S Engineering, Inc. is pleased to provide you this proposal to perform professional engineering services for the City of Kerrville ("City"). The project is defined as a rehabilitation and roadway reconstruction project.

PROJECT DESCRIPTION:

6S will provide an engineering design for Al Mooney and Peterson Roadway reconstruction and rehabilitation. The length of the roadway is approximately 3635 FT. The approximate roadway width is currently 17 feet and is anticipated to be widened to 28 ft to accommodate an increase in truck traffic and provide more roadway width with better lines of sight or visibility. Drainage crossings will need to be upgraded as part of the project.

SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

6S will provide design engineering services for the project described above. The scope of work to complete the design includes the following:

- A. Project Start-up- A 6S manager will meet with the City as a preliminary kickoff meeting and visit the site. This segment of the project includes initial budgeting and setup for the project. This item will also include Agency Coordination with the City of Kerrville and the County.
- B. Project Geotechnical (Additional Service)- 6S will utilize Arias Geo-Professionals to provide a maximum of 5 geotechnical bore holes for the project site. Existing soil conditions for the project site will be documented as well as the development of a potential pavement section for the project. This will also include a recommendation for two sections that are to be rehabilitated with cement and emulsion treatment.
- C. Project Survey (Additional Service)- 6S will utilize Sur-Gis of Texas to provide basic survey services for the project. Benchmarks will be placed and documented with a signed control sheet in the plans. Cross sections will be provided at 100 ft intervals with approximately 4 drainage structures being located.

D. Utility Coordination- 6S will coordinate with the City to gather water and sewer as-built data or block maps for the immediate location. If sewer, water, or electrical lines are documented in the crossing location they will be shown on the plan view sheets. Water and sewer design are not anticipated as part of the project scope. There are apparent dry utilities within the right-of way.

E. Plan Development- 6S will develop a plan set that includes the following sheets:

- Cover Sheet (1 Sheet)
- General Construction notes and special notes (1 Sheet)
- Existing Roadway Section and Proposed Typical Section and project quantities (1 sheet)
- Plan Sheets (10 Sheets) – Plan sheets will be double banked and will have a plan view with an aerial image. These sheets will include a centerline stationing offset from a stationary point. 11"x17" sheets
- Special Detail Sheets (1 Sheet) – It is anticipated that only one special detail sheet will be necessary.
- SW3P- Stormwater Pollution Prevention – (1 Sheet) EPIC narrative Sheet. BMP measures will be indicated on the plan sheets.
- Drainage Design Sheet - 6S will visit the project site and coordinate with the city to view areas that may currently be ponding. 6S will develop a drainage area sheet and will size the culverts. The areas may be low water crossings and are anticipated to remain the same but may have some increased pipe sizes depending on flows. The current opinion of construction cost only accounts for reinforced concrete pipe of equal size to existing.

E. Front end bidding documents, general conditions and special project specifications will be provided for select items as deemed necessary by the Engineer.

F. Traffic Control Plans- 6S will provide one traffic control and project phasing sheet. TxDOT typical detail sheets will be used to support the traffic control plan sheets. Sections of the roadway may need to be shut down completely. Other access is available along Peterson Roadway.

G. Opinions of Probable Construction Cost – Opinions of Probable construction cost will be estimated at 60% and Final Design. These will be based on experience and using regional bid unit prices and quantities from agencies such as TxDOT and other local government area bids.

QA/QC:

6S will provide a Quality Assurance/Quality Control review on the project prior to final plan reproduction.

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60% and Final Design Submittal:

6S will provide one (1) 22"x34" hard copy plan set at 60% review along with a pdf file. At final design 6S will provide (2) hard copy sets at 22"x34" and a pdf file for review. The 6S Project manager will attend a City review meeting at each phase of design and provide revisions to comments.

Final Plans & Contract Documents:

6S will Provide (1) one 22"x34" sealed plan set and one (1) PDF copy to the City along with the front end documents and specifications.

Public Meetings:

Not Anticipated

Bid Phase Services (Additional Service)

6S will prepare the advertisement of the bid for the City.

Prepare and provide complete sets of the bid package, including plans, specifications, and instructions to bidders, general provisions, and bid proposal as documentation for the City to advertise for bids for construction. Plans will be available on CIVCAST FOR BIDDING

Attend pre-bid conference and prepare necessary addenda to provide clarification and interpretation to bidders.

Complete a bid tabulation and analysis of bids and furnish a recommendation on the award of the construction contract.

Construction Administration Services (Additional Service)

Attend the Pre-Construction conference with the representatives of the interested City departments and the contractor. Prepare a summary record of the Pre-Construction conference as scheduled by the City.

Attend bi-weekly construction meetings (once every 2 weeks) to discuss job progress, revisions, plan clarification and coordination. Sub-consultants shall be included as attendees as necessary in these meetings. 6S will prepare summary record to be distributed to all attendees after review by the City.

6S will visit the site to observe as an experienced and qualified design professional the progress and quality of the executed work, and to determine in general if the work is proceeding in accordance with the plans and specifications. During such visits and on the basis of on-site observations, 6S shall consult and advise the City during construction, and submit monthly reports to the City relating to such visits. 6S shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work; 6S shall not be responsible for the means, methods, techniques, sequences or

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procedures of construction selected by the contractor or the safety precautions and programs incident to the work of the contractor. 6S's efforts will be directed towards providing 6S's best judgment to the City that the completed project will conform to the plans and specifications. 6S shall not be responsible for the failure of the contractor to perform the construction work in accordance with plans and specifications and the contractor's contract; however, 6S shall report to the City any deficiencies in the work actually observed by 6S. During such visits and on the basis of on-going observations, 6S shall consult and advise the City during construction.

After contractor's approval, 6S shall review and take appropriate action (approve with modifications, reject, etc.) upon the contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to minimize delay. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Review monthly estimates and recommend approval or other appropriate action on estimates submitted by the contractor.

Develop, at the request of the City, any changes, alterations or modifications to the project that appear to be advisable and feasible and in the best interest of the City. Routine changes made during construction (change orders/field alterations) that are within the original scope of the project will be made at no additional cost to the City. Such alterations shall appear on or be attached to the City's form "Field Alteration Request". At the direction of the City, 6S shall obtain the contractor's price of the proposed alteration prior to submitting it to the City for its approval.

Perform in company with the City representative(s) a "conditional approval" and a "Final" inspection of the project to observe any apparent defects in the completed construction with regard to conformance with design concept and intent of the contract documents. Assist the City in consultation and discussions with contractor(s) concerning such deficiencies, and make recommendations as a replacement or correction of the defective work.

After completion of the work, and before final payment to the contractor, the City shall receive from the contractor two (2) sets of "Record Drawings". 6S, after receiving the information, shall transfer the information to AutoCAD files (CD's) compatible to Microstation showing all items of work actually installed in the project (hereinafter called "Plan of Record") for the City's permanent file. 6S shall not be held liable for the information supplied by the contractor and/or City representative.

The City will require the contractor to submit to 6S who shall review and deliver to the City, manufacturer's warranties or bonds on materials and equipment incorporated in the project for which such warranties or bonds were required by the specifications.

Prepare the "Final Field Alteration" recapitulations (over and under) of the project in conjunction with the final request for payment.

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Term of Construction Phase Service (estimated not to exceed 8 months). Additional Services will be necessary after this period.

Exclusions:

- Traffic Impact Analysis
- Bridge design
- Profile design
- Profile views and vertical design for the roadway section.
- Sewer and Water design
- Utility Design
- ADA Review
- Obelisk Design and Construction/Entry Monument on Al Mooney

OWNER'S RESPONSIBILITIES:

City shall coordinate with Engineer and provide engineer with As-Built documentation for existing sanitary sewer, water mains, and other City services in the project area.

PERIOD OF DESIGN SERVICE:

5 months from authorization

PAYMENTS TO ENGINEER:

6S Engineering Group proposes the following lump sum fees for the above referenced services:

BASIC SERVICES

Project Start-up	\$1,852.00
Utility Coordination:	\$1,124.00
Plan Development 30%:	\$58,466.00
Plan Development 60%	\$47,356.00
Plan Development FINAL.....	\$32,946.00
Drainage Area Map Sheet	\$8,768.00
Drainage Detail Sheet	\$1,836.00
Front End Documents & Specifications:	\$3,816.00
Traffic Control Phasing Plans:.....	\$2,798.00
Opinions of Construction Cost:	\$1,906.00
QA/QC:.....	\$1,910.00
Bid Phase	\$2,948.00
Base Service Fee (Lump Sum):.....	\$165,726.00

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Mr. Stuart Barron
City of Kerrville
October 3, 2023
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ADDITIONAL SERVICES

Geotechnical Engineering (Arias): \$12,300.00
Survey Services (SUR-Gis) \$15,930.00
Survey Field Topo Check \$1,242.00
Construction Phase \$20,064.00
Mileage and Expenses \$1,200.00

Additional Service Fee (Lump Sum): \$50,736.00

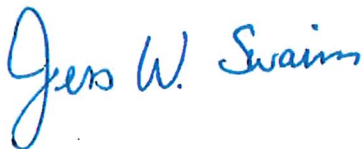
Total Project Cost (Lump Sum): \$216,462.00

Invoicing will occur monthly on a percent complete basis. The attached Terms & Conditions (Attachment "A") are a part of this agreement.

If this proposal is acceptable to you, please indicate by signing in the space provided below and return the original to this office. If you have any questions, please call our office. We appreciate the opportunity to submit this proposal and look forward to being of service.

Signature of this professional services agreement is understood to constitute authorization to proceed as of the date signed by the client.

Sincerely,



Jess W. Swaim, P.E.
Vice President

ACCEPTED:

Signature: _____

Name: _____

Title: _____

Date: _____

Contract No. 2023-137

6S Engineering, Inc.
Attachment "A" – Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as express authorization by CLIENT for 6S to proceed with the work, unless otherwise provided for in the Agreement.

2. USE OF DOCUMENTS

All documents produced by 6S under this Agreement shall be considered "Instruments of Service" for which 6S retains the copyright. Notwithstanding the foregoing, 6S grants to CLIENT a nonexclusive license to reproduce such Instruments of Service for the completion of the Project, provided that CLIENT complies with all obligations, including prompt payment of all sums when due, under this Agreement. ~~Should CLIENT use any documents in circumstances in which 6S is no longer involved in the Project, the CLIENT shall defend and indemnify 6S on account of any such use and any claims made arising out of any modifications or changes to any such documents.~~

Unless specifically provided for in the Agreement, files in electronic media will not be transmitted. Files in electronic media format of text, data, graphics, or other types, if any, will be furnished by 6S only for convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3. STANDARD OF CARE

6S shall use the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Where construction phase services are included, it is understood that the proposed services specifically exclude any review of the Contractor's means and methods of construction and safety procedures. The means, methods and safety procedures will remain the sole responsibility of the Contractor and 6S shall have no liability or obligation with respect thereto.

4. COST ESTIMATES

Any cost estimates provided by 6S will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, 6S cannot and does not warrant that 6S or ultimate construction costs will not vary from these cost estimates.

5. PAYMENT TO 6S

Monthly invoices will be issued by 6S for all work performed under the terms of this Agreement. Invoices are due and payable in full on receipt. Interest at the rate of 1.5% per month will be charged on all past-due amounts (45 days after invoice date), unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. No retainage will be withheld from payment.

6. DIRECT EXPENSES

Certain expenses incurred by 6S in performing this assignment will be billed to the CLIENT at direct cost. These include regulatory fees, reproduction costs, travel expenses when traveling outside 6S's local office and adjacent counties, including meals, lodging, use of automobile at the current IRS approved rate and airline fares. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by 6S.

7. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for 6S's administrative costs, as provided for in this Agreement.

8. ADDITIONAL SERVICES

Services in addition to those specified in Scope will be provided by 6S if authorized by CLIENT. Additional services will be paid by CLIENT as provided for in this Agreement.

9. SALES TAX

In accordance with the State Sales Tax Codes, certain professional and surveying services are taxable. Applicable sales tax is not included in the proposed fee. Sales tax at the applicable rate will be indicated on invoice statements and shall become part of the amount due and payable pursuant to the Agreement. *gjs*

10. SUSPENSION/TERMINATION

When invoices are delinquent for more than forty-five (45) days, CLIENT will be considered in breach of this Agreement and all services may be suspended. 6S shall not be responsible for delays in the Project caused by such suspension. Either CLIENT or 6S may terminate this Agreement by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay 6S in full for all work previously authorized and performed prior to effective date of termination or receipt of such notice, whichever is later. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. *gjs*

11. LIMITATION OF LIABILITY

6S's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fees earned under this Agreement.

To the fullest extent permitted by law, neither Company, nor the Consultant, nor their sub-consultants, if any, nor their respective affiliates shall be liable for any special, indirect, consequential, incidental, punitive or exemplary damages (extraordinary damages), whether or not foreseeable, arising out of or in connection with this Agreement, regardless of whether liability is based on breach of contract, breach of warranty, tort (including negligence and strict liability) or any other basis of liability. *gjs*

12. MEDIATION

All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or the breach thereof may be decided by mediation. Either CLIENT or 6S may initiate a request for such mediation, but consent of the other party to such procedure shall be mandatory. No mediation arising out of, or relating to this Agreement may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Agreement. *gjs*

13. LITIGATION

This Agreement shall be construed under and in accordance with the internal law, and not the law of conflicts, of the State of Texas. In the event legal action is brought by CLIENT or 6S against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, revised July 1999, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-5263.

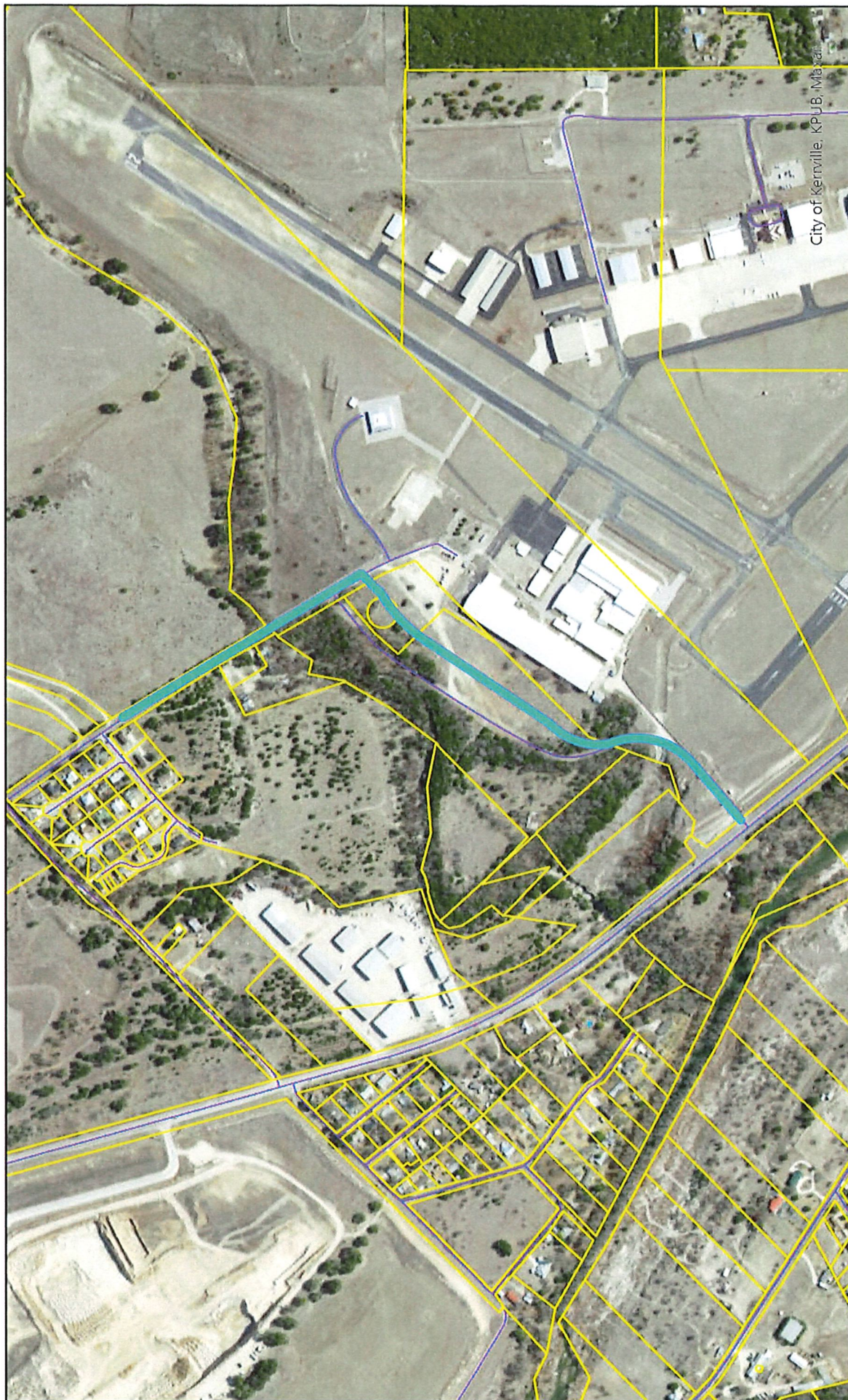
15. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal or invalid, the enforceability of the remaining provisions contained herein shall not be impaired thereby and the provision which is determined to be illegal or invalid shall be replaced by a legal and valid provision which reflects the expressed intent of the parties to the maximum extent allowed by applicable law. *gjs*

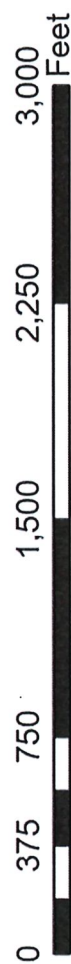
Rev. July 2017

Contract No. 2023-137

Proposed Upgrades to Al Mooney and Peterson Farm Road



City of Kernville, KPUB, Map 2023-137



AL MOONEY/PETERSON/NEW HIGH SECTION		L=3632 FT	WE=17	WP=28	
ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES	UNIT	UNIT BID PRICE	EXTENDED AMOUNT
100 2001	PREPARING ROW	36	STA	\$ 400.00	\$ 14,400.00
110.0	EXCAVATION (ROADWAY)	2600	CY	\$ 18.00	\$ 46,800.00
132.0	EMBANKMENT	750	CY	\$ 15.00	\$ 11,250.00
150 6003	BLADING/HAUL OFF	7200	LF	\$ 4.00	\$ 28,800.00
500 2001	MOBILIZATION	1	LS	\$ 80,000.00	\$ 80,000.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	8	MO	\$ 4,500.00	\$ 36,000.00
644 6078	REMOVE SM RD SN	3	LS	\$ 200.00	\$ 600.00
644 6080	REPLACE SM RD SN	3	LS	\$ 350.00	\$ 1,050.00
SP1	RECLAMATION/EMULSION TREATMENT 6"	6707	SY	\$ 5.25	\$ 35,211.75
SP2	EMULSION INTEGRATION 6" (2.3 gal/SY)	15426	GAL	\$ 5.50	\$ 84,843.00
SP3	TENSAR TX5 GEOGRID	11300	SY	\$ 5.25	\$ 59,325.00
SP4	FLEX BASE COMPACTED IN PLACE 6"	6763	SY	\$ 17.00	\$ 114,971.00
SP5	FLEX BASE COMPACTED IN PLACE 10"	4977	SY	\$ 19.00	\$ 94,563.00
SP SPEC	INSURANCE AND BOND	1	LS	\$ 7,000.00	\$ 7,000.00
202	PRIME COAT	2825	GAL	\$ 6.50	\$ 18,362.50
205	TYPE D ASPHALT (2" COMPACTED IN PLACE)	11324	SY	\$ 24.00	\$ 271,776.00
SP SPEC	REMOVE AND REPLACE MAILBOXES	3	EA	\$ 180.00	\$ 540.00
SP SPEC	CULVERT UPGRADE with HEADWALL (D)	1	LS	\$ 15,000.00	\$ 15,000.00
SP SPEC	CULVERT UPGRADE with HEADWALL (E)	1	LS	\$ 15,000.00	\$ 15,000.00
SP SPEC	CULVERT UPGRADE with HEADWALL (F) (2-@36")	1	LS	\$ 40,000.00	\$ 40,000.00
SP SPEC	CULVERT UPGRADE with HEADWALL (G) (1-@24")	1	LS	\$ 24,000.00	\$ 24,000.00
SP SPEC	CULVERT UPGRADE with HEADWALL (H) (2-@42")	1	LS	\$ 50,000.00	\$ 50,000.00
SP SPEC	GUARDRAIL	360	LF	\$ 220.00	\$ 79,200.00
SP SPEC	ROW CLEARING (MULCHING)	1	LS	\$ 25,000.00	\$ 25,000.00
SP SPEC	LIMESTONE BLOCKS (Natural Retaining Wall)	30	EA	\$ 520.00	\$ 15,600.00
SP SPEC	ENTRY MONUMENT	1	EA	\$ 7,500.00	\$ 7,500.00
		CONSTRUCTION TOTAL (BASE BID)			\$1,176,792.25
		CONTINGENCY (25%)			\$294,198.06
		CONSTRUCTION TOTAL (BASE BID)			\$1,470,990.31

** CONFLICTS/OBSTACLES - ENTRY MONUMENT GATES

Cost estimates were prepared on the basis of experience and judgment, utilizing historical bid costs for similar work if available. Actual bids and ultimate construction costs may vary based on market conditions, inflation, and unforeseen field conditions. The final determination of construction cost is made through the bidding process with contractor(s).

Contract No. 2023-137



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

SUBJECT: City Council workshop minutes April 09, 2024.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: February 9, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

City Council workshop minutes April 09, 2024 at 4:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240423_Minutes CC workshop 4-09-24.pdf](#)

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

**APRIL 09, 2024 4:30 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On April 09, 2024 at 4:30 p.m., the City Council workshop was called to order by Mayor Judy Eychner at City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

Dalton Rice, City Manager
Mike Hayes, City Attorney
Kim Meisner, Asst City Manager
Michael Hornes, Asst City Manager
Shelley McElhannon, City Secretary
David Barrera, Director of Utilities
Stuart Barron, Executive Director

Julie Behrens, Director of Finance
Jacob Bogusch, Finance Compliance
Stefanie Daily, Executive Assistant
Guillermo Garcia, Executive Director
Eric Maloney, Fire Chief
Trina Rodriguez, Asst Director Finance
Charvy Tork, Director IT

VISITOR(S) PRESENT:

Josh Holden, Byrne Construction
Joel Kokomor, Freese & Nichols Inc

1. **PUBLIC COMMENT:** None.

2. **INFORMATION AND DISCUSSION:**

2A. Public Safety Facility Update.

Michael Hornes, Dalton Rice, Chief Maloney, Joel Kokomor, and Josh Holden provided information and responded to questions.

City Council agreed to consider a design-build amendment at the April 23, 2024 City Council meeting.

2B. Presentation of proposed long-range asset replacement plan.

Julie Behrens and David Barrera provided information and responded to questions.

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

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

ADJOURN. The workshop adjourned at 5:40 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes April 09, 2024.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: February 9, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

City Council meeting minutes April 09, 2024 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240423_Minutes CC meeting 4-09-24 6pm.pdf](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
APRIL 09, 2024 6:00 PM**

On April 09, 2024 at 6:00 p.m., Mayor Judy Eychner called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street.

Mayor Eychner recognized and honored Chief Eric Maloney and Chief Chris McCall for leading the planning, coordination, and project fulfillment of the Eclipse Event.

Councilmember Joe Herring, Jr. provided the invocation and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

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

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
Mike Hayes, City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
Stuart Barron, Executive Director
Julie Behrens, Director of Finance
Jacob Bogusch, Finance Compliance
Stuart Cunyus, Public Information Officer
Guillermo Garcia, Executive Director

Maya Johnson, Human Resource Manager
Yessenia Luna, Municipal Court Coordinator
Eric Maloney, Fire Chief
Chris McCall, Chief of Police
Drew Paxton, Planning Director
Mary Pierce, Human Resource Analyst
Rebecca Priess, Human Resource Asst
Trina Rodriguez, Asst Director Finance
Charvy Tork, Director of IT

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

Katharine Boyette, Community Arts Program Director with KCVB
Marisa Bruno, Water Program Manager with the Hill Country Alliance
Natalie Haskett, Gallagher Consulting Services
Steve Schulte, MacDonalds Corporation representative

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Community announcements provided by Stuart Cunyus.

2. PRESENTATION(S):

2A. Recognition of "Kerrville Runs on Water" – Water Alliance/Art Committee, and the 1st and 2nd place Painting Contest winners from local elementary schools.

Mayor Eychner introduced Marisa Bruno and Katherine Boyette, who provided information regarding "Kerrville Runs on Water" and the 1st and 2nd place Painting Contest winner from local schools: Isabel Venegas, Azur Anderson, Matlyn Goodwin, Daron Dang, and Belinda Burchell.

2B. Proclamation recognizing April as Fair Housing month in Kerrville, Texas.

This proclamation will be presented at the April 23, 2024 City Council meeting.

2C. Recognition of City of Kerrville for receiving the designation as 2023 U.S. Best in Class Employer by Gallagher Consulting Services.

Natalie Haskett presented Mayor Eychner, along with Micheal Hornes, Kim Meismer, Dalton Rice, and Human Resource personnel Maya Johnson, Mary Pierce, and Rebecca Priess the Gallagher Consulting Services 2023 U.S. Best in Class Employer recognition.

3. VISITORS FORUM:

The following person(s) spoke:

- Danny Almond
- George Baroody
- Glenn Andrews

4. CONSENT AGENDA:

Mayor Eychner made a motion to accept the Consent Agenda as presented, seconded by Councilmember Brenda Hughes. The motion passed 5-0.

4A. General Contract – Small Project for the purchase and installation of security cameras for City Hall and the Parking Garage from A3 Communications through BuyBoard, a Local Government Purchasing Cooperative, in an amount not to exceed \$78,992.26.

4B. Interlocal Cooperation Contract (for) Failure to Appear Program with the Department of Public Safety, State of Texas (DPS).

4C. City Council workshop minutes March 26, 2024.

4D. City Council meeting minutes March 26, 2024.

END OF CONSENT AGENDA.

5. ORDINANCE(S), SECOND READING:

5A. Ordinance No. 2024-06, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, which adopted zoning regulations, use districts, and a zoning map in accordance with the City's Comprehensive Plan, such Chapter more commonly known as the City's Zoning Code; by changing the zoning and classification of the property consisting of an approximate 86.71 acre tract out of the W.T. Crook Survey No. 71, Abstract No. 114, Kerr County, Texas, and more commonly known as 300 Peterson Farm Rd; from being a Planned Development District established by Ordinance No. 2010-03, to an Industrial and Manufacturing Zoning District (IM): providing a cumulative clause; providing for severability; providing an effective date; ordering publication; and providing other matters relating to the subject.

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

Councilmember Herring made a motion to adopt Ordinance No. 2024-06 on second reading, seconded by Councilmember Hughes. The motion passed 4-1 with Mayor Eychner, Councilmember Jeff Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Roman Garcia opposed.

5B. Ordinance No. 2024-07, second reading. An Ordinance amending the City of Kerrville fee schedule by adopting a revised fee to be charged for each solicitation permit.

Shelley McElhannon read Ordinance No. 2024-07 caption into record.

Councilmember Harris made a motion to approve Ordinance No. 2024-07 second reading, seconded by Councilmember Herring. The motion passed 4-1 with Mayor Eychner, Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

6. PUBLIC HEARING AND ORDINANCE(S), FIRST READING:

6A. Ordinance No. 2024-10. An Ordinance vacating abandoning, and closing all right, title, and interest in a segment of a public right-of-way known as Knapp Rd; this segment of Knapp Rd is located south of the Guadalupe river, consists of an approximate .744 acres, and extends across Lots 13, 902, and 903 of The Landing Subdivision, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the Plat in File No. 19-05337, Plat records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

Shelley McElhannon read Ordinance No. 2024-10 caption into record.

Drew Paxton provided information and responded to questions.

Mayor Eychner opened the public hearing at 6:52 p.m.

The following person(s) spoke:

- Bonnie Johnson
- George Baroody
- Nuriddin Kalam (declined to speak)
- Steve Schulte

Drew Paxton provided clarification.

- Bonnie Johnson
- Barbara Dewell-Ferguson

Drew Paxton and Steve Schulte provided clarification.

- Susan Corey

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

Councilmember Herring made a motion to adopt Ordinance No. 2024-10 on first reading with a caveat that the MacDonalds Company and Knapp Road Homeowners get together and discuss the issues and come to an agreement before the second reading of the Ordinance, seconded by Councilmember Hughes. The motion passed 4-1 with Mayor Eychner, Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

The following person(s) spoke:

- Mr. Johnson

7. ORDINANCE(S), FIRST READING:

7A. Ordinance No. 2024-08. An Ordinance amending Chapter 18 "Animals" of the Code of Ordinances, City of Kerrville, Texas by revising and replacing said Chapter in its entirety; the new Chapter includes regulations pertaining to the care, custody, and control of domesticated animals, seizure and impoundment under specific situations, required rabies vaccinations, and enforcement and penalties; repealing all Ordinances or parts of Ordinances in conflict herewith; ordering publication; providing and effective date; and providing other matters related to the subject.

Shelley McElhannon read Ordinance No. 2024-08 caption into record.

Mike Hayes provided information and responded to questions.

The following person(s) spoke:

- George Baroody

Mike Hayes provided clarification.

- Jennifer Houghton

Councilmember Hughes made a motion to adopt Ordinance No. 2024-08 on first reading, seconded by Councilmember Herring. The motion passed 5-0.

7B. Ordinance No. 2024-09. An Ordinance amending the City's Fiscal Year 2024 Budget to account for increased revenues, a merger of City funds, a multiyear Public Works project, and a mid-year cost of living and adjustment for all City employees.

Shelley McElhannon read Ordinance No. 2024-09 caption into record.

Julie Behrens and Dalton Rice provided information and responded to questions.

Councilmember Herring made a motion to adopt Ordinance No. 2024-09 on first reading, seconded by Councilmember Harris. The motion passed 5-0.

8. CONSIDERATION AND POSSIBLE ACTION:

8A. Resolution No. 11-2024. A Resolution authorized by Section 418.108(B) of the Texas Government Code extending the Mayor's Declaration of Disaster regarding the Eclipse Event issued on April 4, 2024.

Shelley McElhannon read Resolution No. 11-2024 caption into record.

Dalton Rice provided information.

No action taken by City Council. Resolution No. 11-2024 was not voted on nor approved. The Declaration of Disaster will expire Thursday, April 11, 2024.

8B. Resolution No. 10-2024. A Resolution authorizing the City's continued membership in the Atmos Cities Steering Committee (ACSC); and authorizing the City's payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

Shelley McElhannon read Resolution No. 10-2024 caption into record.

Mike Hayes provided information.

Councilmember Hughes made a motion to approve Resolution No. 10-2024, seconded by Councilmember Herring. The motion passed 5-0.

8C. Update regarding City's discussions with Headwater Groundwater Conservation District.

Shelley McElhannon read item 8C caption into record.

Stuart Barron provided information and responded to questions.

8D. Memorandum of Understanding with Guadalupe River Center, Inc.

Shelley McElhannon read item 8D caption into record.

Dalton Rice provided information and responded to questions.

The following person(s) spoke:

- Layng Guerriero
 - Barbara Dewell-Ferguson
- Dalton Rice provided clarification.
- Peter Lewis
 - Peggy McKay
 - Celeste Hamman
 - John Anderson
 - Bill Rector

Councilmember Herring made a motion to authorize the City Manager to finalize and execute the Memorandum of Understanding, seconded by Councilmember Harris. The motion passed 4-1 with Mayor Eychner, Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

9. BOARD APPOINTMENTS:

9A. Appointment(s) to the Main Street Advisory Board.

Councilmember Garcia made a motion to appoint Jimmy Mullins as a member. Mayor Eychner called for a second, with no second forthcoming. Motion died for lack of second.

Mayor Eychner made a motion to appoint Delayne Sigerman as a member, seconded by Councilmember Hughes. The motion passed 4-1 with Mayor Eychner, Councilmember Harris, Councilmember Herring, and Councilmember Hughes voting in favor, and Councilmember Garcia opposed.

10. EXECUTIVE SESSION: Executive Session not called nor convened.

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

12. ITEM(S) FOR FUTURE AGENDAS: None.

ADJOURN. The meeting adjourned at 8:44 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Judy Eychner, Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2024-08, second reading. An Ordinance amending Chapter 18 "Animals" of the Code of Ordinances, City of Kerrville, Texas, by revising and replacing said Chapter in its entirety; the new Chapter includes regulations pertaining to the care, custody, and control of domesticated animals, seizure and impoundment under specific situations, required rabies vaccinations, and enforcement and penalties; repealing all Ordinances or parts of Ordinances in conflict herewith; ordering publication; providing an effective date; and providing other matters related to the subject.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Mike Hayes, City Attorney

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

In October 2023, City Council appointed the Animal Regulations Review Committee ("ARRC"). Council charged the ARRC with reviewing Chapter 18 within the City's Code of Ordinances. On Wednesday October 25, 2023, the Animal Regulations Review Committee held its first meeting. Since October, the ARRC met 9 times and made a presentation to Council on March 26, 2024 as to its recommendations and changes to the City's animal regulations. By revising and replacing said Chapter in its entirety; the new Chapter includes regulations pertaining to the care, custody, and control of domesticated animals, seizure and impoundment under specific situations, required rabies vaccinations, and enforcement and penalties; repealing all Ordinances or parts of Ordinances in conflict with the changes contained in the presented amendment. On April 09, 2024 City Council unanimously approved Ordinance No. 2024-08 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-08 on second reading.

ATTACHMENTS:

[20240423_Ord 2024-08 Animals Ordinance 2reading.pdf](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-08**

AN ORDINANCE AMENDING CHAPTER 18 “ANIMALS” OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS, BY REVISING AND REPLACING SAID CHAPTER IN ITS ENTIRETY; THE NEW CHAPTER INCLUDES REGULATIONS PERTAINING TO THE CARE, CUSTODY, AND CONTROL OF DOMESTICATED ANIMALS, SEIZURE AND IMPOUNDMENT UNDER SPECIFIC SITUATIONS, REQUIRED RABIES VACCINATIONS, AND ENFORCEMENT AND PENALTIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; ORDERING PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, the City of Kerrville, Texas, has a number of animal related regulations that originated decades ago, many of which are badly out of date, are in need of clarification, and/or do not comply with state law or modern animal control and veterinary practices; and

WHEREAS, the Texas legislature has made a number of changes to regulations relating to dangerous dogs and animal care and cruelty, which has also served to make some of the City’s ordinances out of date; and

WHEREAS, on October 10, 2023, City Council adopted Resolution No. 35-2023, which created an ad hoc Animal Regulations Review Committee (“Committee”), to review and consider recommendations as to the City’s regulations and policies with respect to the control, care, and keeping of animals; and

WHEREAS, the Committee, which included persons with interests in animal welfare and a representative from Kerr County, met 9 times and reached a consensus on the proposed ordinance provided here; and

WHEREAS, the City’s code enforcement officers, Police Chief, Municipal Court Clerk, and others also provided input on obstacles to enforcement of regulations and control of animals and requested clarifications and modifications to the City’s existing regulations to enable them to be more effective at serving the citizens and animals of Kerrville; and

WHEREAS, as the City continues growing, it is beneficial to all to have continuity of regulations when practical and prudent in order to make it easier for citizens to comply with the City’s regulations; and

WHEREAS, the City is adopting an ordinance in accordance with the authority granted under Texas Health and Safety Code Section 822.0422; and

WHEREAS, due to several important reasons and conditions, not the least of which is Kerr County's facilities, staffing, and expertise, City staff recommends the regulations provided herein and looks forward to continuing its work with the County's Animal Control Services and other community partners in ways to reduce the number of loose, hazardous, and unwanted animals within Kerrville and the surrounding area; and

WHEREAS, City Council has determined that it is in the best interests of the citizens of Kerrville to ensure effective and efficient enforcement of animal related regulations, and therefore, Chapter 18, Animals, of the City's Code of Ordinances, should be amended as set forth herein; and

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

SECTION ONE. The facts, recitations, and findings contained in the preamble of this Ordinance are found to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION TWO. Chapter 18 "Animals" of the Code of Ordinances of the City of Kerrville, Texas, is repealed and replaced in its entirety with a new Chapter 18, as provided for in **Exhibit A**, which is attached, included herein for all purposes, and hereby adopted.

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

SECTION FOUR. The provisions of this Ordinance are cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are expressly repealed to the extent of any such inconsistency or conflict. Ordinance Nos. 03-15, 06-14, and 14-07 are repealed.

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

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

SECTION SEVEN. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7 of the Code of Ordinances of the City of Kerrville, Texas.

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

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

PASSED AND APPROVED ON FIRST READING, this the 09 day of April A.D., 2024.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

EXHIBIT A

Chapter 18 ANIMALS *ARTICLE I. IN GENERAL*

Sec. 18-1. Definitions.

Abandonment means to desert or to leave:

- (1) in an enclosure on private property without care, food, shelter, or a continuous source of clean water for a period of 24 hours or more;
- (2) on private property without the consent of the owner or person with legal right to control the property; or
- (3) on public property without the express written permission of the animal control authority or owner or agent in charge of the property.

Animal means any member of the group of living beings belonging to the subphylum vertebrate, specifically excluding human beings. Animals includes any and all types, both domesticated and wild, male and female, warm and cold blooded.

Animal control authority means the person or persons designated by the City Manager or applicable state law to enforce this chapter, including duly licensed peace officers. The term includes both City employees and the County's Animal Services Department in its role as the "local rabies control authority."

Animal shelter means a facility designated or recognized by the City for the purpose of impounding and caring for animals.

At large means to be free of physical restraint beyond the boundaries of the premises of the owner.

Cat means any member of the family *Felis domestica*.

City means the City of Kerrville, Texas.

City Council means the City Council for the City of Kerrville, Texas.

City Manager means the City Manager or designee for the City of Kerrville, Texas.

Community cat means a feral cat that has been 1) ear-tipped and microchipped, 2) vaccinated, and 3) sterilized through trap-neuter-return.

Community cat caregiver means a person who participates in trap-neuter-return. A community cat caregiver is not considered the owner, caretaker, custodian, harborer, or keeper of a community cat.

Community cat colony means a group of community cats that congregate, more or less, together as a unit and may share a common food source.

County means Kerr County and its authority and responsibilities under state law and the applicable order of the Commissioner Court as the local rabies control authority.

Court means the municipal court of the City of Kerrville, Texas, or a Kerr County justice court.

Coyote hybrid means an animal that is the offspring created by the mating of a coyote with a noncoyote animal, or is shown to be a coyote hybrid by the testimony of a licensed veterinarian or animal control officer, or is represented to be a coyote hybrid by a person who owns or exercises control or custody of said animal.

Currently vaccinated means properly injected with a rabies vaccine licensed for use in the subject species by the United States Department of Agriculture and administered by or under the direct supervision of a licensed veterinarian.

Dangerous dog means a dog that:

- (1) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Dog means any member of the family *Canis familiaris* excluding wolf hybrids which contain any percentage of wolf.

Domestic animal means a tame, gentle animal (including *Felis domestica* and *Canis familiaris*), caged birds, amphibians, fish, reptiles other than poisonous, venomous, or otherwise dangerous reptiles; small caged rodents; and *P. furus* (the common ferret).

Ear-tipping means the removal of the ⅜-inch tip of a cat's ear, performed while the cat is under anesthesia, to identify the cat as being a community cat that has been sterilized and lawfully vaccinated for rabies.

Enclosure means:

- (1) a structure with lockable windows and doors;
- (2) a tether, as defined by this chapter and in compliance with this chapter; or
- (3) a fenced area that is reasonably certain to prevent the animal in question from escaping.

Feral cat means a free-roaming domestic cat which is not owned and is not socialized to people.

Fowl means domesticated animals belonging to the class of Aves including chickens, poultry, game birds, pigeons, or similar whether kept for pleasure or for profit.

Impound means the act of placing an animal in an animal shelter.

Livestock means domestic animals generally used or raised on a farm for profit, work, or pleasure, including cattle, sheep, swine, horses, donkeys, mules, domesticated game animals, and llamas. Livestock does not include mini-pigs.

Mini-pig means any of the domesticated forms of the species *suidae sus scrofa*, under 180 pounds, originating in Southeastern Asia, and having a straight tail, potbelly, swayback, and coat that is black, white, or both.

Neutered means rendered permanently incapable of reproduction. The term neuter is synonymous with spay or sterilize.

Nonprofit animal welfare organization means a nonprofit organization that has as its purpose 1) the prevention of cruelty to animals; or, 2) the sheltering of, caring for, and providing homes for lost, stray, and abandoned animals.

Owner means any person who has a right of property to an animal, keeps or harbors an animal, has an animal in their care, acts as custodian of an animal, or who permits an animal to remain on or about his or her premises.

Person means any individual, firm, corporation, partnership, other business unit, society, association or other legal entity, any public or private institution, the state, or any municipal corporation or political subdivision of the state.

Registration or registered means a tag worn on a collar for identification and annually renewed with the registration authority and/or an implanted registered microchip.

Registration authority means the agency or department designated by the City Manager and charged with registering animals upon confirmation of a rabies vaccination.

Restraint means that an animal is considered under restraint if it is within a secured enclosure, secured by a leash or lead, or under the physical control of a responsible person.

Secured enclosure means a structure that has working locks on doors and windows or a fenced area that meets the following criteria:

- (1) lockable or otherwise capable of preventing the entry of the general public, including children;
- (2) capable of preventing the release or escape of the dog being secured;
- (3) clearly marked as containing a dangerous dog by signs at all entrances; and
- (4) of sufficient height and depth to prevent the dog from climbing out or digging under.

Seize means the act of taking physical possession of an animal.

Serious bodily injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Tether means a chain, rope, leash, cable, or other device that is attached to a stationary object or cable run as a means of restraining an animal.

Trap-neuter-return means a nonlethal approach to feral cat population control where feral cats are humanely trapped, sterilized and vaccinated, ear-tipped and microchipped, and then returned to the location where they were originally trapped or to another community cat colony when authorized under Section 18-32.

Unprovoked attack or acts means an attack or act by a dog which took place even though the person that was attacked did not unreasonably do anything to cause or encourage the attack or act.

Wild animals means all undomesticated animals including lions, tigers, bears, wolves, wolf hybrids, coyote, coyote hybrids, apes, monkeys, foxes, baboons, skunks, raccoons, squirrels, birds of prey, migratory birds, other nondomestic birds, and all forms of poisonous, venomous, or otherwise dangerous reptiles.

Wolf hybrid means a canid that is the offspring created by the mating of a wolf with a nonwolf animal, or is shown to be a wolf hybrid by the testimony of a licensed veterinarian or an animal control officer, or is represented to be a wolf hybrid by a person who owns or exercises control or custody over said animal.

Sec. 18-2. Enforcement.

- (a) It shall be the duty of the animal control authority to carry out all applicable provisions of this chapter and to seize and impound all animals when authorized or required by this chapter.
- (b) Any offense of this chapter is considered a nonculpable offense, unless the section specifically sets out the necessary culpability for the offense. The penalty for a violation of this chapter shall be as set forth in Section 1-7 of this Code.
- (c) It is unlawful for a person to interfere with, hinder, or molest any agent of the animal control authority in the performance of any duty as herein provided. It shall also be unlawful for a person to remove an animal from or inflict damage upon a humane live trap set by the animal control authority.
- (d) It is unlawful for an animal's owner or community cat caregiver to intentionally or knowingly deceive or mislead the animal control authority by statement, action, or omission in order to avoid a penalty, charge, or other consequence under this chapter.
- (e) In any case where one or more animals have been the cause of a substantial number of bona fide nuisance complaints under this chapter from multiple sources, the animal control authority may petition the court to order the removal of the animal(s) from the City limits. A substantial number of nuisance complaints means three or more complaints within the past 12 months. Multiple sources means that there are two or more reporting parties that do not reside at the same address. A complaint is bona fide if made in good faith and is not unfounded, as determined by the animal control authority. If the court orders the animal removed, it must be microchipped (dogs and cats only), registered with the animal control authority, and removed to a permanent location that is greater than 5,000 feet outside the City limits. If an animal that was ordered removed is found within the boundary of 5,000 feet outside the City limits, the City Manager may obtain a seizure warrant from the court, which warrant shall order the humane disposition of such animal in accordance with this chapter.

Sec. 18-3. Seizure and impoundment.

- (a) The animal control authority shall have the power to seize an animal with a warrant or court order if probable cause is present to believe one of the following conditions exists:
 - (1) An animal is found at large and/or has been abandoned.
 - (2) An animal is exhibiting symptoms of rabies, has been exposed to a rabid animal, or has bitten or scratched a human being.
 - (3) The animal is a dog that has caused the death or serious bodily injury of a person or otherwise meets the definition of a dangerous dog as defined in this chapter.
 - (4) An animal is being treated cruelly in violation of this chapter or state law.
 - (5) The animal control authority is authorized to seize the animal based on, or pursuant to, this chapter or other state law.
- (b) The animal control authority shall have the power to seize an animal without a warrant or court order if probable cause is present to believe one of the conditions listed in (a)(1)-(5) exists and under the following conditions:
 - (1) On public property, in all cases;
 - (2) On private property if:
 - a. The consent of the resident or property owner is obtained;
 - b. The animal control authority is in pursuit of an animal that is at large; or
 - c. The animal control authority reasonably believes there is imminent danger of serious bodily injury or death to the public, other animals, or the animal in question and there is insufficient time to obtain a warrant; and
 - (3) Upon the request of a peace officer if the owner of the animal is not available and there is no one 18 years of age or older to accept responsibility for the animal.
- (c) The animal control authority is authorized to use necessary force to make lawful seizures of animals pursuant to this chapter.

- (d) Any animal that has been seized pursuant to section (a)(2) shall be impounded and quarantined, and disposition of the animal shall only be permitted, as required by Chapter 826 of the Texas Health and Safety Code and Title 25 of the Texas Administrative Code Chapter 169, Subchapter A, as may be amended. The animal control authority shall notify the owner in writing when the animal may be released from quarantine and when the animal must be redeemed to avoid transfer of ownership for adoption or other humane disposition.
- (e) Seizure, impoundment, and disposition of an animal that is being treated cruelly shall be determined in accordance with Chapter 821 of the Texas Health and Safety Code, as may be amended.
- (f) Seizure, impoundment, and disposition of a dog that has caused the death or serious bodily injury of a person, or that meets the definition of dangerous dog, shall be governed by Article III, Division 1 of this chapter.
- (g) Seizure, impoundment, and disposition of livestock that are considered a nuisance shall be governed by Article IV of this chapter.
- (h) The animal control authority shall not release a dog or cat for adoption unless the animal has been sterilized.
- (i) The animal control authority shall not release an animal that has been impounded for a third time as a stray unless the animal has been sterilized.

Sec. 18-4. At large, generally.

- (a) It is unlawful for an animal to be at large within the City. It is an affirmative defense if the animal is a community cat.
- (b) Livestock that are found at large are "estrays" and are governed by Chapter 142, Texas Agriculture Code.
- (c) Animals other than livestock that are found at large may be seized in accordance with this chapter and the animal control authority may exercise the option to serve the owner with a citation, return the animal to the owner, or impound the animal.

Sec. 18-5. Redemption.

The owner of any impounded animal may reclaim same by signing any citations issued for alleged violations of this chapter and paying all impoundment fees, fines and other accrued expenses. If an animal is not redeemed within three days of impoundment and that the animal shelter is open to the public, the animal control

up for adoption or arrange for other humane disposition. If an animal has been previously impounded, the impoundment fee may be raised. A community cat caregiver may reclaim a community cat in the same manner as an owner. A community cat caregiver may only reclaim a feral cat if it is, or will be, ear-tipped, microchipped, vaccinated, and sterilized before being reclaimed.

Sec. 18-6. Humane disposition of unredeemed, impounded animals.

- (a) After the redemption period expires, the animal control authority shall have the authority to order the humane disposition of an animal, either by transfer of ownership or humane euthanasia, at its discretion and in accordance with state law.
- (b) While an animal is in the possession of the animal control authority, under veterinary care ordered by the animal control authority, or in foster care, ownership of the animal will not have transferred. The animal's owner may redeem the animal by complying with the requirements of this chapter, even if the redemption period has expired.
- (c) After the redemption period has expired, the animal control authority may transfer ownership of the animal. When an animal is transferred to a new owner, the prior owner's rights to redeem the animal or otherwise claim ownership are extinguished. Ownership is transferred when a person agrees to adopt an animal or when an organization, or someone acting on the organization's behalf, accepts custody of an animal.

Sec. 18-7. Willfully causing animals to be impounded; release when owner not responsible.

Whenever the animal control authority shall become satisfied that any animal has been willfully released from any enclosure or property by any person other than the animal's owner, the animal control authority shall have the discretion to order such animal so impounded released without cost.

Sec. 18-8. Slaughtering animals.

It is unlawful for a person to maintain any property for the purpose of slaughtering any animal except those establishments authorized to slaughter animals as a governmental entity, under the laws of the state and applicable City ordinances.

Sec. 18-9. Animals biting, scratching or attacking any person.

The owner of any animal that bites, scratches, or attacks any person when the person bitten was not trespassing upon the property of the owner of the animal, shall be guilty of violating this chapter.

Sec. 18-10. Animals creating a nuisance.

- (a) It is unlawful for a person to allow the peace and quiet of neighboring properties to be disturbed by an animal's barking, howling, crowing, or other noise of any kind.
- (b) It is unlawful for a person to allow the peaceable use and enjoyment of neighboring properties to be disturbed by the smell of an animal, its food, its waste, or its enclosure.

Sec. 18-11. Riding animal on sidewalks and streets prohibited.

It is unlawful for a person to ride a horse or mule or any other animal on a public sidewalk or within the public street right-of-way except on the paved shoulder or curb lane of the street right-of-way. It is an affirmative defense that the person has a horse drawn carriage permit or a special event permit issued by the City.

Sec. 18-12. Harboring wild animals.

- (a) It is unlawful for a person to keep or harbor any wild animal within the City except commercial establishments dealing in the sale of these animals, zoos and similar entertainers, and governmental entities, all of which shall have proper facilities for restraint and care of these animals.
- (b) The animal control authority or the local health authority under the Texas Health and Safety Code may set up conditions under which it would be permissible to keep or harbor wild animals in the City on a temporary basis.

Sec. 18-13. Sale of animals.

- (a) It is unlawful for a person to sell, trade, barter, lease, rent, give away, or display for a commercial purpose a live animal outdoors on a roadside, public right of way, or commercial parking lot, or at an outdoor special sale, swap meet, flea market, parking lot sale, or similar event.
- (b) This section does not apply to:

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

ARTICLE II. DOGS AND CATS

Sec. 18-30. Rabies vaccination and registered.

- (a) *Required; exception.* Except as otherwise provided, no person shall own, keep, or harbor any dog or cat over four months of age within the City limits unless such dog or cat is currently vaccinated and registered. The provisions of this section do not apply to animals owned by a licensed research facility or government operated animal shelter.
- (b) *Vaccination by licensed veterinarian.* All dogs and cats shall be vaccinated against rabies by a licensed veterinarian in accordance with Section 826.021, Texas Health and Safety Code.
- (c) *Microchipping.* All dogs and cats shall be microchipped and owners shall thereafter update the microchip company with the current address of the owner.
- (d) *Time limit for registration; exception.* The owner of a dog or cat shall seek registration within 30 days after obtaining a dog or cat over four months of age. This requirement will not apply to a nonresident keeping a dog or cat within the City for no longer than 60 days. New residents must apply for registration within 30 days of establishing residency.
- (e) *Registration period; registration to be attached to collar; transferability; records.* Except as otherwise provided, the registration period shall be for one year. Each applicant shall pay the appropriate fee annually and shall supply all information reasonably requested on forms supplied by the registration authority. Registration furnished by the registration authority shall be of durable material. Registration issued for a dog or cat must be attached to the collar of the animal and must be worn at all times. Registrations are not transferable. A record of all registrations issued shall be maintained by the registration authority; and such records shall be available to the animal control authority if not the same entity. The registration authority shall maintain records for five years.
- (f) *Failure to obtain registration.* A registration shall be issued after payment of the required fee, and a showing of proof of vaccination by a licensed veterinarian. A person who fails to obtain registration for his or her dog or cat as required within the time period specified in this section will be subjected to a delinquent fee.

- (g) *Waiver of registration fee.* Registration fees shall be waived for dogs serving the blind, deaf, or other persons with disabilities as defined by law, or government-owned dogs used for law enforcement. All other registration provisions will apply.
- (h) *Tag required.* It is unlawful for a person to have a dog or cat in their care, custody or control which does not have a current vaccination tag and a license on the dog or cat.
- (i) *Exception.* This section does not apply to community cats with up to date vaccinations.

Sec. 18-31. Nuisances.

- (a) All dogs and cats, excluding community cats, shall be kept under restraint.
- (b) No dog or cat may be allowed to cause a nuisance. The owner of every dog or cat shall be held responsible for every behavior of such dog or cat under the provisions of this article.
- (c) A dog or cat is considered a nuisance if it damages, soils, defiles, or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, dangerous, or offensive conditions; causes a disturbance by excessive barking or other noisemaking; chases vehicles; or molests, attacks, or interferes with persons or other domestic animals on public property.
- (d) It is unlawful for a person to feed feral cats or to provide food for feral cats. It is an affirmative defense if the person is a community cat caregiver maintaining a community cat colony.
- (e) If a community cat colony is the source for a substantial number of nuisance complaints from multiple sources, the affirmative defense under subsection (d) does not apply and the community cat colony must be relocated or the cats claimed by owners and re-homed. A substantial number of nuisance complaints means three or more complaints within the past 12 months. Multiple sources means that there are two or more reporting parties that do not reside at the same address.

Sec. 18-32. Community cats.

- (a) Community cats impounded on a nuisance complaint shall be humanely euthanized after expiration of the redemption period unless a community cat caregiver claims the community cat and agrees and is able to relocate the cat to

another location, in compliance with this chapter. Community cats may be held longer, as space is available in the animal shelter.

- (b) Community cats that bite or scratch a person shall undergo rabies observation or testing, shall be euthanized in accordance with law, and may not be released, including to a community cat caregiver.

Sec. 18-33. Redemption.

- (a) A community cat released to a community cat caregiver may be released without payment of an impoundment fee, unless the community cat was seized pursuant to a nuisance complaint.
- (b) Any dog or cat confined for rabies quarantine, evidence, or other purpose may be redeemed by the owner thereof upon payment of a fee. Disposal of a dog or cat by any method specified herein does not relieve the owner of liability for violations and accrued charges.
- (c) No dog or cat required to be registered or vaccinated under this chapter may be redeemed until arrangements for such registration and vaccination have been made.
- (d) As a condition for redemption, the animal control authority may require a dog or cat, including community cats, to be microchipped and have the microchip registered such that the animal control authority is able to identify the owner or community cat caregiver, as applicable.

Sec. 18-34. Registration fees.

Any and all registration fees required by this chapter shall be set by City Council after direct consultation with the County as to the appropriate fee amounts. The resolution shall also determine the conditions of payment and collection of the required fees.

Sec. 18-35. Over four dogs and/or cats prohibited.

- (a) It is unlawful for a person to harbor, keep, or maintain more than four dogs, cats, or a combination thereof on any property within the City. This section does not apply to a property owned and/or operated by a governmental entity, a nonprofit animal welfare organization, or an animal shelter.
- (b) It is an affirmative defense to a violation of subsection (a) if the dogs or cats are four months of age or younger and are part of a litter that is in the process of being weened.

- (c) It is an affirmative defense to subsection (a) if animals are being fostered for the animal control authority or a nonprofit animal welfare organization, and the care is not otherwise in violation of this chapter or any applicable policy. The animal control authority may waive the permit fee as a part of promotion for adoption or to encourage compliance with this chapter.

ARTICLE III. DANGEROUS DOGS AND INHUMANE TREATMENT

DIVISION 1. DANGEROUS DOGS

Sec. 18-51. Dog causing death or serious bodily injury.

- (a) If the animal control authority has probable cause to believe that a dog has caused the death or serious bodily injury of a person, a sworn complaint shall be filed with the court requesting that a seizure warrant be issued for the dog. Upon a showing of probable cause, the court shall issue the seizure warrant and schedule a hearing not more than ten days from the date the warrant is issued.
- (b) The animal control authority shall execute the seizure warrant and shall impound the dog and provide for its care until disposition is ordered by the court.

Sec. 18-52. Hearing on dog causing death or serious bodily injury.

- (a) Notice of the date, time, and place of the hearing shall be provided to the owner of the dog and the person from whom the dog was seized.
- (b) The purpose of the hearing is to determine, by a preponderance of the evidence, if the dog caused the death or serious bodily injury of a person. Any interested party may present evidence at the hearing.
- (c) If the dog caused the death of a person, the dog shall be ordered humanely euthanized as allowed by law.
- (d) If the dog caused serious bodily injury to a person, the dog shall be ordered humanely euthanized as allowed by law, unless one of the following exceptions applies:
 - (1) the dog was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and:
 - a. the enclosure was reasonably certain to prevent the dog from leaving the enclosure on its own and provided notice of the presence of a dog; and

- b. the injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;
- (2) the dog was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;
- (3) the attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the dog for law enforcement purposes;
- (4) the dog was defending a person from an assault or person's property from damage or theft by the injured person; or
- (5) the injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the dog was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.
- (e) If the dog did not cause the death or serious bodily injury of a person, or if one of the above exceptions is applicable, the dog shall be released to the owner.
- (f) If the dog is ordered humanely euthanized, the court may also order that the owner of the dog pay the costs associated with impoundment and humane disposition of the dog.
- (g) The owner of a dog that causes death or serious bodily injury may waive the hearing and release the dog to the animal control authority for humane euthanasia, and in such case, the animal control authority may waive any fees that would otherwise be charged.

Sec. 18-53. Dangerous dogs.

- (a) If the animal control authority determines that a dog qualifies as a dangerous dog, as defined by this chapter, it shall notify the owner of the dog in writing.
- (b) Unless the dog has already been impounded, the owner of the dog shall deliver the dog to the animal control authority within five days to be impounded. The dog will remain impounded until disposition is ordered by a court. If the owner does not comply with this section, the animal control authority is authorized to obtain a seizure warrant from a judge.

Sec. 18-54. Dangerous dog hearing.

- (a) The animal control authority shall file a complaint with the court on, or near, the day the dog is impounded. The court will schedule a hearing to determine if the dog is dangerous and to order disposition not later than the tenth day after the dog is impounded.
- (b) If the court determines that the dog does not meet the definition of dangerous, the court shall order the dog released to the owner.
- (c) If the court determines the dog does meet the definition of dangerous, the court shall:
 - (1) uphold the determination of the animal control authority;
 - (2) determine the cost of impoundment up to the date of the hearing and through any potential appeal;
 - (3) set an appeal bond adequate to cover those costs; and
 - (4) order that the dog be released to the owner if and when the owner complies with the requirements of Section 18-55 or order the dog to be humanely euthanized if the owner cannot or does not comply with those requirements.
- (d) Per state law, as may be amended, in order to appeal the decision, the owner must file a notice of appeal and the appeal bond with the court clerk within ten days of the court's decision.

Sec. 18-55. Requirements for owner of dangerous dog.

- (a) Within 30 days of the court decision to declare a dog dangerous, or within 30 days of such decision being upheld on appeal, the owner of the dangerous dog must comply with the following requirements for the dog to be released from impoundment:
 - (1) registration, specifically as a dangerous dog, with the animal control authority for the area in which the dog is kept, which registration must be updated within 14 days in the event of a change in address or ownership;
 - (2) restrain the dog at all times on a leash in the immediate control of a person or in a secured enclosure as defined by state law;

- (3) obtain liability insurance policy with at least \$100,000.00 in coverage for damages resulting from an attack by the dog causing serious bodily injury or provide proof of financial responsibility substantially equal to that amount;
 - (4) the dog must be microchipped and the owner must update the microchip company with the current address of the owner;
 - (5) the dog must be fitted with a bright orange collar visible from 50 feet away;
 - (6) the dog must be vaccinated for rabies and registered as required by this chapter; and
 - (7) have the dog sterilized.
- (b) If the owner of the dangerous dog is unable to establish timely compliance with the above requirements, the dog shall be humanely euthanized.
 - (c) It is a violation of this chapter for an owner of a dog previously declared dangerous to be out of compliance with these requirements, including a dog previously declared dangerous in another jurisdiction.

Sec. 18-56. Subsequent violations.

- (a) If the owner of a dog that has been previously declared dangerous is issued a citation for failure to comply with Section 18-55, the animal control authority may apply to the court for a seizure warrant. Upon a showing of probable cause that a violation of Section 18-55 has occurred, the court shall issue the warrant and order the dog to be humanely euthanized unless the owner can provide the animal control authority with proof of compliance.
- (b) The owner of the dangerous dog has ten days to establish compliance with Section 18-55 or the dog shall be humanely euthanized.
- (c) If a dog that has been previously declared to be dangerous makes an unprovoked attack on another person outside the dog's enclosure and causes bodily injury to the person, the person is guilty of a violation of this chapter. Upon a showing of probable cause that the violation occurred, the court shall issue a seizure warrant and order the dog to be humanely euthanized.

Sec. 18-57. Exceptions.

It is a defense to prosecution under this division that a person is:

- (1) a veterinarian, employee of a veterinarian, dog trainer, peace officer, animal shelter employee, or employee of the state or a political subdivision of the state and the person has temporary ownership, custody, or control of the dog in connection with that position; or
- (2) an employee of the institutional division of the Texas Department of Criminal Justice, or other law enforcement agency, and trains or uses dogs for law enforcement or corrections purposes.

DIVISION 2. INHUMANE TREATMENT OF ANIMALS

Sec. 18-71. Inhumane treatment, generally.

- (a) It is unlawful for a person to treat an animal inhumanely. The penalty for a violation of this section is as set forth in Section 1-7 of the Code of Ordinances.
- (b) For the purposes this section inhumane treatment means:
 - (1) to unnecessarily permit or cause pain or suffering;
 - (2) to unnecessarily deprive the animal of food, veterinary care, or shelter; or
 - (3) to confine in a manner that is injurious to the animal's health and/or wellbeing.

Sec. 18-72. Tethering.

- (a) It is unlawful for a person to restrain an animal by use of a tether attached to a stationary object or a cable run. This does not apply to an animal on a leash held by a person.
- (b) It is an affirmative defense to subsection (a) if the tether is attached to a properly fitted harness or collar on the animal, and
 - (1) the tether is secured in such a manner that
 - a. the animal has continuous access to food, water, and shelter;
 - b. the tether is at least ten feet long or five times the length of the dog from nose to the base of the tail, whichever is longer;
 - c. the tether is not a chain and weighs less than one-twentieth of the animal's weight;

- d. the tether is attached in a manner that prevents choking, hanging, or other potential injury; and
 - e. the tether is short enough that the animal is not able to cross the property line; or
- (2) the tether is temporarily used during veterinary treatment, grooming, training, or law enforcement activity; or
 - (3) the tether is temporarily used to protect the safety or welfare of a person or the animal provided that the owner remains with the animal throughout the period of restraint.
- (c) The affirmative defense under subsection (b) does not apply if:
- (1) the animal is in estrus (*i.e.*, in heat);
 - (2) the animal is secured by a pinch or prong type collar; or
 - (3) the animal is injured by the tether.

Sec. 18-73. Animal fights; fighting paraphernalia.

- (a) It is unlawful for a person to keep, or use, or in any way be connected with, or interested in the management of any place used for the purpose of fighting animals. It is unlawful for a person to receive money for the admission of any person to any place kept or used for the purpose of fighting animals, or to permit or suffer any place belonging to or under his or her control to be so kept or used. It is unlawful for a person to aid, encourage, assist, or arrange for an animal fight, or to issue a challenge for the purpose of bringing about an animal fight.
- (b) It is unlawful for a person to have on their person or property any paraphernalia used in fighting, including fighting rings, break sticks, fighting knives, or training facilities used to prepare animals for fighting.
- (c) It is unlawful for a person to raise, breed, maintain, or harbor any animal which is used or intended to be used for fighting.

Sec. 18-74. Abandonment of animals.

It is unlawful for a person to abandon an animal in the City. It is an affirmative defense to prosecution under this section that the person is a community cat caregiver and the animal is a community cat.

Sec. 18-75. Traps.

It is unlawful for a person to set any form of trap which causes bodily harm by the nature of the trap, including leg hold traps, or body traps. Humane live cage traps are permissible.

Sec. 18-76. Animals left in vehicles.

- (a) It is unlawful to leave an animal in a parked or standing vehicle or enclosed trailer in such a way as to endanger the animal's health, safety, or welfare.
- (b) It is presumed that an animal's health, safety, or welfare is endangered when the animal is confined for a period of ten or more minutes at a time when the ambient outside air temperature is above 75 degrees or below 35 degrees Fahrenheit.
- (c) The animal control authority, a peace officer, or a firefighter may take reasonable actions to remove an animal that was left in violation of subsections (a) or (b), including use of force if necessary and/or if the animal is showing signs of distress. Any animal so removed shall be impounded as if at large.

Sec. 18-77. Animals in trucks and trailers.

It is unlawful for a person to transport in an open bed pickup or an open flatbed truck or to tow in an open flatbed trailer on a public street or highway while a dog or other animal occupies the bed of the truck or trailer unless the animal is secured in a kennel or other secure vented enclosure, restrained by a harness manufactured for the purpose of restraining animals, or restrained using a chain, rope, or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling. If the ambient outside air temperature is above 85 degrees Fahrenheit, there must be some kind of flooring between the animal and the truck bed that will prevent injury by the hot surface of the bed.

Sec. 18-78. Care.

- (a) All animals must be provided with
 - (1) daily food and a clean source of water sufficient for the breed and size to maintain the animal at a good level of nutrition;
 - (2) a source of shelter from the elements appropriate for the breed, size, and needs of the animal; and
 - (3) veterinary care reasonably necessary to prevent suffering.

- (b) Failure by an owner of an animal to provide care as required by this section is a violation of this chapter. This section does not apply to community cats.

ARTICLE IV. LIVESTOCK, FOWL, AND OTHER AGRICULTURAL ANIMALS

Sec. 18-90. Keeping of livestock.

- (a) It is a violation to maintain livestock on properties other than those zoned for such use. It is an affirmative defense if the maintenance of livestock is a legal non-conforming use.
- (b) The owner of livestock, or the owner of real property on which livestock is being kept, may not allow the livestock to be a nuisance, or be the source of a nuisance, by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.
- (c) Livestock may not be maintained on property belonging to another person without that person's permission.
- (d) It is a violation to tether or stake out livestock. It is an affirmative defense to this section if the tether is otherwise in compliance with this chapter, and if the animal has unrestricted access to at least 6,000 square feet of ground. Livestock may not be maintained on property with less than 6,000 square feet of ground per animal, excluding structures not used for housing or feeding the animal.
- (e) The structure or enclosure in which livestock is kept, fed, or cared for may not be less than 180 feet from any structure used for human occupancy, except for structures belonging to the owner of the livestock.
- (f) It is unlawful for a person to keep, harbor, or maintain swine within the City. It is an affirmative defense to this section that the swine are wild and not within the care, custody, or control of the owner.
- (g) Livestock may be considered a nuisance and the animal control authority is authorized to seize and impound such livestock if (i) they are found in violation of subsections (a), (c), or (f); or (ii) if the owner of such livestock is cited for a violation of subsection (b) and the citation results in a conviction or deferred adjudication,
 - (1) The animal control authority shall provide notice to the owner, if known, by personal delivery or certified mail return receipt requested. If the owner is unknown, notice shall be posted at the location the animal was seized.

- (2) The owner must redeem the animal by coming to collect it and pay the related citations and fees, within ten business days during which the animal shelter is open to the public after the date the animal is seized.
- (3) The owner may appeal the seizure during the redemption period described above by submitting a written appeal to the City Manager. The City Manager may consider the appeal and uphold the decision or overturn the decision and order the animal released.
- (4) If the redemption period expires and no appeal is filed, or if an appeal is denied, the animal control authority may humanely dispose of the animal by euthanasia (if necessary to alleviate suffering), conveyance to a rescue organization, or public auction. If the animal control authority determines that a public auction would not be commercially reasonable, the animal may be conveyed to a rescue organization. If the animal is conveyed by public auction, post notice of a sale of livestock at the county courthouse, at the municipal office building, and to the owner (if known). The notice will include a full description of the impounded livestock and the date, time, and place of the public auction (which must be not less than ten days from the date notice is posted). The sale will be to the highest bidder, for cash, and proceeds will be applied to defray the cost of the sale and impoundment of the animal. Any excess proceeds must be claimed within 15 days of the date of the sale or such proceeds shall be transferred to the City's general fund.

(h) This section is only applicable:

- (1) to livestock on properties located within City limits; and
- (2) where the City's application of these provisions do not conflict with state law.

Sec. 18-91. Fowl.

- (a) It is unlawful for a person to keep fowl within the City limits in violation of this section.
- (b) Any enclosure that houses fowl must be at least 50 feet from any dwelling other than the dwelling occupied by the owner of the fowl, provided that there are fewer than six fowl on the property. Any enclosure that houses fowl must be at least 180 feet from any dwelling other than the dwelling occupied by the owner of the fowl, when there are six or more fowl on the property. A property in the City limits may not have more than 12 fowl unless it is zoned agriculture, general. This section does not apply to exotic birds such as parakeets and parrots that are primarily kept indoors.

- (c) It is unlawful for a person to own, keep, harbor, or maintain a rooster within the City limits.
- (d) It is unlawful for a person to own, keep, harbor, or maintain an ostrich, peafowl, or an emu within the City limits.
- (e) The owner of fowl, or the owner of real property on which fowl is being kept, may not allow the fowl to be a nuisance, or be the source of a nuisance, by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.
- (f) This section is only applicable where the City's application of these provisions do not conflict with state law.

Sec. 18-92. Rabbits.

- (a) A person may not keep, harbor, own, or maintain, within City limits, on residential property, as that term is defined by "dwelling unit" in the City's zoning code, more than ten rabbits unless the person is lawfully involved in an agricultural youth project under the supervision of a county extension agent or agriculture teacher employed by the independent school district.
- (b) Any enclosure that houses rabbits within City limits must be at least 50 feet from any dwelling other than the dwelling occupied by the owner of the rabbits.
- (c) The owner of rabbits, or the owner of real property on which rabbits are being kept, may not allow the rabbits to be a nuisance, or be the source of a nuisance, by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.
- (d) This section is only applicable where the City's application of these provisions do not conflict with state law.

Sec. 18-93. Ferrets.

- (a) It is unlawful for a person to harbor, keep, or maintain ferrets over the age of six months on any property within the City limits where the overall number of ferrets, dogs, and cats exceeds four such animals.
- (b) Ferrets must be currently vaccinated against rabies at all times.
- (c) The owner of ferrets, or the owner of real property on which ferrets are being kept, may not allow the ferrets to be a nuisance, or be the source of a nuisance,

by virtue of (1) odor, excessive noise, or attraction of pests, which would disturb a person of normal sensibilities; or (2) otherwise create a health hazard.

Sec. 18-94. Beekeeping.

- (a) It is unlawful for a person to keep a hive within 50 feet of any structure used for human habitation, excluding the residence of the owner. If a hive is located within 25 feet of a property line, the owner must maintain a flyway barrier, such as a solid wall, fence, or dense vegetation, parallel to the property line, which must be at least six feet high and extend at least ten feet beyond each end of the hive.
- (b) A person shall provide a source of water on the same property within line of sight of a hive.
- (c) A person shall immediately replace the queen in a hive that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming. The hive shall be temporarily removed to a location outside the City limits which is at least 200 feet from any structure used for human habitation for a period of at least 45 days.
- (d) If it is determined by the animal control authority that a person's bees are becoming a nuisance to other properties, the person may be required to reconfigure, relocate, or remove one or more hives. The person may appeal an order issued under this section by submitting a written request for an appeal to the City Manager within ten business days of the order. The City Manager, or his or her designee, shall consider the appeal and either uphold, modify, or reverse the order. It is a violation of this section to fail to comply with an order issued under this section.
- (e) Except for subsection (d), this section does not apply to wild bees.
- (d) This section is only applicable where the City's application of these provisions do not conflict with state law.

Sec. 18-95. When owner of premises may impound stock.

If any livestock are found upon the premises of anyone, the owner or occupant of the premises shall have the right to confine such animal until he or she can notify the animal control authority to come and impound such animal, provided the same is done in a reasonable time. When so notified, it shall be the duty of the officers to at once cause such animal to be impounded as herein provided.



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

SUBJECT: Ordinance No. 2024-09, second reading. An Ordinance Amending the City's Fiscal Year 2024 Budget to account for increased revenues, a merger of City funds, a multiyear Public Works project, and a mid-year cost of living and adjustment for all City employees.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Fiscal Year 2023 had a surplus in the General Fund of \$1.7M due to better than budget service and interest revenues, a transfer in from the Golf Fund as part of the merger into the General Fund, and better than budget expenses of \$1M. Fiscal Year 2024 continues to perform better than budget in both service and interest revenue. Interest revenue is anticipated to end the year \$500K better than budget. Staffing shortage continue to be an issue citywide placing increased pressures and workload on current employees. The impact of inflation also continues to create struggles for employees. The proposed budget amendment includes a 4 percent cost-of-living adjustment for all employees. Also included in the proposed amendment is a transfer of surplus funds from FY2023 to the General Asset Replacement Fund of \$750K and the reallocation of \$1M from both Library Memorial and HOT funds for committed funding of the Heart of the Hills Heritage Center project, which were not spent in FY2023.

On April 09, 2024, City Council unanimously approved Ordinance No. 2024-09 on first reading.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-09 on second reading.

ATTACHMENTS:

[20240423_Ord 2024-09 FY24 Budget amend 2reading.pdf](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-09**

**AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2024
BUDGET TO ACCOUNT FOR INCREASED REVENUES, A
MERGER OF CITY FUNDS, A MULTIYEAR PUBLIC WORKS
PROJECT, AND A MID-YEAR COST OF LIVING ADJUSTMENT
FOR ALL CITY EMPLOYEES**

WHEREAS, Ordinance No. 2023-25, as approved by City Council upon second reading on September 26, 2023, adopted the Fiscal Year 2024 Budget for the City of Kerrville, Texas; and

WHEREAS, the budget for the City's 2023 Fiscal Year experienced higher than expected revenues, which has continued into Fiscal Year 2024; and

WHEREAS, the City's Fiscal Year 2024 Budget contemplated the merger of the Golf Fund into the City's General Fund, meaning in part, the City needs to transfer these funds; and

WHEREAS, while the City budgeted project funding for the Heart of the Hills Heritage Center in Fiscal Year 2023, those funds were not expended and need to be reallocated for the same purpose within the Fiscal Year 2024 budget; and

WHEREAS, the City Manager, the Human Resources Department, and Finance Department, as a way to keep employees and to attract job applicants in a competitive market, consistently review salaries and benefits of Texas cities, particularly those of a similar size, service level, and within a close proximity to Kerrville, and based upon that analysis, recommend that the City implement a mid-year cost of living adjustment of four percent (4.0%) for all City employees; and

WHEREAS, City Council finds that amending the City's Fiscal Year 2024 Budget is in the best interest of the citizens of the City of Kerrville based upon the conditions specified above;

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

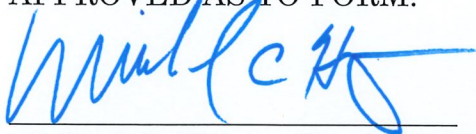
In accordance with Section 8.06 of the City Charter, the Official Budget for Fiscal Year 2024 is amended as set forth in **Attachment A**.

PASSED AND APPROVED ON FIRST READING, this the 09 day of April, A.D., 2024.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

Attachment A
City of Kerrville
FY2024 Budget Amendment #2

The following accounts will be increased by the FY2024 budget amendment #2:

	Account Name	Description	Amount Increased
1.	General Fund		
	Salaries	4% COLA For all City Employees	270,927
	Benefits	4% COLA For all City Employees	39,691
	Transfer Out - Dev Serv	to cover 4% COLA & benefits	11,776
	Interest Revenue	performance better than FY2024 budget	500,000
	Transfer Out - Asset Replacement	FY2023 excess fund balance	750,000
2.	Water Fund		
	Salaries	4% COLA For all City Employees	39,184
	Benefits	4% COLA For all City Employees	5,740
	Interest Revenue	performance better than FY2024 budget	135,000
3.	Garage Fund		
	Salaries	4% COLA For all City Employees	3,860
	Benefits	4% COLA For all City Employees	565
4.	Development Services		
	Salaries	4% COLA For all City Employees	10,271
	Benefits	4% COLA For all City Employees	1,505
	Transfer In - General Fund	to cover 4% COLA & benefits	11,776
5.	General Fund Asset Replacement		
	Transfer In - General Fund	FY2023 excess fund balance	750,000
6.	Hotel Occupancy Tax		
	Transfer Out - Lib Memorial	re-budget for FY2024 HHHC contribution	1,000,000
7.	Library Memorial		
	Buildings and Structures	re-budget for FY2024 HHHC contribution	2,000,000
	Transfer In - HOT	re-budget for FY2024 HHHC contribution	1,000,000



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

SUBJECT: Ordinance No. 2024-10, second reading. An Ordinance vacating abandoning, and closing all right, title, and interest in a segment of a public right-of-way known as Knapp Rd; this segment of Knapp Rd is located south of the Guadalupe river, consists of an approximate .744 acres, and extends across Lots 13, 902, and 903 of The Landing Subdivision, a Subdivision within the City of Kerrville, Kerr County, Texas, and recorded in the Plat in File No. 19-05337, Plat records of Kerr County, Texas; finding that said right-of-way is not required for future use as a public right-of-way; ordering recording; providing an effective date; and providing other matters related to this subject.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

The applicant is requesting to abandon the portion of Knapp Road through the Landing development. This portion extends from James Road, through Lots 13, 902, and 903 of The Landing Subdivision to a private road on the adjacent property. The access easements have been filed for the new access to the adjacent property.

On April 09, 2024, City Council approved Ordinance No. 2024-10 on first reading with a 4-1 vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-10 on second reading.

ATTACHMENTS:

[20240423_Ord 2024-10 Knapp Rd ROW closure 2reading.pdf](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-10**

AN ORDINANCE VACATING, ABANDONING, AND CLOSING ALL RIGHT, TITLE, AND INTEREST IN A SEGMENT OF A PUBLIC RIGHT-OF-WAY KNOWN AS KNAPP RD; THIS SEGMENT OF KNAPP RD IS LOCATED SOUTH OF THE GUADALUPE RIVER, CONSISTS OF AN APPROXIMATE .744 ACRES, AND EXTENDS ACROSS LOTS 13, 902, AND 903 OF THE LANDING SUBDIVISION, A SUBDIVISION WITHIN THE CITY OF KERRVILLE, KERR COUNTY, TEXAS, AND RECORDED IN THE PLAT IN FILE NO. 19-05337, PLAT RECORDS OF KERR COUNTY, TEXAS; FINDING THAT SAID RIGHT-OF-WAY IS NOT REQUIRED FOR FUTURE USE AS A PUBLIC RIGHT-OF-WAY; ORDERING RECORDING; PROVIDING AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATED TO THIS SUBJECT

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

WHEREAS, City Council annexed the segment of Knapp Rd. that exists on the south side of the Guadalupe River on or about October 23, 2018, following a request for annexation (Ord. No. 2018-23), such segment of Knapp Rd. referred to herein as the "Knapp Rd. Segment" and not including any other part of this road; and

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

WHEREAS, the Knapp Rd. Segment is in need of significant maintenance and repairs, which condition has existed for a number of years; and

WHEREAS, the Knapp Rd. Segment is located entirely in the floodplain, which would significantly limit future development, if any; and

WHEREAS, the Knapp Rd. Segment extends from its intersection with James Rd. and ends at the City limits, as marked by a gated property; and

WHEREAS, the Knapp Rd. Segment is used by this property owner and the Applicant provided this owner with an alternative, direct access through the Applicant's property, such access as evidenced by easements filed in the county's property records; and

WHEREAS, the Knapp Rd. Segment crosses property (Lot 903) previously dedicated to the City for its use as a public park, and the City would most likely act to legally remove this road from its property at some point in the future; and

WHEREAS, following the Applicant's request to the City, City staff determined that the Knapp Rd. Segment, based upon its existing use, future use, and current condition, is not required for public use as the City has no plans to improve or maintain it as a public right-of-way; and

WHEREAS, City staff believes that the City would need significant funds to improve and maintain the Knapp Rd. Segment; and

WHEREAS, City staff recommends that City Council formally vacate, abandon, and close the Knapp Rd. Segment, subject to terms of this Ordinance; and

WHEREAS, the City of Kerrville, Texas, is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Transportation Code Section 311.007 authorizes any such city to vacate, abandon, or close a street; and

WHEREAS, City Council held a public hearing beginning at approximately 6:00 p.m. on April 9, 2024, as advertised in a newspaper of general circulation and on the City's website, to consider public comments regarding the issue of vacation, abandonment, and closure of the Knapp Rd. Segment; and

WHEREAS, City staff, based upon research of City records and records within the real property records of Kerr County, Texas, believes the Knapp Rd. Segment exists by prescriptive easement, that is, that the road essentially became a public road based upon public use, which dates to at least the early 1970s; and

WHEREAS, as the Knapp Rd. Segment likely exists as a prescriptive easement, the rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership by the underlying property (lot) owner (the Applicant) and thus, the City, pursuant to Section 272.001, Texas Local Government Code, is not required to receive fair market value for this action; and

WHEREAS, such vacation, abandonment, and closure will unburden the City of needing to improve and maintain the Knapp Rd. Segment at significant cost; and

WHEREAS, pursuant to the actions contemplated to be taken below and in order to avoid any future cost to the public required with respect to the future

improvement and maintenance of the Knapp Rd. Segment, City Council, acting pursuant to state law, finds it to be in the public interest and advisable to vacate, abandon, and close the Knapp Rd. Segment, subject to the limitations and conditions which follow;

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

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

SECTION TWO. City Council finds that the Knapp Rd. Segment is no longer essential to the safe and efficient flow of traffic or to any other authorized public use. As an exercise of its discretion, City Council hereby vacates, abandons, and closes in favor of the underlying property owner, all of the City's right, title, and interest of the public in and to the Knapp Rd. Segment, which is identified as follows, subject however, to the conditions and restrictions provided below:

That segment of a paved roadway known as "Knapp Rd."; encumbering 0.744 acres of land situated in Kerrville, Kerr County, Texas; being within original Survey No. 142, J.S. Sayder, Abstract No. 290 and original Survey No. 141, Joseph S. Anderson, Abstract No. 2, Kerr County, Texas; being approximately sixteen (16) feet wide and following the existing road base upon, over, and across Lots 13, 902, and 903, the Landing Subdivision, recorded in File No. 19-05337, Plat Records of Kerr County, Texas; and being more particularly described and depicted in Exhibits A and B, attached hereto and incorporated herein by reference.

Other than the Knapp Rd. Segment being vacated, abandoned, and closed as provided here, no other portion of Knapp Rd. is affected.

SECTION THREE. The Knapp Rd. Segment exists by easement, whether prescriptive, implied dedication, or otherwise. The rights vacated, abandoned, and closed by the City pursuant to this Ordinance will unburden the underlying fee ownership of Knapp Rd. by the underlying lot owner.

SECTION FOUR. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and

facilities, if any, may remain in place despite this Ordinance and may continue to be used, repaired, enlarged, and maintained in the ordinary course of business.

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

A. Applicant and the other private property owner with direct access to the Knapp Road Segment shall provide the City with evidence of an agreement between these two parties as to the Applicant's completion of an alternative, direct access to the owner, such completion to include paving in compliance with the City's regulations.

B. Within 12 months of the adoption of this Ordinance, the Applicant or its successor in interest, shall submit, obtain approval, and officially record a subdivision plat absorbing all of the abandoned road into the underlying properties, meeting all requirements of the City's regulations. No plat will impair the rights retained by City pursuant to Section Four, above, if any, unless in the course of platting, the Applicant, at its own expense, otherwise accounts for those rights according to the City's regulations. Further, the plat shall note such previously established rights, if any. Finally, and if not previously accomplished another way, the plat shall convey a river trail easement to the City in the general vicinity of and aligned with the Knapp Rd. Segment.

SECTION SIX. Following compliance with the conditions specified in Section Five, above, the City Secretary is authorized and directed to prepare a certified copy of this Ordinance and furnish the same to the underlying property owner(s), and in addition, record this Ordinance in the Real Property Records of Kerr County, Texas.

SECTION SEVEN. The City Manager and City Attorney, or designee(s), are authorized and directed to execute and deliver any document(s) and to take any action(s) necessary to complete the vacation, abandonment, and closure.

SECTION EIGHT. This Ordinance shall become effective immediately after its second reading and final passage.

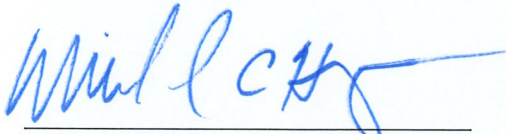
PASSED AND APPROVED ON FIRST READING, this the 09 day of April, A.D., 2024.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon, City Secretary

EXHIBIT "A"

FIELD NOTE DESCRIPTION OF A PAVED AREA ENCUMBERING 0.744 ACRES OF LAND SITUATED IN KERRVILLE, KERR COUNTY, TEXAS; BEING WITHIN ORIGINAL SURVEY NO. 142, J. S. SAYDER; ABSTRACT NO. 290 AND ORIGINAL SURVEY NO. 141, JOSEPH S. ANDERSON, ABSTRACT NO. 2, KERR COUNTY, TEXAS; BEING APPROXIMATELY SIXTEEN (16) FEET WIDE AND FOLLOWING THE EXISTING ROAD BASE OF KNAPP ROAD UPON, OVER AND ACROSS LOTS 13, 902 AND 903, THE LANDING SUBDIVISION RECORDED IN FILE NO. 19-05337, PLAT RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(NOTE: The following courses are based on an RTK/GNSS survey conducted on the ground, N.A.D.83 datum, Texas State Plane Coordinates, South Central Zone reduced to horizontal ground distances expressed in U.S. Survey feet. Where record or deed courses differ from the surveyed values, the record value is shown in parenthesis)

BEGINNING at a cotton spindle found at the reentrant corner of said Lot 903 and the northeast terminus of James Road, a City of Kerrville roadway per Resolution No. 80-121, recorded in Volume 235, Page 349, Official Public Records of Kerr County, Texas; from which said cotton spindle, a ½ inch diameter iron rod with cap stamped "Matkin Hoover" found marking the most southerly corner of said Lot 903 bears S 44°57'49" W, 241.98 feet (S 44°55'31" W, 241.88');

THENCE with the northwest line of James Road and southeast line of said Lot 903; S 44°57'49" W, 10.83 feet to an unmarked point on the southwest line of the herein described easement;

THENCE through the interior of said Lots 903, 902 and 13, respectively, with the southwest lines hereof; the following four (4) calls:

N 50°49'39" W, 424.46 feet to an unmarked point;

N 51°49'57" W, 348.14 feet to an unmarked point;

N 56°07'00" W, 926.31 feet to an unmarked point; from which said point, a ½ inch diameter iron with cap stamped "Matkin Hoover" found in the common boundary of said Lot 13 and Lot 902 bears S 31°58'38" W, 30.40 feet; and

N 74°30'27" W, 159.83 feet to an unmarked point in the northwest line of said Lot 13 in common with the southeast line of that certain 0.161 acre tract recorded in File No. 19-03106, Official Public Records of Kerr County, Texas;

THENCE with the common line of Lot 13 and said 0.161 acre tract, which forms the northwesterly terminus hereof; N 45°06'37" E, 28.42 feet to an unmarked point in the northeast line of the herein described easement;

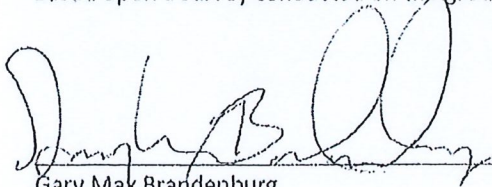
THENCE through the interior of said Lots 13, 902 and 903, respectively, with the northeast lines hereof; the following five (5) calls:

WELLBORN ENGINEERING & SURVEYING	TBPELS FIRM NO. 10194410	631 WATER STREET
	PHONE: 830.217.7100	KERRVILLE, TX 78028
	WWW.WELLBORNEENGINEERING.COM	

S 74°44'28" E, 88.23 feet to an unmarked point;
S 67°26'06" E, 62.79 feet to an unmarked point;
S 55°56'24" E, 929.20 feet to an unmarked point;
S 52°04'32" E, 338.80 feet to an unmarked point; and
S 51°14'25" E, 455.62 feet to an unmarked point in the southeast boundary of said Lot 903;

THENCE with the southeast boundary of Lot 903, which forms the southeasterly terminus of the herein described easement; S 46°38'21" W, 11.12 feet to a survey nail with washer stamped "Matkin Hoover" in the northeasterly terminus of said James Road and N 44°57'11" W, 19.89 feet to the Point of Beginning encumbering 0.744 acres of land within these metes and bounds; a companion document to a plat of this survey dated February 1, 2024.

Based upon a survey conducted on the ground under my direction and supervision July 25, 2023.



Dated: 01/31/2024.

Gary Max Brandenburg
Registered Professional Land Surveyor
State of Texas
Registration No. 5164

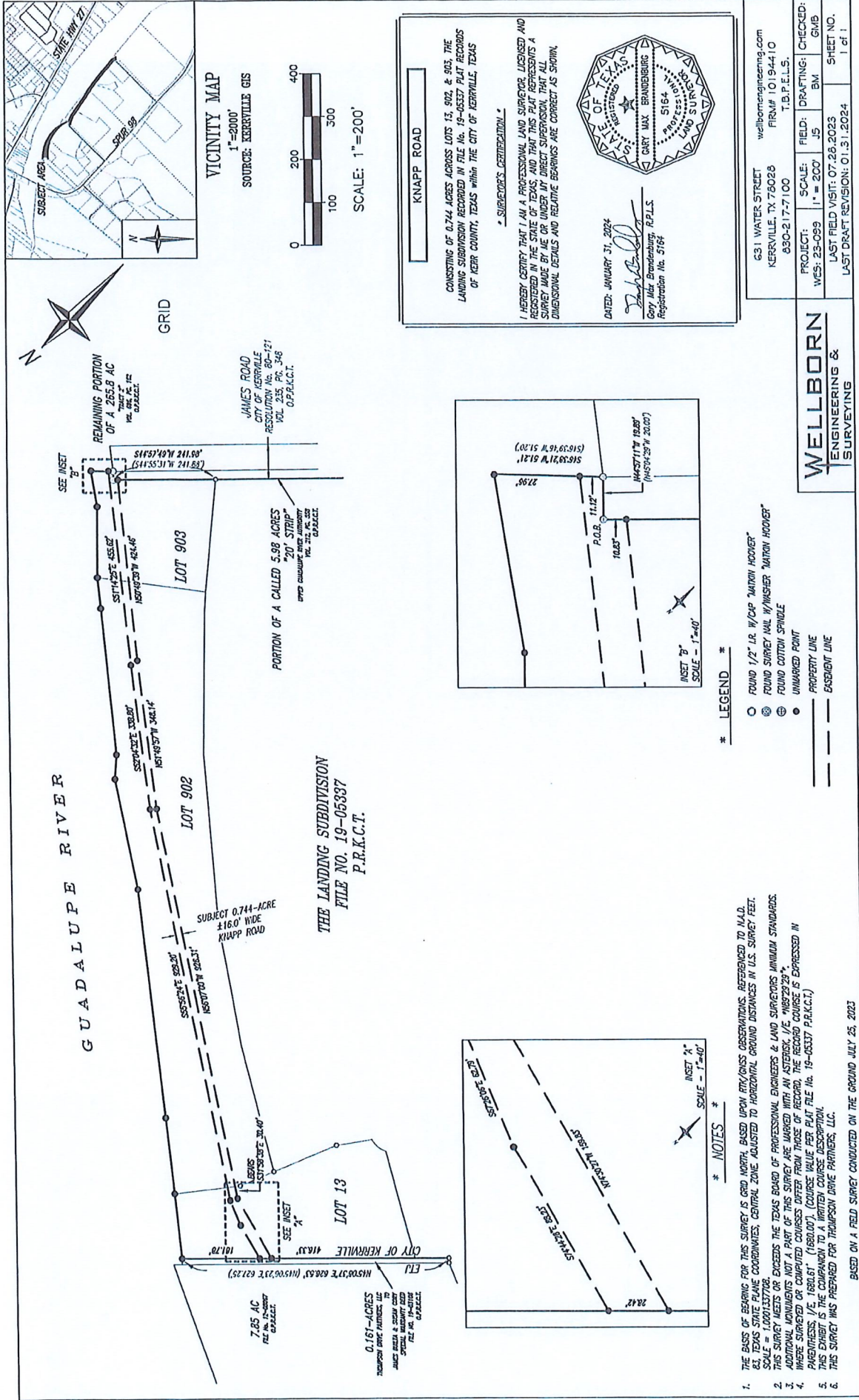


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KERRVILLE, TX 78028

EXHIBIT "B"





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

SUBJECT: Third Amendment to the Design-Build Agreement with Thos. S. Byrne, Inc. dba Byrne Construction Services Corporation in the amount of \$39,565,559.00 for the Public Safety Facility Project.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$39,565,359	N/A	\$45,000,000.00	Project #70-22005

PAYMENT TO BE MADE TO: Thos. S. Byrne, Inc.

Kerrville 2050 Item? Yes

Key Priority Area F - Public Facilities and Services

Guiding Principle N/A

Action Item F2.4 - Consider bond funding for a new public safety building/complex

SUMMARY STATEMENT:

In May 2022, the citizens of Kerrville approved the issuance of bonds through a general election for a new Public Safety Facility. The property at the corner of Rio Monte Drive and Clearwater Paseo was later purchased and City Council authorized the Design-Build method for the construction of the building and appurtenances. Request for Qualifications (RFQ) for Design Build Services on the City's Public Safety Facility were issued on September 20, 2022 and eight (8) submissions were received in October 2022. The Committee's shortlisting of five recommended finalist was approved in the November 2022 City Council meeting to proceed to the Request for Proposals (RFP) phase of the selection process.

Proposals from the short-listed Design-Build teams were received in February 2023 and a Design-Build contract negotiated and finalized with Byrne Construction Services (Thos. S. Byrne, Inc.) in May 2023.

Over the last 10 months staff, Byrne and their architects have worked on creating a set of construction drawings and construction budgets that meet our needs and budget. We are now at the point in the project to consider the Guaranteed Maximum Price (GMP) for the Design-Build Amendment. The Byrne Construction team has progressed to 90% construction documents and we are finalizing the last comments to those plans that will get us to 100% construction documents. As a part of that process Byrne has received almost all

subcontractor bids for work that represent the actual cost of work each discipline. The City and Byrne previously have executed contracts for Early Work Package #1 and #2 (EWP-1 and EWP-2) consisting of earthwork building foundations and below grade utilities, structural steel fabrication and erection, and HVAC roof top unit procurement. These early work packages were required to maintain the overall project schedule. EWP-1&2 have a combined cost of \$16,248,157, which includes the design fees, general conditions and insurance. The remaining building package has a cost of \$23,317,202.00 bringing the total GMP to \$39,565,359. This figure has included the accessory/storage building back into the project as a part of the base bid. This building, which was part of the square footage in the original needs assessment, had been removed and placed as the first alternate to add back to the project if funding was available. During the 4/09 City Council Workshop staff recommended adding \$500,000 to the budget to ensure that this building was included within the GMP. Staff discussed the need for this space to be added back and why the additional funding was needed, which was mostly related to inflation and cost escalations over the last two years exceeding projections. The additional funding comes from interest income earned from the bond proceeds from the project and no other funding source. This GMP amendment will supersede the previous two early work packages and serve as the master document covering all work that falls within Byrne's responsibility. The City of Kerrville's (Owner) responsibility has a budget that includes our land purchase cost, sewer line relocation, Owner's representative (Freese & Nichols), Fixtures, Furniture and Equipment (FF&E) along with some additional items. This budget currently sits at \$5,868,156. The city has already spent \$1,533,109 on land, sewer line relocation, Design Build Advisor, commissioning and other items. The Owners projected remaining budget is \$4,335,047 and includes among other items the Fixtures, Furniture and Equipment budget, data center items, construction management, inspections and a 2% owners contingency.

RECOMMENDED ACTION:

Authorize City Manager to finalize design-build agreement amendment for the Public Safety Facility Project.

ATTACHMENTS:

[*20240423_Amendment Byrne for PSF 3.pdf*](#)

AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment No. 3 *[Guaranteed Maximum Price (GMP) Submission]*

This Design-Build Amendment No. 3 (the "Amendment") is incorporated into and amends the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 16th day of May in the year 2023 (the "Agreement") (In words, indicate day, month and year.)

for the following PROJECT (address referred to herein as the "Project Site"):
(Name and location or address)

City of Kerrville Public Safety Facility
365 Clearwater Paseo Dr.
Kerrville, Texas 78028

THE OWNER:
(Name, legal status and address)

The City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028

THE DESIGN-BUILDER:
(Name, legal status and address)

Thos. S. Byrne, Inc., dba Byrne Construction Services
5851 Sebastian Place
San Antonio, Texas 78249

The Owner and Design-Builder hereby amend the Agreement as follows.

WHEREAS, the Owner seeks to construct the City of Kerrville Public Safety Facility Project ("Project"); and

WHEREAS, the Agreement allows for Early Work Packages for a portion of Work that the Parties agree should be performed prior to the establishment of a Guaranteed Maximum Price for the Project; and

WHEREAS, the Agreement allows for Early Work Packages to facilitate the early preparation of the Project Site, purchase long lead time materials and equipment, and otherwise accelerate certain portions of the Work in advance of the Amendment regarding the Guaranteed Maximum Price for the entire Work; and

WHEREAS, the Agreement allows the Design-Builder to implement Early Work Packages upon the written agreement of the Parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance pursuant to this Amendment and its Cost Summary (**Attachment A**). The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

- ☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Design-Builder's Fee shall be 2.95% of the Cost of the Work.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee (the "Guaranteed Maximum Price") is guaranteed by the Design-Builder not to exceed thirty-nine million, five-hundred sixty-five thousand, three-hundred fifty-nine dollars (\$ 39,565,359.00), subject to additions and deductions for changes in the Work as authorized in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See **Attachment A**, which is attached and incorporated herein by reference.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

None

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment B

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

None

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's representatives acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-

Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off-site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5%) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's representatives in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed under this Amendment and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's representatives will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's representatives report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's representatives, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than May 30, 2025, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

NA

Portion of Work

None

Substantial Completion Date

None

subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages of one-thousand dollars (\$1,000) per day until substantial completion has been completed, and two-hundred fifty dollars (\$250) per day until final completion.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

See Attachment B

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See Attachment C

§ A.3.1.3 The Drawings:

See Attachment C

§ A.3.1.4 The Sustainability Plan, if any: NA

Title

NA

Date

Pages

Other identifying information:

NA

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

None

.2 Contingencies

See Attachment A

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See Attachment B

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

None

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Reference A.3.1.2

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Brandon Foster

.2 Project Manager

Josh Holcomb

.3 Others

Construction Manager – Keith Bender
Assistant Project Manager – Dennise Pedroza
Operations Manager – Michael McCall
General Superintendent and Safety Manager – Israel Perez

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

Beaty Palmer – Architect
110 Broadway Suite 600
San Antonio, TX 78205

Lopez Salas – Interior Architect
237 W. Travis St., Suite 201
San Antonio, Texas 78205

BVG4 – Interior Architect
6301 Gaston Avenue - West Tower, Suite 1310
Dallas, Texas 75214

Cleary Zimmerman Engineers – Mechanical and Electrical Engineers
1344 S. Flores, Suite 101
San Antonio, Texas 78204

Matkin-Hoover – Civil Engineer
8 Spencer Road, Suite 100
Boerne, Texas 78006

Datum Engineers– Structural Engineer
311 Sixth Street
San Antonio, Texas 78215

Combs – Audio-Visual

17806 IH-10W, Suite 300
San Antonio, Texas 78257

TLC – Security, Technology, & 911 Dispatch Consulting
1255 Corporate Dr., Suite 100
Irving, Texas 75038

Rialto – Landscape Architect
2425 Broadway
San Antonio, Texas 78215

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the Project Site or, with the Owner's prior written approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior written approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the Project Site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
NA			

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior written approval.

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the Project Site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project Site less the value of the item when it is no longer used at the Project Site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the Project Site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior written approval.

§ A.5.1.4.3 Costs of removal of debris from the Project Site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off-site at a mutually acceptable location, with the Owner's prior written approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior written approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior written approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure

to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term “related party” includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder’s personnel stationed at the Design-Builder’s principal office or offices other than the Project Site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder’s principal office and offices other than the Project Site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder’s capital expenses, including interest on the Design-Builder’s capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Amendment, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost

of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's representatives shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by the Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Dalton Rice, City Manager

(Printed name and title)

DESIGN-BUILDER (Signature)

Tony Battle, President

(Printed name and title)

APPROVED AS TO FORM

Michael C. Hayes, City Attorney



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

SUBJECT: Resolution No. 12-2024: A Resolution in support of the submission of an application to the Federal Home Loan Bank of Dallas and its Affordable Housing Program by Riverview Manor, L.P., for the new construction of affordable senior housing.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Riverview Manor is reaching out to the City of Kerrville with an additional request for their proposed development in Kerrville. They were awarded an allocation of 9% Housing Tax Credits for their development in 2022 and have been working for the past two years to make the development financially feasible. City Council had previously approved a resolution of support that was submitted with their application to the Texas Department of Housing and Community Affairs (TDHCA). They were successful in their application for the tax credits but recently found out about another potential source of funds to help with the financing gaps on the deal. The Federal Home Loan Bank of Dallas (FHLB) has a record number of funds available through its Affordable Housing Program (AHP) this year. As part of their application, Riverview Manor need to receive a Resolution of Support from the Kerrville City Council prior to the Application closing on May 2nd. The attached resolution would be attached to their submission and staff recommends approval.

RECOMMENDED ACTION:

Approve Resolution No. 12-2024: Support for Affordable Housing Program Tax Credits – JES Holdings.

ATTACHMENTS:

[20240423_Reso 12-2024 JES -Support Housing Program.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 12-2024**

**A RESOLUTION IN SUPPORT OF THE SUBMISSION OF
AN APPLICATION TO THE FEDERAL HOME LOAN BANK
OF DALLAS AND ITS AFFORDABLE HOUSING
PROGRAM BY RIVERVIEW MANOR, L.P., FOR THE NEW
CONSTRUCTION OF AFFORDABLE SENIOR HOUSING**

WHEREAS, Riverview Manor, L.P. (JES Dev Co, Inc.) (“Applicant”) has previously requested and received support from the City of Kerrville for the new construction of 36 affordable senior housing units named Riverview Manor located at 1600 Junction Highway, Kerrville, Kerr County, Texas (the “Development”); and

WHEREAS, the Texas Department of Housing and Community Affairs previously awarded the Applicant housing tax credits for the construction of the Development; and

WHEREAS, the Applicant now intends to apply for Affordable Housing Program funds through the Federal Home Loan Bank of Dallas (“FHLB”) to assist with costs for the Development; and

WHEREAS, as part of its application to the FHLB, Riverview Manor needs to receive a Resolution of Support from City Council prior to May 2, 2024; and

WHEREAS, City Council finds it in the public interest to support efforts by the private development sector to construct decent affordable housing in Kerrville;

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

SECTION ONE. The City of Kerrville, acting through its governing body, hereby confirms that it supports Riverview Manor, L.P. in its application for funding through the Affordable Housing Program of the Federal Home Loan Bank of Dallas and that the City of Kerrville supports the community revitalization efforts of Riverview Manor, L.P.

SECTION TWO. The City of Kerrville encourages the Federal Home Loan Bank of Dallas to award funds to assist with the Development.

SECTION THREE. Through the adoption of this Resolution, this formal action has been taken to put on record the opinion expressed by the City of Kerrville on April 23, 2024.

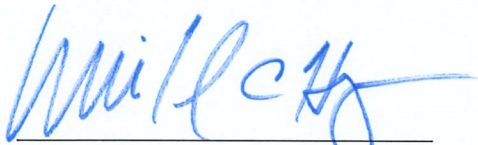
SECTION FOUR. For and on behalf of City Council, the City Manager, or designee, is hereby authorized, empowered, and directed to certify this Resolution to the Federal Home Loan Bank Board and to take any other action required by law in furtherance and support of this Development.

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

Judy Eychner, Mayor

APPROVED AS TO FORM:

ATTEST:



Michael C. Hayes, City Attorney

Shelley McElhannon,
City Secretary



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

SUBJECT: Professional Services Agreement with Marmon Mok, LP, for project services relating to the Olympic Pool in the amount of \$683,036.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$683,036	N/A	\$7,000,000	N/A

PAYMENT TO BE MADE TO: Marmon Mok, LP

Kerrville 2050 Item? Yes

Key Priority Area P - Parks / Open Space / River Corridor

Guiding Principle N/A

Action Item P5.5 - Complete a feasibility study and consider bond funding and local partnerships with KISD and Schreiner University to rebuild/build the city's Olympic pool and aquatics amenities

SUMMARY STATEMENT:

On November 13, 2023, the EIC held a public hearing and passed a resolution authorizing the issuance of \$20M of sales tax revenue bonds for several quality-of-life projects. The Kerrville City Council subsequently passed a resolution and approved the bond issuance on November 14, 2023. This bond issuance is a culmination of several months of planning with both the EIC and City Council.

The Olympic Pool Improvement Project was included in the sales tax revenue bond package for \$7,000,000. Improvements will include modifying the existing pool for an outdoor competition pool, and building improvements. The design and bidding phase is expected to be complete in 2024 with construction in 2025 and early 2026. This project would require the pool to be closed for the 2025 season. A phased approach to the goal of a year-round facility would likely occur and may take several years to accomplish due to operations, funding, and staffing ability. Once the project is complete, it would allow for a competitive summer swim program and an extended season contingent on budget and staff. Both Kerrville Independent School District and Schreiner University have expressed interest in developing a swim program when this facility is ready.

Attached is a Professional Services Agreement for design services for the Olympic Pool improvements. This project is included in the \$7M Olympic Pool Improvement Project,

funded through the EIC Sales Tax Revenue Bond. The Council approved the EIC project funding agreement on March 26, 2024. The proposal and scope of work are attached. This contract is for Phase 1, which includes architectural and engineering services for design, including the preparation of construction documents and bidding. The amount is \$683,036. Phase 2 would be a separate contract for the construction administration phase for \$213,676. This contract will be brought back to the council post-bidding. Due to the amount, this contract requires City Council approval for compliance with the City's purchasing policy and State law. Professional Services Agreements are exempt from the competitive bidding process. Marmon Mok has been involved with this project since its inception and was the vendor utilized for the Aquatics Feasibility Study several years ago. Marmon Mok has a comprehensive understanding of this project and a good working relationship with the City, therefore, staff is recommending awarding the contract to this vendor. Staff recommends approval of this expenditure and authorization for the City Manager to finalize and execute the contract.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute the agreement.

ATTACHMENTS:

[*20240423_Contract MarmonMok - Olympic Pool.pdf*](#)

PROFESSIONAL SERVICES AGREEMENT

[FIRM: Marmon Mok, LP | PROJECT-SERVICES: Renovation and Expansion Design]

THIS AGREEMENT is entered into the ____ day of _____, 2024 (“Effective Date”), by and between the **CITY OF KERRVILLE, TEXAS** (“CITY”) and **Marmon Mok LP**, (“CONSULTANT”), and at times, collectively referred to herein as “parties.”

WHEREAS, CITY hires CONSULTANT to perform certain design work and services related to the renovation and expansion of the CITY’s olympic pool (“Project”) as set forth in Scope of Services, marked **Exhibit A**, and attached hereto and incorporated herein, toward completion of the Project; and

WHEREAS, CONSULTANT agrees to perform said work and services as specified under Article I of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT’S SERVICES

CONSULTANT shall perform and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all design services set forth in **Exhibit A** (Marmon Mok LP’s proposed scope and fee for design and construction administration services for the Olympic Pool Facility Expansion and Renovation) for complete performance of CONSULTANT’s obligations under this Agreement, collectively referred to herein as “Services.” CITY may, at any time, stop CONSULTANT from performing the Services upon giving CONSULTANT written notice. To the extent of any conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail.

II. CONSULTANT’S RESPONSIBILITIES

A. CONSULTANT, upon its review of a general description of the Project provided by CITY, has prepared and provided to CITY the specific Services required to complete the design of the Project, which is attached as **Exhibit A**.

B. CONSULTANT shall use its best efforts, skill, judgment, and abilities in performing the Services in an expeditious and timely manner consistent with the applicable professional standards of care and the orderly progress of the Project. CONSULTANT shall at all times provide sufficient personnel to accomplish the Services in a timely manner. CONSULTANT shall manage the Services, administer the Project, and coordinate other professional services as reasonably necessary for the complete performance of CONSULTANT’s obligations under this Agreement.

CONSULTANT shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

C. CONSULTANT shall perform the Services in accordance with the standard of care to endeavor to comply with all applicable federal, state, and municipal laws, to include building codes and accessibility standards (e.g., Americans with Disabilities Act) and with those of any other entity having jurisdiction over the Project. In addition, CONSULTANT shall perform the Services in a manner consistent with generally accepted standards for its profession.

D. Plans, drawings, specifications, and/or other reports produced by CONSULTANT (collectively referred to herein as "Instruments of Service") pursuant to the Services must be reasonably accurate and free from material errors or omissions. CONSULTANT shall promptly correct any known or discovered error, omission, or other defect in the Instruments of Service without any additional cost or expense to CITY and notify of CITY of same.

E. CONSULTANT shall designate a representative primarily responsible for its performance of the Services. The designated representative shall act on behalf of CONSULTANT with respect to all phases of the Services and shall be available as required for the benefit of the Project and CITY. CONSULTANT shall not change the designated representative without prior written approval of CITY, which approval may not be unreasonably withheld.

III. CITY'S RESPONSIBILITIES

A. CITY has provided CONSULTANT with a general description of the Project.

B. CITY shall furnish existing surveys, geotechnical reports, or other special investigations or tests, including structural, mechanical, and chemical, for the Project site as requested by the CONSULTANT and as reasonably necessary for the completion of the Services. The parties will agree to this work prior to entering into this Agreement and such work will not be included as part of the Services specified in **Exhibit A**.

C. CITY shall review the Instruments of Service and shall notify CONSULTANT of any design fault or defect in the Services or Instruments of Service of which CITY becomes aware.

D. CITY shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Services.

E. CITY designates Ashlea Boyle, Director of Parks and Recreation, who can be reached at (830)258-1153, as its representative authorized to act on its behalf with respect to the Project.

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Payment Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount of payment shall not exceed \$683,036.00 unless additional services are requested by CITY.

V. AGREEMENT TERM

A. CONSULTANT shall commence its work immediately upon the parties' execution of this Agreement and proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT. This Agreement will terminate upon CONSULTANT's completion and CITY's acceptance of Services, unless sooner terminated as provided herein

VI. DOCUMENTS

A. CONSULTANT shall submit all Instruments of Service to CITY for approval. All Instruments of Service must be professionally sealed as required by law or by CITY.

B. CONSULTANT shall deliver the Instruments of Service to CITY, and CITY shall have a non-exclusive license to Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project subject to the CITY's full payment of any amounts due to CONSULTANT. If CITY uses the Instruments of Service on any work of CITY other than that specified in the Services, then under those circumstances and only to the extent allowed by law, CONSULTANT, its officers, agents, servants, and employees will not be liable for damages or claims arising from any inaccuracy or any use of the Instruments of Service with respect to such other work, and except where CONSULTANT is contractually retained for and participates in such other work.

C. CONSULTANT grants CITY a non-exclusive license to Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project subject to the CITY's full payment of any amounts due to CONSULTANT under this Agreement. This license shall survive the termination of this Agreement and includes CITY's right to use and reproduce these documents as necessary. Further, CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing

copies of the Instruments of Service in compliance with that Act. CONSULTANT, after completion of the Project, shall immediately furnish originals of all Instruments of Service to CITY.

D. CONSULTANT shall deliver all text documents supplied to CITY as provided herein that are fully compatible with MS Word and all drawings fully compatible with Adobe PDF format.

VII. TERMINATION

A. CITY or CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, CITY's payment to CONSULTANT, in accordance with this Agreement, will be made on the basis of the Services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. In addition, CITY's payment is subject to the CONSULTANT's delivery of all documents and reports reasonably required by CITY, to include Instruments of Service, invoices, statements, and accounts.

B. Should CITY require a modification to this Agreement, and in the event CITY and CONSULTANT fail to agree upon such modification, either CITY or CONSULTANT have the option of terminating this Agreement. Thereafter, CITY shall pay CONSULTANT in accordance with this Agreement for the Services mutually agreed upon by CITY and CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

VIII. INSURANCE

CONSULTANT shall carry insurance in the following types and amounts for the duration of this contract and furnish copies of certificates of insurance as evidence thereof to Owner through Owner's representative:

A. Workers Compensation Insurance: in an amount meeting statutory requirements of the State of Texas on all CONSULTANT's employees carrying out the Services, and by executing this Agreement, CONSULTANT certifies that it has provided the necessary Workers Compensation Insurance.

B. Automobile Liability Insurance: with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage must include all owned, hired, and non-owned motor vehicles used in the performance of this Agreement by CONSULTANT or its employees.

C. General Liability Insurance: on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products, and Completed Operations shall be \$2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than \$2,000,000.

D. Professional Liability Errors and Omissions Insurance: with limits of liability not less than \$1,000,000 per occurrence covering all work performed by CONSULTANT, its employees, subcontractors, or independent contractors. If this coverage may only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with CONSULTANT continuing to furnish the City certificates of insurance.

E. Subcontractor: in the case of any work sublet, CONSULTANT shall require subcontractor and independent contractors working under the direction of either CONSULTANT or a subcontractor to carry and maintain the same workers compensation and liability insurance required of CONSULTANT.

F. Qualifying Insurance: the insurance required by this Agreement must be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

A. CONSULTANT SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, HEREINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "INDEMNITEE(S)", FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY, OR DAMAGE OF ANY CHARACTER AND FROM AND AGAINST COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS, CLAIMS, LOSSES, DAMAGES, OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY ARISING FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, OR SUBCONTRACTORS, OR ANYONE ELSE UNDER CONSULTANT'S, DIRECTION AND CONTROL IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO

BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, CONSULTANT SHALL INDEMNIFY INDEMNITEE(S) AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

B. CONSULTANT is not responsible for the actions of the CITY's contractor to perform the construction of the improvements covered under this Agreement.

C. Acceptance and approval of any work or final plans by CITY neither constitutes nor may be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents, and consultants for the accuracy or competency of their designs, working drawings, and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the Instruments of Service, or CONSULTANT's employees, contractor, agents, and consultants.

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

CONSULTANT agrees that it is an independent contractor and not an agent of CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. **CONSULTANT shall indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said statutes in connection with employees of CONSULTANT.**

XI. INDEMNIFICATION FOR PERFORMANCE

CONSULTANT SHALL DEFEND AND INDEMNIFY INDEMNITEES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION, AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THE SERVICES.

XIV. DEFAULT OF CONSULTANT

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with this Agreement as to the quality or character of the Services or time of performance, and the failure is not corrected within ten (10) days after written notice

from CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work reasonably determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT shall not be paid for uncompleted work, and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.

B. CITY may, without terminating this Agreement or taking over the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation.

XV. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between CITY and CONSULTANT and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

B. Assignment. This Agreement is a professional service contract for the services of CONSULTANT and CONSULTANT's interest in this Agreement, duties hereunder, and/or fees due may not be assigned or delegated to a third party without the written consent of CITY, which shall not be unreasonably withheld. Sale of more than fifty percent (50%) ownership of CONSULTANT will be considered an assignment.

C. Adjustment in Services. CONSULTANT shall not make any claims for extra services, additional services, or changes in the Services without a written agreement with CITY prior to the performance of such services.

D. Applicable Law. This Agreement must be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law. Venue will occur in Kerr County, Texas.

E. Waiver. A delay or omission by either party in exercising any right or power under the Agreement may not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement may not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement. Further, neither CITY's review, approval, or acceptance of, nor payment for any of the Services may be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination may not affect any other provision of this Agreement which will be interpreted as if the invalid or unenforceable provision had not been included.

G. Independent Contractor. CONSULTANT agrees that CONSULTANT is engaged as an independent contractor and that City has no responsibility to provide CONSULTANT or its employees with any benefits associated with employee status. CONSULTANT shall neither hold itself out as nor claim to be an officer, partner, employee, or agent of CITY.

H. Exhibit(s). The following exhibit(s) is attached to this Agreement and are included herein for all purposes:

Exhibit A Scope of Services

I. Execution Becomes Effective. This Agreement is effective as of the Effective Date.

J. Notices and Authority. CONSULTANT shall send all notices required under this Agreement to the City Manager at City Hall, 701 Main Street, Kerrville, TX 78028. CONSULTANT agrees that only the City Manager, or designee, has the authority to represent CITY or bind CITY under this Agreement. CITY shall send all notices required under this Agreement to the CONSULTANT at:

Edgar Farrera, AIA NCARB LEED AP BD+C NOMA
Partner – Marmon Mok Architecture
900 East 6th Street, Suite 105
Austin, Texas 78702
(512) 687-3423 farrera@marmonmok.com

K. Prohibition on Contracts with Companies Boycotting Israel. CONSULTANT hereby verifies the following per Section 2271.002, Texas Government Code:

1. CONSULTANT does not boycott Israel; and
2. CONSULTANT will not boycott Israel during the term of the Agreement.

L. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. CONSULTANT hereby verifies that CONSULTANT 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. CONSULTANT hereby verifies the following per Section 2276.002, Texas Government Code:

1. CONSULTANT does not boycott energy companies; and
2. CONSULTANT will not boycott energy companies during the term of the Agreement.

N. Written Verification as to Firearm Entities. CONSULTANT hereby verifies the following per Section 2274.002, Texas Government Code:

1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. CONSULTANT 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, CONSULTANT 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER
THE CITY OF KERRVILLE

CONSULTANT
Marmon Mok LP

BY: _____
Dalton Rice,
CITY MANAGER

BY: _____
Edgar Farrera
PARTNER

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

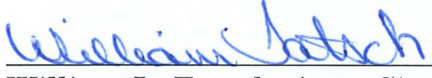
APPROVED AS TO INSURANCE:

Julie Behrens, Director of Finance

Kimberly Meisner, Asst. City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



William L. Tatsch, Asst. City Attorney

Ashlea Boyle, Director of Parks and
Recreation

MarmonMok

ARCHITECTURE

January 9, 2024
Revised January 12, 2024
Revised January 31, 2024
Revised February 1, 2024
Revised April 12, 2024

Ashlea Boyle
Director of Parks and Recreation
City of Kerrville
Parks and Recreation Department
2385 Bandera Highway
Kerrville, Texas 78028

Re: A/E Proposed Scope and Fee for Design and Construction Administration Services
Olympic Pool Facility Expansion & Renovation

Dear Mrs. Boyle:

Thank you again for this opportunity to submit this proposal to you for the scope and fee proposed for design services. As requested, please find herein our proposal for architectural, engineering, and special design consultant services for programming validation and cost update to the Kerrville Olympic Pool Feasibility Study dated Oct. 21, 2022, development of facility proforma, and design / construction administration of the project.

Our proposed consultant team is as follows:

- Architecture, Interior Design & Project Management – Marmon Mok
- Aquatics/Pool Consultant – Counsilman Hunsaker
- MEP & Fire Protection – MEP Engineering, Inc.
- Structural – Intelligent Engineering Services (I.E.S.)
- Civil – R/K Engineering, LLC
- Landscape Architecture & Irrigation – CFZ Group, LLC
- Audio-Visual, Telecommunications & Security – Datacom Design Group
- Cost Estimating – Project Cost Resources, Inc.

We have worked closely with our proposed consultants to prepare a comprehensive scope of services which provides the services per our Scope of Services meeting held on December 15, 2023. This proposal also includes all additional services discussed in that meeting.

PROJECT SCOPE:

Our understanding of the project scope is defined by the City of Kerrville approved design Option A as outlined in the Kerrville Olympic Pool Feasibility Study dated Oct. 21, 2022, prepared by Marmon Mok, and further defined by our discussions during the December 15, 2023, Scope of Services meeting. Please reference *Attachment D - Schedule of Services* outlining that discussion. Marmon Mok understands the total Project Cost to be approximately \$6,500,000.00 and a Construction Cost anticipated at approximately \$5,150,000.00. See *Attachment A - Total Project Budget Summary – Rev 1*. The construction budget to be confirmed by AE based on a Program Validation discussion to be conducted in the Project Kick-off Meeting.

It is understood the project construction will be Competitive Sealed Proposal delivery method, will not be phased construction, not require any sustainability certifications such as LEED or SITES.

We have developed a tentative Project Schedule assuming design phases services Notice To Proceed might be February 5, 2024; reference *Attachment B, Tentative Project Schedule – Rev 1*. Based on previous discussions, attached tentative Project Schedule, and the assumed construction duration (to be confirmed by contractor), the actual start date could be revised to as late as April 1, 2024 as still open pool facility by May 1, 2026 summer pool season.

This proposal includes full AE services understood to be required by the project scope. Additional Services are proposed services outside the basic building design services, some of which may be required by local statute, or provided by the Owner, for project development.

The AE understand the scope for the proposed project will consist of the following subject to budget constraints:

1. New Building Entrance.
2. New Team Locker/Toilet/Shower Room.
3. New First Aid Room.
4. New Pool Mechanical Room and Renovation of Existing Pool Mechanical System.
5. New Pool Equipment Storage Room.
6. New Pool Chemical Storage Rooms (2 rooms).
7. Renovation of Existing Building as required bring existing facility into code compliance including major renovation of public toilet rooms.
8. Renovation of existing Building Exterior and Interior Finishes.
9. Addition of Air Conditioning for all enclosed public spaces.
10. Replacement existing Toddler Pool of similar size.
11. Replace all existing Pool Deck.
12. Addition of two Bulkheads to accommodate 25-yard competitive / practice course.
13. Replace Diving Stands.
14. New Spectator Seating including event sound system and Spectator Seating Shade Structure.
15. Replacement of Pool recirculation piping.
16. Update existing Swimming Pool Interior Finishes.
17. New Facility Entrance Monument Sign (Add Service)

The design of the following systems and/or components are excluded from the scope of services:

1. Timing and scoreboard/display systems.
2. Modifications to existing site parking and on-site traffic.
3. Modifications to site drainage outside of drainage required for new construction.
4. Site lighting other than that required for code compliance.
5. F.F.E. Design and Procurement Documentation

FEES:

Basic Design Services fee is proposed as a lump sum for all work designed and documented by the Architect. As requested, we have separated the fees into two contract phases.

Phase 1 Contract Fees include all basic service deliverables associated with Schematic Design, Design Development, and Construction Documents, and Bidding/Permitting, and all proposed Phase 1 Contract Fees for Additional Services and Reimbursable Expenses.

Phase 2 Contract Fees, if approved at a later date, include all basic services associated with Construction Administration and Project Close out, and all proposed Phase 2 Contract Fees for Additional Services and Reimbursable Expenses.

The Basic Services consultant team for both phases consists of Architectural, Civil, Landscape Architecture & Irrigation, Interior Design, Aquatics Design and Engineering, Structural, Mechanical, Plumbing, Electrical, Fire Protection Engineering, and AV-IT, Security. Cost Estimating consultant will be a part of Phase 1 only.

PHASE 1 CONTRACT – AE BASIC SERVICES FEES DETAILED BREAKDOWN:

- Schematic Design Phase \$139,724.00
 - Architect (Prime)..... \$74,157.00
 - Civil.....\$3,960.00
 - Landscape / Irrigation.....\$1,530.00
 - Structural.....\$9,450.00
 - Aquatics.....\$26,974.00
 - MEP & FP.....\$13,500.00
 - AV-IT-Sec.....\$4,107.00
 - Cost Estimator.....\$6,045.00
- Design Development Phase.....\$172,015.00
 - Architect (Prime).....\$90,637.00
 - Civil.....\$4,840.00
 - Landscape / Irrigation.....\$1,870.00
 - Structural.....\$11,550.00
 - Aquatics.....\$32,968.00
 - MEP & FP.....\$16,500.00

- AV-IT-Sec.....\$5,020.00
- Cost Estimator.....\$8,630.00
- Construction Documents Phase.....\$267,181.00
 - Architect (Prime).....\$144,195.00
 - Civil.....\$7,700.00
 - Landscape / Irrigation.....\$2,975.00
 - Structural.....\$18,375.00
 - Aquatics.....\$52,450.00
 - MEP & FP.....\$26,250.00
 - AV-IT-Sec.....\$7,986.00
 - Cost Estimator.....\$7,250.00
- Bidding/Permitting Phase\$14,853.00
 - Architect (Prime).....\$8,240.00
 - Civil.....\$440.00
 - Landscape / Irrigation.....\$170.00
 - Structural.....\$1,050.00
 - Aquatics.....\$2,997.00
 - MEP & FP.....\$1,500.00
 - AV-IT-Sec.....\$456.00

SUB-TOTAL PHASE 1 CONTRACT - AE BASIC SERVICES FEES:\$593,773.00

PHASE 1 CONTRACT - ADDITIONAL SERVICES FEES DETAILED BREAKDOWN:

- Existing Facility Record Drawing Development (Lump Sum) \$5,806.00
 Perform field verified dimensions and structure survey of existing facilities in effort to develop dimensionally and structurally correct record drawing of existing structures. Excludes pool structure other than dimensionally locating relative to building structures.
 (Marmon Mok)
- Geotechnical Investigation and Report (Not To Exceed) \$24,750.00
 Commission geotechnical engineering firm to perform geotechnical investigation and develop report as required for foundation design recommendations for expansion and existing pool slab correction relative to pool structure leak.
 (Consultant: TBD)
- Topographic and Surface Feature Survey (Lump Sum) \$7,150.00
 Provide topographic, tree and surface feature survey for use in design of areas required for expansions, assumed areas needed for drainage design for all new construction and any identified existing drainage issues associated with the existing building and pool structures.

(R/K Engineering)

- Storm Water Management Plan - If Required (Lump Sum) \$4,950.00
Provide design and documentation as required for bidding, regulatory review, and construction for storm water management. At this time, it is assumed this scope will not be necessary.
(R/K Engineering)
- Storm Water Detention Design - If Required (Lump Sum)..... \$4,950.00
Provide design and documentation as required for bidding, regulatory review, and construction of storm water detention. At this time, it is assumed this scope will not be necessary.
(R/K Engineering)
- Monument Sign (Lump Sum) \$13,760.00
Design and detailing of the monument sign at pool facility entrance as required for bidding, regulatory review, and construction.
(AE Team)
- Hazardous Material CD Documentation (Lump Sum)..... \$6,450.00
Development of Construction Document drawings and specification coordinating the of the removal of hazardous materials identified in Owner furnished report, as required for bidding, regulatory review, and construction.
(Marmon Mok)

SUB-TOTAL PHASE 1 CONTRACT - ADDITIONAL SERVICES FEES: \$67,816.00

PHASE 1 CONTRACT - REIMBURSABLE EXPENSES FEES DETAILED BREAKDOWN:

- Fire Flow Test (Not To Exceed) \$1,100.00
- Preliminary Plan Review (Assumed)..... \$2,500.00
- Travel expenses \$2,136.00
 - For out-of-town consultants (including airfare, ground transportation, lodging and meals)
 - Aquatics Consultant - 1 trip total @ \$800/trip = \$800.00
 - Travel expense for architect and consultants in San Antonio
 - Maximum expense of \$1,336.00
- Courier Service..... \$500.00
- Printing \$15,211.00
 - Printing of Plans and Specifications as required by the Owner. Fee assumes 16 sets of half-size drawings, 8 sets of full-size drawings, and 24 sets of specifications for

entire design phase services. Printing of sets for bidding and construction used by the contractors are not included.

SUB-TOTAL PHASE 2 CONTRACT - REIMBURSABLE FEES:.....\$21,447.00

SUMMARY OF PHASE 1 CONTRACT AE FEES:

PHASE 1 AE BASIC SERVICES FEE:	\$593,773.00
PHASE 1 ADDITIONAL SERVICES FEE:	\$67,816.00
<u>PHASE 1 REIMBURSABLES FEE:</u>	<u>\$21,447.00</u>
TOTAL PHASE 1 CONTRACT AE FEE:	\$683,036.00

If approved at later date:

PHASE 2 CONTRACT - AE BASIC SERVICES FEES DETAILED BREAKDOWN:

- Construction Administration Phase\$155,958.00
The Construction Administration Phase Fee is determined for a twelve (12) month construction duration; if construction extends into a fourteenth (14th) month or longer construction phase, AE will require additional CA Phase fees to be negotiated.
 - Architect (Prime).....\$86,517.00
 - Civil.....\$4,620.00
 - Landscape / Irrigation.....\$1,785.00
 - Structural.....\$11,025.00
 - Aquatics.....\$31,470.00
 - MEP & FP.....\$15,750.00
 - AV-IT-Sec.....\$4,791.00
- Project Closeout Phase.....\$14,853.00
 - Architect (Prime).....\$8,240.00
 - Civil.....\$440.00
 - Landscape / Irrigation.....\$170.00
 - Structural.....\$1,050.00
 - Aquatics.....\$2,997.00
 - MEP & FP.....\$1,500.00
 - AV-IT-Sec.....\$456.00

SUB-TOTAL PHASE 2 CONTRACT - AE BASIC SERVICES FEES:\$170,811.00

PHASE 2 CONTRACT - ADDITIONAL SERVICES FEES DETAILED BREAKDOWN:

- Code Required Commissioning Services (Lump Sum).....\$5,500.00
Perform code required commissioning investigation to confirm compliance with IECC and furnish report to owner and contractor for all new MEP systems to ensure correct and energy efficient operation.
(Alderson and Associates, Inc.)
- Enhanced Commissioning Services (Lump Sum).....\$14,000.00
Perform enhanced commissioning investigation in addition to code required commissioning services and furnish report to owner and contractor for all new MEP systems to ensure correct and energy efficient operation.
(Alderson and Associates, Inc.)
- Record Drawing Documents – Digit Format (Lump Sum).....\$11,976.00
Prepare Record Drawings based upon the GC's As-builts drawings. Each discipline will update drawings sheets and/or BIM model or cad file. Architectural, Structural, MEP and the Aquatics disciplines will be in the form of BIM model. Civil, Landscape/Irrigation, and

AV-IT will be in the form of cad files. A complete PDF set will be developed and included on the BIM Models CDs to be furnished to the Owner.
(AE Team)

SUB-TOTAL PHASE 2 CONTRACT - ADDITIONAL SERVICE FEES:.....\$31,476.00

PHASE 2 CONTRACT - REIMBURSABLE EXPENSES FEES DETAILED BREAKDOWN:

- Travel expenses \$6,689.00
 - For out-of-town consultants (including airfare, ground transportation, lodging and meals)
 - Aquatics Consultant - 4 trips total @ \$800/trip = \$3,200.00
 - Travel expense for architect and consultants in San Antonio
 - Maximum expense of \$3,489.00
- Courier Service..... \$500.00
- Printing \$0.00
 - Printing of sets for bidding and construction used by the contractors are excluded from the fee.

SUB-TOTAL PHASE 2 CONTRACT - REIMBURSABLE FEES:.....\$11,389.00


SUMMARY OF PHASE 2 CONTRACT AE FEES:

PHASE 2 AE BASIC SERVICES FEE:	\$170,811.00
PHASE 2 ADDITIONAL SERVICES FEE:	\$31,476.00
PHASE 2 REIMBURSABLES FEE:	\$11,389.00
TOTAL PHASE 2 CONTRACT AE FEE:	\$213,676.00

A detailed Basic Services scope to be defined in an Agreement Between Owner and Architect. Additional Consultants are proposed as added expertise for specific areas of the project. Additional Services are offered and/or proposed services outside the Basic Services, but which may be required by local statute, for additional work required or provided by the Owner, for project development.

Please call me with any questions you may have.

Sincerely,



Edgar Farrera, AIA, NCARB, LEED DB+C
Associate Partner

Enclosure

cc:

Attachments:

Attachment A - Total Project Budget Summary – Rev 1

Attachment B - Tentative Project Schedule – Rev 1

Attachment C (not used)

Attachment D - Schedule of Services

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Kerrville Olympic Pool Reno/Expansion				
TOTAL PROJECT BUDGET ESTIMATE				
		1/31/2024		Notes
		TOTAL		
Construction Cost	\$ 4,998,750	79.16%		of project budget
Allowance - Soils	\$ -	0.00%		
Construction Contingency	\$ 149,963	3.00%		In Construction Cost
Total Cost of Construction	\$ 5,148,713			
FFE				
Furniture	\$ 50,000			Assumption
Other Owner Costs				
Signage & Graphics	\$ -			See AE Add Services
Tree Assessment	\$ -			n/a
Tree Survey	\$ -			n/a
Pre-engineering report	\$ -			n/a
Boundary Verification Survey	\$ -			n/a
Platting	\$ -			n/a
Topographic Survey	\$ -			See AE Add Services
Geotech	\$ -			See AE Add Services
MEP Systems Commissioning	\$ -			See AE Add Services
LEED Services (Excluding Cx)	\$ -			n/a
City Regulatory Review & Permitting Fees	\$ 30,000			Assumption based on CoK Web Site Fee Schedule
Impact Fees	\$ -			n/a
Utility Tap Fees	\$ -			n/a
Audio Visual Equipment	\$ -			n/a
Telephone System	\$ -			n/a
Security System	\$ -			AE Basic Service
TxDot Driveway Permit	\$ -			n/a
Traffic Impact Analysis	\$ -			n/a
Easement Documents	\$ -			n/a
Civil Engineering	\$ -			AE Basic Service
TPDES Storm Water Pollution Prevention Plan	\$ 6,500			Assumption
Storm Water Management Plan	\$ -			See AE Add Services
Fire Flow Test	\$ 750			Assumption
Owner Contingency	\$ 149,963	3.00%		Assumption
Asbestos Report	\$ 12,500			Assumption
Asbestos Abatement	\$ -			See AE Add Services
Existing Building Measured Drawings	\$ -			See AE Add Services
Material Testing	\$ 20,000			Assumption
Archeological Summary	-			n/a
Archeological Survey	-			n/a
Phase 1 Environmental Assessment	-			n/a
A/E Basic Services Fees	\$ 764,584			
A/E Additional Services Fees	\$ 99,292			
Reimbursable Expenses	\$ 32,836			
Total Project Budget	\$ 6,315,137			
TOTAL PROJECT FUNDS AVAILABLE	TBD			

2024

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Attachment D – Schedule of Services

This exhibit lists the schedule of services to be provided by the City of Kerrville (Owner) or by the Architect-Engineer (Architect) for the City of Kerrville Olympic Pool Renovation and Expansion. The Phase of the Work for each service is indicated.

Project Description

The project consists of approximately 3,800 square foot renovation (update for building and ADA codes) of the existing building with new exterior finishes HVAC. Approximately 3,825 gross square feet of expansion for a Team Locker/Shower Room addition and pool mechanical / First Aid Room addition. Replacement of existing pool deck, add two moveable bulk heads for competition swim, update diving boards, and spectator seating with shade structure and new facility building entrance. Total Cost of Construction for the Current Expansion is projected to be \$6,500,000.

Services	Responsibility (Architect, Owner, or Not Provided)	Location of Service Description
1. Programming Validation	Architect	Architect Proposal Letter (Phase 1)
2. Land Survey Services	Architect	Add Service
3. Geotechnical Investigation & Report	Architect	Add Service
4. Geologic Assessment	Not Provided	
5. Existing Facilities Investigation	Architect	Add Service
6. Feasibility Study-Market Research & Pro Forma	Architect	Architect Proposal Letter (Phase 1) Counsilman-Hunsaker
7. Site Analysis / Master Plan	Not Provided	
8. Utility Assessment	Not Provided	
9. Stormwater Management Plan / Detention	Architect	Basic Services
10. Phase I Environmental Study (ESA) - Update	Not provided	
11. Environmental Studies and Reports	Not provided	
12. Asbestos Abatement	Contractor	Add Service/Under GC's scope during construction
13. Owner-Supplied Data Coordination	Kerrville	
14. Detailed Cost Estimating	Architect	Basic Services
15. Government Fees for applications & permits	Owner	
16. Construction Materials Testing	Owner	
17. Design Phase Schedule Development & Monitoring	Architect	Architect Proposal Letter (Exhibit C)
18. Space Schematics/Flow Diagrams	Architect	Basic Services
19. Civil Engineering Design	Architect	Basic Services
20. Landscape / Irrigation Design	Architect	Basic Services
21. Architectural Design	Architect	Basic Services
22. Interior Design	Architect	Basic Services
23. Furniture Selection	Owner	Please confirm if necessary
24. Custom Furniture Design	Not Provided	
25. Structural Engineering Design	Architect	Basic Services
26. MEP Engineering Design	Architect	Basic Services
27. Fire Sprinkler Engineering Design	Architect	Basic Services (Performance Specification)
28. A/V-IT Design	Architect	Basic Services
29. Food Service Design	Not Provided	
30. Signage/Graphics Design	Architect	Additional Service (monument on Olympic Drive)
31. Lighting Design	Architect	Basic Services
32. Security Design	Architect	Basic Services
33. Special Bidding or Negotiation	Not Provided	
34. Value Analysis	Not Provided	
35. On-Site Project Representation	Not Provided	
36. Construction Management	Not Provided	
37. Start-up Assistance	Not Provided	
38. Post-Contract Evaluation	Not Provided	
39. Tenant-Related Services	Not Provided	
40. Expert Witness/Litigation Services	Not Provided	

Services	Responsibility (Architect, Owner, or Not Provided)	Location of Service Description
41. Archeological Survey (Tier I)	Not Provided	
42. Environmental Impact Analysis (Phase I)	Not Provided	
43. Traffic Impact Analysis (Level I) – if required	Not Provided	
44. Platting	Not Provided	
45. Re-Zoning	Not Provided	
46. Easement Documents	TBD - Civil	Additional Services
47. Utility Service Agreement	Not Provided	
48. Water Quality Plan	Architect	Basic Services
49. Private Wastewater Lift Station – if required	Not Provided	Basic Services
50. Perspective Renderings or Models	Not Provided	Additional Services
51. Record Drawings - Revit	TBD - Architect	Additional Services
52. Economic Impact Study	Not Provided	
53. Coordination of Owner-Furnished Items or Consultants	N/A	
54. Facility Marketing Brochure Design	Not Provided	
55. Community Group Presentations	Not Provided	
56. Asbestos Assessment/Report	Kerrville	
57. Sustainability Requirements	TBD	Additional Services
58.		
59.		
60.		
61.		
62.		
63.		
64.		
65.		



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

SUBJECT: Authorize request to the Tax Increment Reinvestment Zone No. 1 (TIRZ) for funding in an amount not to exceed \$50,000 for the City to contract for professional services to update its Kerrville 2050 Comprehensive Plan, focused on the area within this TIRZ.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 11, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$50,000	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	D - Downtown Revitalization
Guiding Principle	N/A
Action Item	D2.18 - Promote Downtown as a cohesive district with unified branding/graphics and marketing activities, including a website

SUMMARY STATEMENT:

As the City of Kerrville is contracting to update the Kerrville 2050 Plan, include an add-on service to create a Downtown Plan to identify specific action items through Downtown specific public engagement and analyze existing components and opportunities. See the attached scope of services for more details.

Staff would like to approach the TIRZ board to consider funding this scope.

RECOMMENDED ACTION:

Authorize staff to approach TIRZ board to consider funding downtown plan.

ATTACHMENTS:

[20240423_PSA Downtown Plan scope.pdf](#)

**AMENDMENT 1 – DOWNTOWN PLAN
SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT**

PROJECT UNDERSTANDING

The City of Kerrville (City) is engaging Freese and Nichols, Inc. (FNI) to prepare a downtown plan (Plan) consistent with standards, procedures, and best management practices in Texas. The resulting deliverables, containing analysis, vision, goals and objectives, public realm recommendations, and implementation action plans as described below. This will be an amendment to the Comprehensive Plan scope and the Downtown Plan will be a chapter within the larger Comprehensive Plan document. The work will focus on adding detail to the vision and projects identified for Downtown in the existing Kerrville 2050 plan.

PROJECT ASSUMPTIONS

The Downtown TIRZ Board will be the primary group providing oversight and guidance to FNI and the City staff throughout this planning process, there will not be a separate steering committee for this work.

The City's Director of Planning and Development will serve as the City contact person to work with FNI and to act as an intermediary with FNI, the TIRZ Board, City Council, the Mayor, and other city, county and state government staff persons as required. FNI will take direction from this City-appointed contact person.

The City will coordinate communication, meetings, and the transfer of necessary information from the City and other local organizations/entities as necessary for this effort.

The City will make arrangements for locations, setup, refreshments, and notifications and advertising for all stakeholder, focus group, public meetings, and online engagement. FNI will assist with flyers, e-mail blasts, advertisements and other electronic media used in advertising, including content creation.

The City will provide data and information from all previous and current studies and projects (as available) that may affect the outcome of the Plan. This information will be provided in digital format when possible and available.

The City will provide FNI with the most recently updated digital base map and aerial imagery of the planning area for use during the comprehensive plan preparation process. These files will be in the form of GIS file types native to ESRI ArcGIS, to the extent possible.

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

This scope identifies a specific number of meetings. Any significant additions to that number of meetings will be considered a change in scope and may increase the project cost.

All deliverables will be provided electronically in the native format in which they were prepared as well as PDF format. The plan document will be prepared using Adobe InDesign.

The schedule and timeline for the Downtown Plan will be in accordance with the overall Comprehensive Plan work. Long review times by the City throughout the process or a drawn-out final approval by the City Council may extend this timeframe.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

SCOPE OF SERVICES

Tasks such as project management, quality control, stakeholder engagement, and project initiation will be combined with the Comprehensive Plan process. Downtown-related content will be included in the Comprehensive Plan meetings and engagements as appropriate.

Task 12: Downtown Plan Chapter

The Downtown Plan will be formatted as a topical chapter within the overall Comprehensive Plan, and will include the following:

Analysis:

- Data review and analysis specific to the Downtown, as needed in addition to the city-wide analysis done for the Comprehensive Plan.
- Extra focus on the Downtown area during the in-person kickoff tour.
- Downtown SWOT or SOAR analysis.

Engagement:

- In addition to the Comprehensive Plan engagement activities, three (3) meetings with the TIRZ Board or joint meetings with the TIRZ Board and Main Street Board. These meetings will be done either virtually or as part of the in-person workshops already planned for the Comprehensive Plan process.

Vision and Goals:

- Confirmation of and alignment with the Downtown vision included in the existing Kerrville 2050 plan and the creation of Downtown goals to supplement the vision.

Recommendations:

Public realm strategies for the Downtown that focus on creating a cohesive built environment and enhancing the pedestrian experience in the area, including:

- Opportunities for improving connectivity to and through downtown for vehicles, bicycles, and pedestrians, with specific focus on enhancing the pedestrian experience. Including consideration of context, such as connectivity with adjacent neighborhoods, areas, and assets.
- Identification of street typologies and a general streetscape character plan, typical street sections for street typologies within the study area.
- Identification of potential infrastructure needs in Downtown.

- High-level identification of opportunities for infill development, redevelopment, and open spaces within the study area aimed at creating vitality and vibrancy in Downtown Kerrville.
- High level branding and activation recommendations, as needed. Including strategies related to creating active building frontages, placement and locations for downtown gateways, wayfinding, and public art, and physical recommendations related to the ability to host public gatherings and community events. This task does not include the actual designs for wayfinding signage, gateway monuments, art pieces, etc.
- Preparation of one (1) illustrative plan for Downtown Kerrville that incorporates and illustrates all of the elements noted in this task into one illustrative plan graphic. The plan graphic will consist of base information overlaid with illustrative graphics of the proposed physical elements generated as a part of these recommendations.
- FNI or their subconsultant will prepare up to two (2) renderings that will depict key physical elements of the recommendations, in the form of either low aerial and/or eye- level perspectives. Views for these renderings will be discussed, agreed upon, and approved by the City and FNI prior to commencement of the work by the renderer. If significant changes are made to the agreed upon views or additional views are requested after the renderer has begun their work, this will result in additional services.

Implementation:

- Initial phasing or prioritization plan noting near-, mid-, and long-term implementation of the physical public realm and infrastructure elements recommended in the Plan.
- Actions items matrix with timeframes, potential resource needs, and key players/roles for coordinated actions related to successful implementation of the physical public realm and infrastructure elements recommended in the Plan.
- High-level opinions of probable costs or ranges of costs for up to five (5) major or top-priority public realm and infrastructure projects recommended in the Plan.



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

SUBJECT: Authorization to submit a funding application to the City of Kerrville, Texas, Economic Improvement Corporation for park improvements in an amount not to exceed \$800,000.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$800,000	\$800,000	\$800,000	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area P - Parks / Open Space / River Corridor

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

On November 13, 2023, the Economic Improvement Corporation (EIC) held a public hearing and passed a resolution authorizing the issuance of \$20M of sales tax revenue bonds for several quality-of-life projects, including \$800,000 for general park improvements. The Kerrville City Council subsequently passed a resolution and approved the bond issuance on November 14, 2023. This bond issuance is a culmination of several months of planning with the EIC and City Council. The Parks and Recreation Advisory Board also participated in the planning process and approved a list of priority projects. As a reminder, payments on this bond package are supported by sales tax and not property taxes.

The expected projects to be included under this funding agreement include playground improvements, improvements to the interactive water features, and if budget allows, improvements to Singing Wind Park. The projects listed below are contingent on budget and are in priority order.

Projects

- **Playground Improvements: \$662,000**

- This scope includes replacing the playground at Kerrville-Schreiner Park and Guadalupe Park, including the installation of shade structures with each.

- **UV Light Disinfection System Installation: \$110,000**

- This scope includes the installation of UV light disinfection equipment in the pump

rooms at Louise Hays Park and Carver Park for the public interactive water features as a secondary disinfection system to satisfy code requirements for health and safety. Per State code, public interactive water features are required to be equipped with a supplemental (secondary) water treatment system to protect the public against the parasite, *Cryptosporidium*. There are several approved methods to satisfy this requirement, however, staff recommends the UV light disinfection system as it is a more reliable and efficient system. The City currently uses chemicals as a secondary method, however, availability is not guaranteed. Should the UV system go offline, chemicals would be the backup secondary disinfection method. Without a secondary disinfection system, the water features would have to be closed until compliance is met.

- **Singing Wind Park: \$28,000**

- The remaining funds may be used for improvements to Singing Wind Park such as the addition of a disc golf course, contingent on budget. As a reminder, Singing Wind Park was the number one priority park identified for improvements in the Parks and Recreation Master Plan Update in 2022. Thus, Singing Wind Park Improvements, separate from the Olympic Pool Improvements, were recommended by the Parks and Recreation Advisory Board and staff for the bond package. It was not a selected project. Staff recommends utilizing the remaining bond funds for this allocation for Singing Wind Park. The majority of the improvements identified in the master plan require more significant funding. A smaller project such as disc golf, with the preliminary estimates, could be manageable and an accomplishment of a master plan action item.

Staff is requesting authorization to submit a funding application to the EIC for \$800,000 for this purpose. If approved, it will be presented at the May EIC meeting.

RECOMMENDED ACTION:

Authorize staff to submit the funding application.



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

SUBJECT: Authorization to submit a funding application to the City of Kerrville, Texas, Economic Improvement Corporation for Heart of the Hills Heritage Center in an amount not to exceed \$2,000,000.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? Yes

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The original budget for the A.C. Schreiner house renovations was \$3,600,000, with \$3,250,000 put into the budget for construction with \$350,000 held back for contingency. After 30% design was complete with by the Marksmen team it was discovered that this budget had severe limitations to the full use of the building. After extensive discussion with the Heart of the Hills Heritage Center (tenant) the option to utilize the entire building was recommended and City Council approved, the construction budget increased to \$5,304,000.

EIC approved bond funding for \$20,000,000 with the intention of using \$2,000,000 of those funds to cover this funding gap. Marksmen is progressing along with the 60% construction documents and it is now time to finalize the agreement with EIC and the City Council. This is a four part process. First, the request to City Council to approach EIC, then EIC to consider calling a public hearing, EIC holding the public hearing and finally City Council ratifying the agreement between EIC and the City. This process should be back to City Council for ratification on 6/25, right around the time that Marksmen is projected to have their 60% design development drawings complete. This will allow the City time to move forward with a design build amendment and Guaranteed Maximum Price (GMP) not long after.

RECOMMENDED ACTION:

Authorize staff to submit EIC funding application for the Heart of the Hills Heritage Center for \$2,000,000.

ATTACHMENTS:

[20240423_Proposal Marksman HHHC.pdf](#)



MARKSMEN
GENERAL CONTRACTORS

A.C. SCHREINER HOUSE & GROUNDS SD BUDGET & PHASE II PRE-CONSTRUCTION

Proposal for The City of Kerrville

Revised January 5, 2024

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PURPOSE



RELATIONSHIP



EXCELLENCE



CULTIVATION



INTEGRITY



SERVICE



EXECUTION

CORE VALUES

PROPOSAL SUMMARY

OWNER INFORMATION

Owner:	City of Kerrville	Project:	A.C. Schreiner House & Grounds
Address:	701 Main Street Kerrville, TX 78028	Address:	529 Water Street Kerrville, TX 78028
Primary Contact:	Kim Meisner	Alt. Contact:	Michael Hornes
Phone:	(830) 258-1140	Phone:	
E-Mail:	Kim.meisner@kerrvilletx.gov	Email:	Michael.hornes@kerrvilletx.gov

DESIGN TEAM & PLANS

Architect:	Fisher Heck Architects	Date of Plans:	10/31/2023	Revision #:	N/A
MEP Engineer:	Skye MEP	Date of Plans:	10/31/2023	Revision #:	N/A
Civil Engineer:	N/A	Date of Plans:	N/A	Revision #:	N/A
Structural Engineer:	Alpha Consulting Engineers	Date of Plans:	10/31/2023	Revision #:	N/A
Geo-Tech Engineer:	Rock Engineering	Date of Plans:	10/31/2023	Revision #:	N/A



SCOPE OF WORK

DIVISION DETAILS

DIV	DESCRIPTION	PRICE
DIV 01	GENERAL CONDITIONS (INCLUDING INSURANCE, SOFTWARE, DUES & GC FEE)	\$880,000
	Personnel (Project Manager, Site Superintendent, Administration, etc.)	
	Fuel	
	Project Trailer / Office	
	Water & Ice For Job Site	
	Office Supplies	
	Document Reproduction	
	Submittal Courier / Postage	
	Construction Photographs	
	Job Site Signage	
	As-Built Drawings	
	Flash Drives for Final Documents / O&M Manuals	
	Surveyor / Engineering For Layout of Site Improvements	
	Final Property Survey	
	Port-A-Can Toilet Rental	
	Temporary Electrical Connection For Office Trailer & Construction	
	Daily Cleanup	
	Dumpster Rental / Trash Haul Off	
	Safety & First Aid	
	Safety Inspections	
	Fire Extinguishers	
	Floor Protection	
	Temporary Construction Fencing	
	KnoxBox For Fire Dept Access (#4400)	
	AIA Pay Applications & Closeout Documents	
	Architect Construction Admin Fees	
	Engineer's Construction Admin Fees	
	Builders Risk Insurance	
	GL, WC, Cyber, Etc, Insurance	
	Software & Dues	
	GC Fee	



DIV	DESCRIPTION	PRICE
DIV 03	DEMOLITION	\$103,000
	Basement	
	Shelving	
	Stair Components as Required (Landing To Remain)	
	Plumbing Fixtures / Equipment	
	HVAC Equipment	
	Electrical Fixtures / Equipment	
	Asbestos Abatement	
	1st Floor–Interior	
	Window For Elevator Access	
	Wall For Elevator Access	
	Interior Windows	
	Interior Doors	
	Interior Walls	
	Ceiling Fur Downs	
	Ceiling	
	Exterior “Front Door”	
	Appliances	
	Millwork / Cabinets & Counter tops	
	Stairs in NW Corner (Basement Access To Remain)	
	Flooring	
	Plumbing Fixtures	
	Electrical Fixtures	
	2nd Floor–Interior	
	Window For Elevator Access	
	Wall For Elevator Access	
	Interior Doors	
	Interior Walls	
	Ceiling Fur Downs	
	Ceiling	
	Interior Faux Columns	
	Appliances	
	Millwork / Cabinets & Counter tops	
	Stairs in NW Corner	
	Flooring	
	Plumbing Fixtures	
	Electrical Fixtures	



DIV	DESCRIPTION	PRICE
	3rd Floor–Interior	
	Window For Elevator Access	
	Wall For Elevator Access	
	Interior Doors	
	Interior Walls	
	Millwork / Cabinets & Counter tops	
	Flooring	
	Plumbing Fixtures	
	Electrical Fixtures	
	Exterior	
	Wood Framed Stairs at NW Corner	
	Sun room / Porch Structure & Foundation / Footings	
	Sidewalk From Water Street to Porte-Cochere	
DIV 03	CONCRETE	\$155,000
	Footings In Crawl Space	
	(26) Hand Dug 2' x 2' x 2'	
	Elevator Pit / Foundation	
	9'–4" x 7'–9 ¾" x 4'–10" Deep	
	Sidewalk / Flatwork	
	Approx. 900 SF	
DIV 05	METALS	\$77,000
	Elevator Structural Steel	
	Columns, Beams, Roof "B" Deck, Bracing, Etc.	
DIV 06	WOODS, PLASTICS & COMPOSITES	\$141,000
	Millwork	
	Warming Kitchen & Storage Room Base Cabinets (20 LF)	
	Storage Room Wall Cabinets (10 LF)	
	3 rd Floor Restroom Sink Base Cabinet	
	Solid Surface Counter tops (23 LF)	
	Roof Blocking For New Roof at Elevator Shaft	
	Exterior Wood Repair & Restoration	
	Cornice	
	Paneled Walls	
	Siding	
	Doors	
	Porches	
	Railings	
	Balustrades	



DIV	DESCRIPTION	PRICE
DIV 07	THERMAL & MOISTURE PROTECTION	\$111,000
	Elevator Shaft Roofing	
	TPO Roof System	
	2 nd Floor Balcony "Roofing"	
	TPO Roof System	
	Main Roof TPO Patch & Repair as Needed	
	Flashings For New Through Roof Vents	
	Gutters & Downspouts	
	Elevator Exterior Door Canopy Roofing	
	24 Ga. Standing Seam	
	Misc Interior Caulking / Joint Sealants	
DIV 08	OPENINGS	\$502,000
	Window Refinishing	
	Remove Sash & Install Temporary Boarding	
	Scrape & Sand To Sound & Tight	
	Restoration of Sash, Frame & Trim as Required	
	Replace Cracked or Broken Glass	
	Remove Glass, Back Glaze & New Exterior Glazing	
	Hardware Restoration & Reinstall	
	Double Hung Windows To Be Historically Accurate With Sash Cord, Pullies, Lifts & Locks	
	Prime & Paint	
	Reinstall of Sash (Sealed Shut)	
	Furnish & Install Low-E Film To Interior Side of Glass	
	Interior Doors	
	Restoration of Doors & Frames as Needed	
	Hardware Restoration, Mortising & Re-Install	
	New Hardware ONLY as Required	
	Exterior Doors	
	Replace "Non-Historic" Back Door With New To Match Existing Historic	
	Hardware Restoration, Mortising & Re-Install	
	Restoration of Doors & Frames as Needed	
DIV 09	FINISHES	\$632,000
	Exterior Plaster Repair & Restoration	
	Match Plaster Where Missing	
	Crack Seal Restoration	
	Chimney Tuck Pointing & Analysis of Water Shed Mortar Wash	
	Analysis of Existing Plaster For Additional Repair Beyond Obvious	
	Stucco / Plaster of New Elevator Shaft To Match Existing	



DIV	DESCRIPTION	PRICE
	Prime & Paint Complete Exterior	
	1 st Floor Framing Reinforcing	
	In Crawl Space	
	2 nd Floor Framing Replacement	
	Near Southeast Front Entrance	
	New Framing / Infill of Gyp Board Walls & Ceilings as Needed	
	Prime & Paint Complete Interior	
	Wood Flooring Restoration	
	1 st & 2 nd Floor Refinishing	
	Treads & Riser Refinishing	
	Encaustic Tile Restoration	
	Strip Existing Finish	
	Grout Infill as Required	
	Clean & Install New Finish	
	Ceramic Tile	
	New Restroom Floors	
	Restroom Wet Wall 48" Wainscot	
DIV 10	SPECIALTIES	\$53,000
	Restroom Accessories	
	(5) Paper Towel Dispensers With Waste Receptacles	
	(5) Toilet Paper Dispensers	
	(5) Soap Dispensers	
	(5) Mirrors	
	(5) 36" SS Grab Bars	
	(5) 24" SS Grab Bars	
	(2) Diaper Changing Station	
	Signage	
	(5) Restroom Door Signs	
	(12) Misc. Room Signs	
	(3) Fire Extinguishers & Cabinets	
	(2) Folding Partitions	
DIV 11	EQUIPMENT	\$8,000
	Warming Kitchen Appliances Allowance	
DIV 14	CONVEYING EQUIPMENT	\$154,000
	Schindler Elevator	
	4 Stop Elevator (Exterior Access is 4 th Stop)	
	3300 Machine Room-Less Traction Elevator	
	2,100 lb. Capacity	
	5'-9" x 4'-4" Approx. Inside Cab Dimensions	



DIV	DESCRIPTION	PRICE
DIV 21	FIRE SUPPRESSION	\$259,000
	Survey & Design	
	Dry Pipe Double Interlock (Electric / Pneumatic) Pre-Action Fire Sprinkler System	
	Throughout: Basement, 1 st Floor, 2 nd Floor, 3 rd Floor & Attic Space	
DIV 22	PLUMBING	\$122,000
	Make Safe For Demo Sub-Contractor	
	Water Piping	
	Sewer Piping	
	Electric Water Heater With Circulation Pump	
	Fixture Package	
	Elevator Sump Pump & Piping	
DIV 23	HVAC	\$457,000
	Make Safe For Demo Sub-Contractor	
	Floor Mounted Radiators & Associated Piping	
	Electric Wall Heater	
	Ductwork, Diffusers & Supports	
	Fan & Coil Unit, Condensing Unit & Associated Piping	
	Electric Heaters In Basement	
	VRF Units & Wall Mounted Thermostats	
	VRF Branch Controllers	
	Heat Recovery Unit	
	HVAC Commissioning	
DIV 26	ELECTRICAL	\$603,000
	Make Safe For Demo Sub-Contractor	
	Gear Package	
	Lighting Package	
	Fixture Package	
	Backup Generator For Elevator	
	Minimal Site Lighting (Wall Packs & 2 Light Bollards / Poles)	
	Lighting Commissioning	
DIV 27	COMMUNICATIONS	\$60,000
	Structured Cabling	
	Cat 6 Cabling	
	MDF	
	Plywood Backboards, Wall Mount Rack, Wire Management & Patch Panels	
	Label & Test	
DIV 28	ELECTRONIC SAFETY & SECURITY	\$110,000
	Fire Alarm System	
	Security Alarm Allowance	
	Including Minimal Security Cameras	



DIV	DESCRIPTION	PRICE
DIV 31	EARTHWORK	\$36,000
	SWPPP	
	Concrete Washout Pit	
	Silt Fence	
	Earthwork	
	Elevator Pit Excavation & Building Pad	
	New Sidewalk Sub-Grade Prep / Pad	
DIV 32	EXTERIOR IMPROVEMENTS	\$81,500
	Fencing (South Property Line to Carriage House)	
	To Prevent Visitors From Falling or Getting To River	
	~185 LF Wrought Iron Fence	
	Landscape Allowance	
	Irrigation Allowance	
	To Repair Damaged Areas Around House Only	
DIV 33	UTILITIES	\$100,000
	Fire Line, Riser & Tie In	
	Cap Existing Sewer Line & Extend New Sewer Line To New Tie In Point At House	
	New Domestic Water Line From Street To House	
ALLOW	ALLOWANCES	\$175,000
	Design Contingency	
	To Cover Construction Costs of Any Changes in Remaining Design	
	Construction Contingency	
	To Cover Construction Costs of Any Unforeseen Conditions	
SUB	SUB-TOTAL	\$4,819,500
ALLOW	INFLATION FACTOR ALLOWANCE	\$83,500
TOTAL	"SD" BUDGET FOR THE ABOVE SCOPE OF WORK	\$4,903,000

DESIGN DETAILS

PHASE	DESCRIPTION	PRICE
PHASE I	Design Fees (Existing Contract)	\$175,200
PHASE II	Design Fees (Remaining Design & Pre-Construction Fees)	\$225,800
TOTAL	SD Budget (Including design, pre-construction, & construction)	\$5,304,000



EXCLUSIONS

- City or municipal impact fees
- Building permits or plan review fees
- Utility company impact fees or usage billings
- Temporary utilities
- 3rd party inspections or testing
- Exhibit design or fixtures
- Site / project security
- Unforeseen utility conditions / piping, etc.
- Existing metal roofing work / repairs
- Tree trimming or arborist
- Carriage house work of any kind
- Railing or fencing modification of existing
- Lead based paint abatement
- Exterior building or monument signage
- Window treatments or blinds
- It/av equipment (routers, switches, access points, etc)
- Traffic controls or street repairs
- Transformer pad
- Masonry work
- Landscape / irrigation outside of what is listed above
- Gutters & downspouts
- Exterior building / landscape lighting
- Driveways or approaches
- River embankment improvements / shoring
- Any other labor or materials not specifically listed

QUALIFICATIONS

- The budget, design & the feasibility of this project are dependent on essential provisions by the Authority Having Jurisdiction (AHJ) as granted by the Building Code Official & the Fire Marshal allowing for “Group B Occupancy” per the code compliance report prepared by Fisher Heck Architects dated October 31, 2023.
- The projected occupant load is 141 occupants due to structural limitations.
- Budget is based on drawings identified above. Assumptions were still made at this time due to lack of details / information.
- Owner responsible for any and all utility usage billing (electricity, water, sewer, etc.)
- Marksmen GC field staff will schedule and be present for all inspections.
- General Conditions is based on estimated construction time of 14 months. (To be confirmed at GMP)
- Lead based paint was identified, however, it is not anticipated to be disturbed.

ADDITIONAL BUDGET CONSIDERATIONS

Not included in SD Budget

- Make Windows Operable (Includes New Weatherstripping) ADD \$495 (Per Window)
- Materials Testing (By Owner) ADD ~\$7,500
- Exhibit Designer & Exhibits (By Owner) Unknown Value
- Owner Provided Furniture & Equipment Unknown Value
- Exhibit Specific Lighting (By Owner) Unknown Value



ESTIMATED PRE-CONSTRUCTION & DESIGN SCHEDULE

DATE	MILESTONE
10/31/2023	100% Schematic Design Drawings (30% Completion) Issued
11/7/2023	SD Budget Package Submitted to City of Kerrville
11/7/2023	SD Budget Review Meeting with City of Kerrville at Kerrville City Hall
12/12/2023	City of Kerrville City Council Meeting
12/13/2023	Execution of Design / Preconstruction Phase 2 Amendment
12/13/2023	60% Design Development Kick-Off Meeting (Design Team & MGC Only)
1/18/2024	Design Review Meeting with City of Kerrville & HHHC at Kerrville City Hall
1/25/2024	100% Design Development Drawings (60% Completion) Issued
2/7/2024	DD Budget Review with City of Kerrville at Kerrville City Hall
2/8/2024	90% Construction Documents Begin
2/12/2024	Preliminary Plan Review with City of Kerrville Code Official & Kerr County Fire Marshal
3/12/2024	Construction Documents Review & Coordination (Design Team & MGC)
3/19/2024	Design Review Meeting with City of Kerrville & HHHC at Kerrville City Hall
3/29/2024	100% Construction Documents Issued For Permitting
4/12/2024	GMP Submitted
4/19/2024	Notice To Proceed Construction & Execution of Construction Phase Amendment
4/29/2024	Construction Mobilization
5/3/2024	Construction Permits Issued
7/3/2025	Construction Substantial Completion



RECOMMENDED EARLY RELEASE PACKAGES

- Laydown & Limits of Construction With Temporary Fencing:
 - › SWPPP
 - › Temporary Fencing
- Selective Demolition & Asbestos Abatement:
 - › Drywall, Doors, Etc.
- Site Safety Fencing:
 - › Fence at Back of Property to Prevent Visitors From River
- Exterior Renovations:
 - › Windows / Wood Repair
 - › Critical Path For Entire Project
 - › Roofing on Porch
 - › Prevent Further Structural Degradation
- Structural Modifications:
 - › Concrete Footings in Crawl Space
 - › Wood Framing Reinforcing
- Elevator Purchase:
 - › Elevator Shop Drawings & Coordination Drawings
 - › Estimated Lead Time For Elevator Once Shop Drawings Approved =
- Elevator Shaft & Foundation:
 - › Excavation & Foundation
 - › Structural Steel Shop Drawings & Fabrication

NOTE: The benefit of pursuing early release packages is to lock in pricing in volatile market conditions along with allowing long lead time items to begin. The longest lead time item is the exterior & window restoration. Any early start for these scopes of work will result in approximately a one-to-one overall schedule reduction.



PHASE II DESIGN & PRE-CONSTRUCTION PROPOSAL

SCOPE	FIRM	AMOUNT
Architectural Programming, Coordination, Design, Etc.	Fisher Heck Architects	\$ 99,000
M.E.P. Coordination, Design, Etc.	Skye MEP	\$ 48,000
Structural Coordination, Design, Etc.	Alpha Consulting Engineers	\$ 11,000
IT/AV Coordination, Design, Etc.	2 Post Technology, LLC	\$ 12,000
Civil Engineering, Surveying, Coordination, Design, Etc.	Wellborn Engineers & Surveying	\$ 7,000
Preconstruction Services	Marksman General Contractors	\$ 28,000
SUB-TOTAL		\$ 205,000
Design Contingency (If Needed)		
Consultant Reimbursables (Meetings, Document Reproduction, Etc.)	To Be Determined	\$ 10,000
Additional Consultants / Design Changes	To Be Determined	\$ 10,800
Contingency Total		\$ 20,800
PHASE 2 DESIGN & PRECONSTRUCTION TOTAL		\$ 225,800

PHASE 2 DESIGN & PRECONSTRUCTION PROPOSAL QUALIFICATIONS

- Additional Consultants or Design Changes contingency only to be used after discussion between the Design-Build Team & the Owner & the Owner has issued written approval to proceed.
- Consultant Reimbursables will be billed on an as needed basis.
- We have included (3) meetings with the City of Kerrville. If additional meetings are required (Virtual or in person) they will be billed at a rate of \$1,200 per meeting.

PHASE 2 DESIGN & PRECONSTRUCTION DELIVERABLES

Architectural Drawing Checklist

60% Design-Design Development

- Code Analysis—Finalized, indicating building classifications, occupancy, interpretations, and special requirements. Accessible routes shall be identified that meet TAS requirements.
- Index, Symbols, and General Information: Refine index of drawings, drawing symbols, and abbreviations.
- Site Plan – Demolition—Refinement indicating extent of demolition.
- New Construction Site Plan – Refinement to illustrate building, parking lot layout, site features, adjacent structures, and access to site. Relationship of all proposed work to existing site and/or building features illustrated and notated.
- Demolition Floor Plan – Refinement indicating, room titles and numbers, and updated notations.



- Refinement of New Construction Floor Plans indicating developed dimensions, room titles and numbers, door swings, furniture layouts, equipment layout, and fire-rated walls.
- Reflected Ceiling Plans—Refinement indicating lighting and special ceiling features.
- Roof Plans – Refinement of indicating overall dimensions and slopes. Exterior elevations indicating all openings, dimensions, special features, etc.
- Exterior Elevations—Features illustrated in enlarged plans, elevations, and details as needed to convey design.
- Building Sections – Refinement including extent of insulation and room titles and numbers.
- Wall Sections – Develop wall sections for each material and construction condition.
- Interior or exterior features illustrated in enlarged plans, elevations, and details as needed to convey design.
- Door schedule, finish schedule, and partition types to be developed.
- Specifications written to match the scope of work.
- Finish material selections finalized.

90% Design–Construction Documents

- Code Analysis—Finalized, indicating building classifications, occupancy, interpretations, and special requirements. Accessible routes shall be identified that meet TAS requirements.
- Index, Symbols, and General Information: Refine index of drawings, drawing symbols, and abbreviations.
- Site Plan – Demolition—Refinement indicating extent of demolition.
- New Construction Site Plan – Refinement to illustrate building, parking lot layout, site features, adjacent structures, and access to site. Relationship of all proposed work to existing site and/or building features illustrated and notated.
- Demolition Floor Plan – Refinement indicating, room titles and numbers, and updated notations.
- Floor Plan—New Construction—Develop dimensions, and refine as needed.
- Reflected Ceiling Plans—Refinement indicating lighting and special ceiling features.
- Ceiling Details – Include special conditions.
- Roof Plans – Refinement of indicating overall dimensions and slopes. Exterior elevations indicating all openings, dimensions, special features, etc.
- Exterior Elevations—Refine as needed to convey design.
- Building Sections – Refinement including extent of insulation and room titles and numbers.
- Wall Sections – Refine wall sections.
- Plan Details – Include special conditions.
- Section Details – Include details for special conditions.
- Refine Door schedule, finish schedule to include all approved finishes, and partition types to be finalized.
- Door and Window Details – Include special conditions.
- Millwork Sections – Include special conditions.
- Specifications written to match the scope of work.



Structural Drawing Checklist

60% Design–Design Development

- Structural Notes: Refinement of special inspections requirements, outline specifications, and finalized code analysis.
- Structural Foundation Design: Develop dimensions for new construction and coordinate accuracy with architectural drawings.
- Structural Framing System: Sized roof framing members, developed dimensions of new construction, indicating column spacing, column sizes, beam sizes, and floor framing.
- Building sections showing floor elevations and typical sectional details.
- Structural design for special features.
- Calculations for live loads of floor, roof, wind, impact, vibration and other special requirements.

90% Design–Construction Documents

- Structural Notes: Refinement of special inspections requirements, outline specifications, and finalized code analysis.
- Structural Foundation Design: Refine dimensions for new construction and coordinate accuracy with architectural drawings.
- Structural Framing System: Refine framing as required.
- Building sections showing floor elevations and typical sectional details.
- Refine all special features.

MEP Drawing Checklist

60% Design–Design Development

- MEP Site Plan – Demolition – Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- MEP Site Plan – New Construction–Refine existing and proposed utilities, underground and overhead with sizes, valves, boxes, cleanouts, access ways, and manholes indicated.
- Floor Plan – Mechanical Demolition–Refine demolition of equipment layout.
- Floor Plan – Electrical Demolition–Refine electrical and data rooms, and demolition of existing equipment, conduit, and devices. Include scale, graphic scale, and north arrow.
- Floor Plan – Plumbing Demolition–Refine demolition of existing equipment, fixtures, and piping layout. Include scale, graphic scale, and north arrow.
- Floor Plan – Mechanical New Construction – Refine HVAC equipment (air handlers, pumps, compressors, etc. shown to scale with clearances indicated including coil pull space for A/C units, medium pressure ductwork shown in double line format, placement of single/dual terminal units, and thermostats. Show major taps, splits, and duct sizes.
- Mechanical Schedules–Refine equipment schedules for air handling units, condensers, and air devices, and include exhaust fans, and other required equipment schedules.
- Power Plan – Refine power plans identifying circuits.
- Lighting Plan – Refine lighting and identify circuits.
- Riser Diagram: Rough, one-line or riser diagram.
- Schedules: Typical capacities and sizes with preliminary equipment and lighting schedules, and load analysis. Provide panel schedules.



- Floor Plan – Plumbing New Construction—At a scale consistent with, and coordinated with the architectural floor plans, refine plumbing fixtures, and add floor and roof drains, including special devices, soil, waste and vent piping and main supply taps and piping sized.
- Plumbing Schedules—Refined equipment schedules indicating proposed flow rates, capacities, selections.
- Plumbing Riser Diagrams – Showing all fixtures and piping.
- Specifications included on Drawings to match the scope of work.

90% Design–Construction Documents

- MEP Site Plan – Demolition – Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- MEP Site Plan – New Construction—Refine existing and proposed utilities, underground and overhead with sizes, valves, boxes, cleanouts, access ways, and manholes indicated.
- Floor Plan – Mechanical Demolition—Refine demolition of equipment layout.
- Floor Plan – Electrical Demolition—Refine electrical and data rooms, and demolition of existing equipment, conduit, and devices. Include scale, graphic scale, and north arrow.
- Floor Plan – Plumbing Demolition—Refine demolition of existing equipment, fixtures, and piping layout. Include scale, graphic scale, and north arrow.
- Floor Plan – Mechanical New Construction – Refine HVAC equipment (air handlers, pumps, compressors, etc. shown to scale with clearances indicated including coil pull space for A/C units, medium pressure ductwork shown in double line format, placement of single/dual terminal units, and thermostats. Show major taps, splits, and duct sizes.
- Mechanical Schedules—Refine equipment schedules for air handling units, condensers, and air devices, and include exhaust fans, and other required equipment schedules.
- Power Plan – Refine power plans identifying circuits.
- Lighting Plan – Refine lighting and identify circuits.
- Riser Diagram: Rough, one-line or riser diagram.
- Schedules: Typical capacities and sizes with preliminary equipment and lighting schedules, and load analysis. Provide panel schedules.
- Floor Plan – Plumbing New Construction—At a scale consistent with, and coordinated with the architectural floor plans, refine plumbing fixtures, and add floor and roof drains, including special devices, soil, waste and vent piping and main supply taps and piping sized.
- Plumbing Schedules—Refined equipment schedules indicating proposed flow rates, capacities, selections.
- Plumbing Riser Diagrams – Showing all fixtures and piping.
- Specifications included on Drawings to match the scope of work.



IT/AV Drawing Checklist

60% Design–Design Development

- General Notes–Refine notes related to both conduit and cabling.
- Floor Plan–IT/Data–Refine data and telephone outlet locations, providing sizing and path of conduit from IT/Data room, scale and graphic scale.
- IT Details Provide rack elevations and details.
- Specifications included on Drawings to match the scope of work.

90% Design–Construction Documents

- General Notes–Refine notes related to both conduit and cabling.
- Floor Plan–IT/Data–Refine data and telephone outlet locations, providing sizing and path of conduit from IT/Data room, scale and graphic scale.
- IT Details Refine rack elevations and details.
- Specifications included on Drawings to match the scope of work.

Civil Drawing Checklist

60% Design–Design Development

- Site Survey of Existing Conditions.
- Existing Conditions and Demolition Plan–Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- New Construction Site Plan – Refine drawings as needed for new buildings, additions, and renovations, parking lot layout, site features, pedestrian paving, adjacent structures, new fire hydrants, and access to site. Relationship of all proposed work to existing site and/or building features illustrated. Include scale, graphic scale, and north arrow.
- Grading Plan – For disturbed areas only (New ADA sidewalk, Utility tie-ins, etc.)
- Utility Plan – Identify all new and proposed utilities related to fire, sewer, and domestic water lines.
- Specifications included on Drawings to match the scope of work.

90% Design–Construction Documents

- Existing Conditions and Demolition Plan–Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- New Construction Site Plan–Refine drawings as needed for new buildings, additions, and renovations, parking lot layout, site features, pedestrian paving, adjacent structures, new fire hydrants, and access to site. Relationship of all proposed work to existing site and/or building features illustrated. Include scale, graphic scale, and north arrow.
- Grading and Drainage Plan – Refine and finalize drainage with grading spot elevations. Refine single line stormwater utility piping and grates.
- Utility Plan – Refine all new utilities related to fire, stormwater, and domestic water lines.
- Specifications included on Drawings to match the scope of work.



Misc. Deliverables Checklist

- Meeting Agendas & Minutes – MGC to coordinate and issue all meeting agendas & minutes.
- Budget & Cost Management – MGC to issue budgets & cost management solutions to align scope of work to budget. This also includes contingency updates & allocation throughout the remaining design process. A budget update will be completed at the end of 60% Design (Design Development) & a GMP will be completed at the end of 90% Design (Construction Documents)
- Schedule–MGC to issue a master schedule for Preconstruction / Design phase as well as Construction.
- Constructability Review & Feasibility–MGC to continue working alongside consultants to ensure constructability & feasibility of the project.
- Quality Management & Design Review–MGC to continue working with consultants and owners to ensure quality throughout the design & construction.



ID	RISK DESCRIPTION	PROBABILITY	IMPACT	PRIORITY	MITIGATION STRATEGIES	OWNER	STATUS
1	Structural weakness may be uncovered during restoration						
2	Historical integrity may be compromised						
3	Delays due to obtaining permits for work on a historical building						
4	Potential for exceeding budget due to unforeseen restoration complexities						
5	Weather-related delays affecting construction						
6	Difficulty sourcing period-accurate materials						
7	Damage to existing historical elements during construction						
8	Public opposition or litigation from historical preservation societies						
9	Accessibility requirements may conflict with historical preservation guidelines						
10	Exhibit designer - design inputs						
11	Owner provided furniture layout / requirements						
12	Warming Kitchen equipment / layout						
13	Storage Spaces / layout						
14	Asbestos Abatement						
15	Elevator Size - EMS Access for stretcher						
16	Civil Engineer On Board						
17	Final Fire Sprinkler Design with FM						
18							
19							
20							



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

SUBJECT: Authorize utility (water and wastewater) connections to a property outside the City limits, such property located at 921 Harper Rd (State Highway FM 783).

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 12, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The property owner is requesting to connect to city utilities, both water and wastewater, outside the current city limits. There are existing water and wastewater lines adjacent to the property serving other areas of the city. The current policy (Resolution No. 91-144) prohibits connections outside the city limits, therefore requiring a property to annex into the city to have access to utility connections. However, this property is not contiguous with the city limits and therefore is not eligible for annexation.

Recommended conditions of connection:

Agree to a voluntary annexation when the property becomes eligible for annexation.

The project shall acquire building permits and permitting processes.

RECOMMENDED ACTION:

Allow utility connections outside the city limits with certain conditions.

ATTACHMENTS:

[20240423_Reso 91-144 Water-Sewer outside City Limits.pdf](#)

[20240423_Map W-WW 909 921_Harper_Road.pdf](#)

CITY OF KERRVILLE
RESOLUTION NO. 91-144

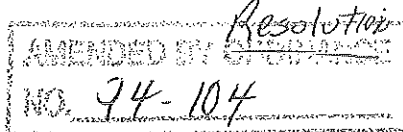
A RESOLUTION ESTABLISHING POLICY FOR WATER
& SEWER EXTENSIONS OUTSIDE CITY LIMITS

WHEREAS, the City of Kerrville desires to encourage the growth of the City and the proper development of future subdivisions with water and sewer service meeting City standards; and,

WHEREAS, the City of Kerrville desires to cooperate with other governmental jurisdictions toward the elimination of substandard private sewerage disposal systems or contaminated private water systems that can only realistically be eliminated by connecting the City systems;

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

1. That Resolution No. 91-125 is hereby repealed in its entirety by this resolution; and
2. That it is the policy of the City to encourage the growth of the City and its tax base by the extension of necessary capital improvements, including water and sewer service within the corporate limits of the City; and,
3. That the City Council shall review and approve each request for City water and sewer service outside the corporate limits of the City; and,
4. That annexation shall be required of any land to which water or sewer service is requested, and that such annexation shall be in accordance with the laws of the State of Texas; and,
5. That exceptions to the requirement for annexation may occur if approved by the City Council and if based on the following criteria:
 - a. If the property owner outside the City limits has a failed private sewage disposal system or contaminated water system, and the City Council finds that it is not in the best interests of the City to annex said property, and the said property owner shall agree to annexation should the City later be in position to annex said property; or,
 - b. If another legal jurisdiction, such as the County, or the City of Ingram, Kerrville Independent School District, or a municipal utility district, contracts with the City to extend service into their area, and that the City finds that it is in the best interests of the City to do.



Approved by City Council
Date: December 10, 1991
Volume 32 Page 193

RN91-144

In all of the cases listed above, that the extension of utilities shall be made at the expense of the owner or the other legal jurisdiction, unless the City finds that because of a proposed industrial development project, it is in the best interest of the City to extend in part or in total the said services outside the city limits at its expense.

6. That any service outside the corporate limits shall be subject to all applicable tap fees, capital recovery fees, water and sewer rates, meter deposits, and other charges and provisions set forth in the Code of Ordinances of the City of Kerrville, as the same may be amended from time to time.

7. That additional requirements and procedures regarding out-of-city utility connections are outlined in Attachment "A," incorporated herein by reference as though fully set forth at length.

8. That there is exempted from this Resolution all out-of-City water and sewer service connections heretofore approved by the City; provided, however, that any changes in use or changes in the units served under such prior approvals will be subject to this Resolution in all respects.

9. That there is excepted from this Resolution the providing of treated surface water, on a regional basis, to augment existing groundwater supply systems as addressed in Resolution No. 91-136, and the providing of supplemental treated surface water to be subject to and in compliance with Resolution No. 91-136, and all resolutions, ordinances, rules, regulations, policies, or plans of the City of Kerrville adopted hereafter.

PASSED AND APPROVED ON FIRST READING this 10 day of

December, 1991.

ATTEST:

THE CITY OF KERRVILLE, TEXAS

Sheila L. Brand
Sheila L. Brand, City Clerk

Leonard L. Holloway
Leonard L. Holloway, Mayor

APPROVED AS TO FORM:

WALLACE, MOSTY, MACHANN,
JACKSON & WILLIAMS

Edw. Machann 12-4-91
Attorney for City of Kerrville

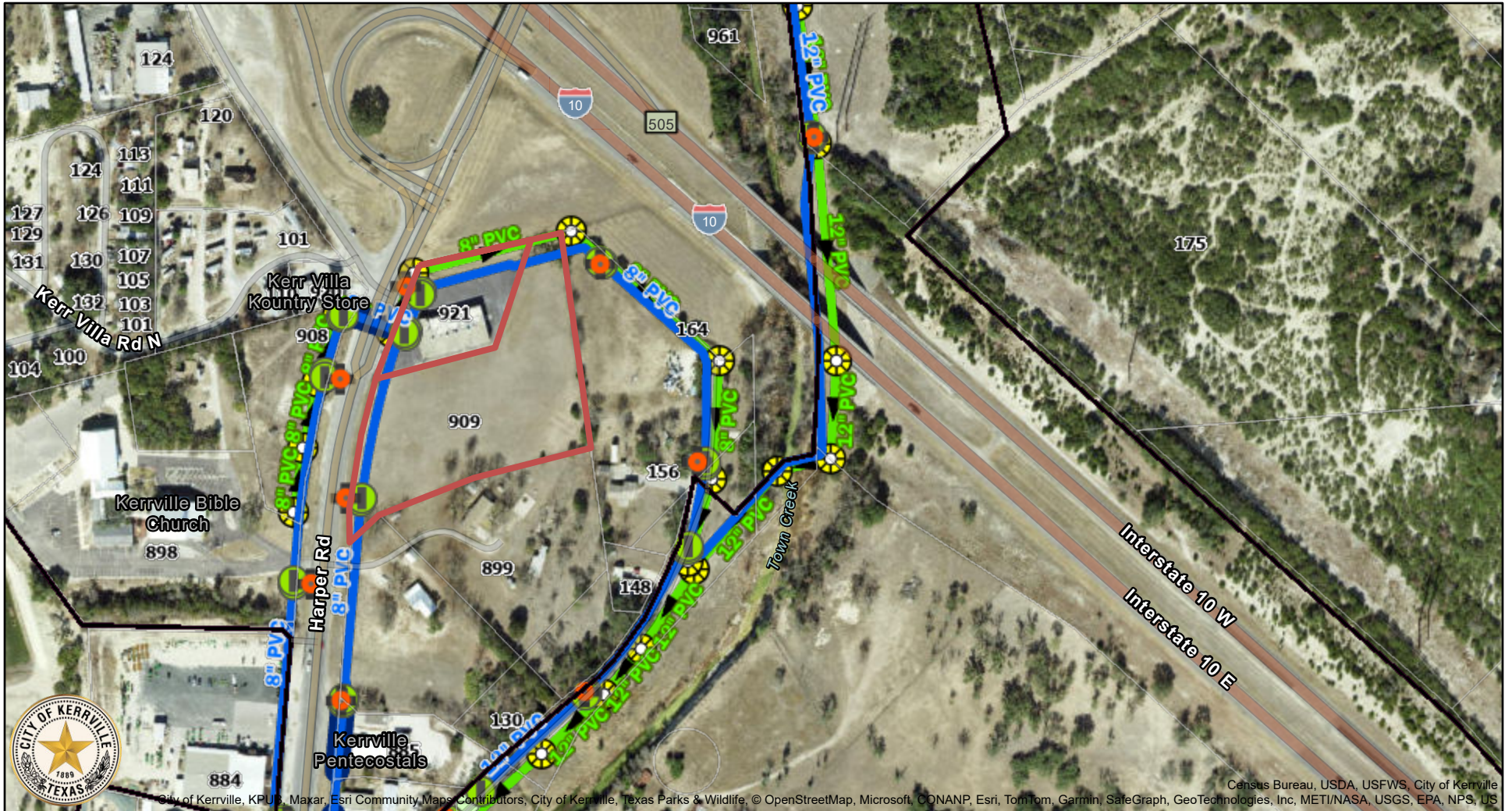
ATTACHMENT "A"

PROCEDURES REGARDING OUT-OF-CITY UTILITY CONNECTIONS

Before action by City Council on a request to provide utility service to an applicant located outside of the City of Kerrville's corporate city limits, the following must be met:

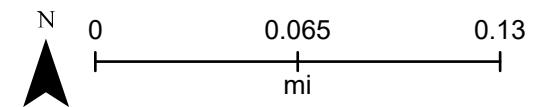
1. The applicant shall submit to the City, by letter, its reason(s) for requesting service. In all cases in which existing development has sewage or water service provided by either a private company or individual system, justification from the Kerr County Environmental Health Department must be included with such request.
2. Each applicant shall submit a legal description of the property to be served.
3. The City must have excess treatment capacity before any connection can be made. If the applicant's sewage contribution will cause the City's treatment plant flows to reach seventy percent (70%) of permitted flow capacity, then the City does not have excess capacity.
4. The City must have excess sewerline capacity and sewer lift station capacity before any connection can be made. The Director of Utilities and the City Engineer will make these decisions based on the location and size of sewer mains and lift station capacity of the area in question.
5. All then current water and sewer ordinances, rules, and regulations shall be applicable and agreed to by each applicant, including without limitation, all impact fees, capital recovery fees, tap fees, meter deposits and charges, base rates, and usage rates.
6. Unless exempted by State law and City ordinance, (A) all subdivision plats for property within the extraterritorial jurisdiction of the City must be approved by the Commissioners Court of Kerr County and by the Planning and Zoning Commission of the City, and (B) all subdivision plats for property outside the extraterritorial jurisdiction of the City must be approved by the Commissioners Court of Kerr County.
7. All requirements of State law must be satisfied.
8. The City has the right to analyze the existing and proposed land use, and to require the imposition of restrictive covenants on the land being served to restrict the use of the land to insure compatibility with the existing water and sewer system, and compatibility with the surrounding area and land uses in the vicinity.

9. Approval for service shall be limited to the structure(s) then existing or proposed at the time of approval. Once approved for service, no expansion in the number of dwelling units being served, and no change in the use of the property begin served can be made without approval by the City. Any such expansion or change in use without approval may result in termination of all City utility services to the property in question.
10. Each applicant will grant to the City th right to inspect and collect inspection fees from applicant with respect to all utility lines to the structures(s) to be served, and the right to require repairs at the expense of the property owner as provided in the Code of Ordinances of the City, as the same may be amended from time to time.
11. Payment to the City of all charges, fees, user rates, and penalties shall be made in accordance with applicable ordinances of the City, and nonpayment may result in termination of service as provided by City ordinance.



- Municipal Boundary
- Kerrville 1-Mile ETJ
- Tax Parcel 2023
- Water Casing
- Water Main
- Water Control Valve
- Water System Valve - Opened
- + Water Hydrant - In Service
- ▶ Sewer Gravity Main
- Sewer Manhole

909 & 921 Harper Road



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.

04/12/2024 10:01 AM
Development Services



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

SUBJECT: Monthly Financial Report for month-ended March 31, 2024.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 15, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Monthly Financial Report for month-ended March 31, 2024.

RECOMMENDED ACTION:

N/A

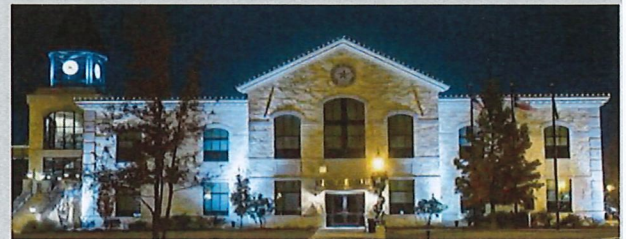
ATTACHMENTS:

[20240423_Financial Report.pdf](#)

2024

FINANCIAL REPORT MONTH ENDING MARCH 31, 2024

CITY COUNCIL MEETING APRIL 23, 2024



GENERAL FUND

GENERAL FUND - BUDGET SUMMARY MARCH 31, 2024

	FY2024 Original Budget	FY2024 Current Budget	FY2024 YTD Budget Estimate	FY2024 YTD Actual	Better/Worse Than Estimated
REVENUES					
Property Tax	11,957,339	11,957,339	11,359,472	11,716,193	356,721
Sales Tax	10,523,261	10,523,261	4,988,026	4,970,071	(17,955)
Franchise Fees	2,233,534	2,233,534	759,402	732,604	(26,798)
Total Taxes	24,714,134	24,714,134	17,106,899	17,418,868	311,969
Permits and Fees	235,610	235,610	113,093	101,347	(11,746)
Intergovernmental Revenue	1,872,507	1,872,507	1,067,329	1,280,951	213,622
Service Revenue	5,621,288	5,621,288	2,585,792	2,650,639	64,847
Recreation Revenue	1,876,551	1,876,551	878,226	744,046	(134,180)
Fines and Forfeitures	429,500	429,500	201,865	175,289	(26,576)
Grant & Donation Revenue	44,902	44,902	20,655	14,345	(6,310)
Interest and Miscellaneous	432,724	432,724	203,380.28	512,469	309,089
Operating Transfer In	2,411,858	2,411,858	1,205,929	1,205,929	-
TOTAL REVENUES	\$ 37,639,074	\$ 37,639,074	\$ 23,383,169	\$ 24,103,883	\$ 720,714
EXPENDITURES					
Personnel	26,841,827	26,841,827	13,823,541	13,466,784	356,757
Supplies	1,865,153	1,864,153	857,411	854,458	2,953
Maintenance	4,098,039	4,098,039	1,680,196	1,630,292	49,904
Services	3,082,478	3,067,278	1,757,012	1,765,084	(8,072)
Other Expenses	703,193	701,993	457,075	268,420	188,655
Capital Outlay	-	-	-	-	-
Operating Transfers Out	1,048,384	1,048,384	624,192	624,192	-
TOTAL EXPENDITURES	\$ 37,639,074	\$ 37,621,674	\$ 19,199,428	\$ 18,609,230	\$ 590,198

Revenues:

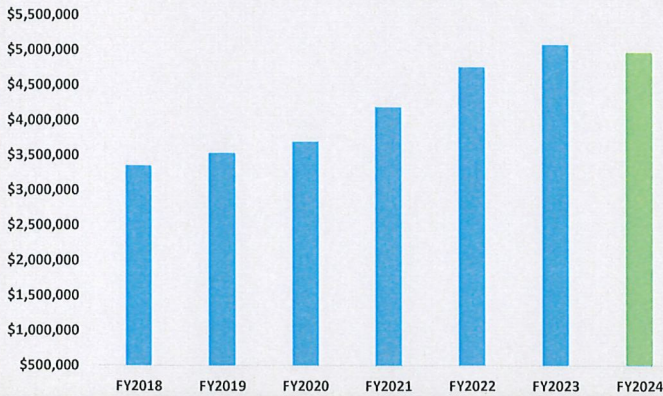
- Taxes and Franchise fees are \$312K better than budget estimate
 - primarily due to Property Tax collections
 - 98% collected + Prior Years
 - Sales Tax is \$18K behind budget estimate (more detail in coming slides)
 - Franchise Fees \$27K behind budget estimate
- Other revenues
 - Intergovernmental better than budget – variance related to actual KISD-KPD expenses for School Resource Officers
 - Service Revenue \$214K better than budget
 - Primarily due to EMS – Base Rate and EMS
 - Recreation Revenue \$134K behind budget estimate
 - Consumers not spending on extracurricular activities
 - Interest Income averaging 5% compared to budgeted 3%

Expenses:

- Personnel \$358K better than budget estimate
 - Includes salaries, overtime, benefits, training, travel
- Maintenance \$50K better than budget estimate
- Services
 - Property Tax Services a little higher due to collection rate (expense based on dollars collected)
 - Liability Insurance higher than budgeted
- Other \$189K better than estimate but contingency is in this category and is difficult to predict until closer to year-end

GENERAL FUND- SALES TAX

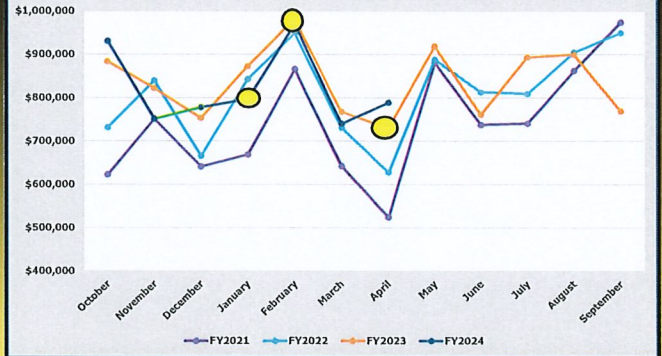
HISTORICAL SALES TAX REVENUE COMPARISONS
YEAR-TO-DATE THROUGH MARCH



SALES TAX HISTORICAL INFORMATION

- FY2024 is budgeted slightly less than FY2023 based on trends and other economic factors
- Graph on left illustrates YTD revenues with FY2024 a little behind FY2023
- Tracking \$18K behind budget estimate, which is better than February
- April has been received and shows 8.5% increase over FY2023
 - FY2024 through March:
 - 40% higher than FY2019
 - 22% higher than FY2021
- Graph on the bottom right illustrates a historical view of monthly sales tax

HISTORICAL SALES TAX REVENUE MONTHLY TRENDS



Water Fund

WATER FUND - BUDGET SUMMARY FEBRUARY 29, 2024

	FY2024 Original Budget	FY2024 Current Budget	FY2024 YTD Budget Estimate	FY2024 YTD Actual	Better/Worse Than Estimated
REVENUES					
Water	7,550,971	7,550,971	3,292,978	2,847,244	(445,734)
Sewer	6,856,655	6,856,655	3,400,901	3,403,512	2,611
Reuse	175,000	175,000	56,613	70,514	13,901
Waste Disposal	350,000	350,000	166,215	145,690	(20,525)
Interest & Misc	139,500	139,500	68,955	173,617	104,662
Taps & Meters / Other Fees	471,800	471,800	197,495	234,404	36,909
Total Revenue	\$ 15,543,926	\$ 15,543,926	\$ 7,183,157	\$ 6,874,981	\$ (308,176)
EXPENDITURES					
Personnel	4,431,141	4,431,141	2,171,259	2,138,766	32,493
Supplies	911,280	911,280	455,640	380,630	75,010
Maintenance	1,197,068	1,164,271	600,764	315,255	285,509
Services	1,096,981	1,096,981	550,026	596,585	(46,559)
Other Expenses	338,292	338,292	169,146	62,433	106,713
Capital	144,980	177,778	88,889	152,634	(63,745)
Operating Transfers Out	7,424,183	7,424,183	3,874,591	3,874,591	-
TOTAL EXPENDITURES	\$ 15,543,926	\$ 15,543,926	\$ 7,910,316	\$ 7,520,895	\$ 389,421

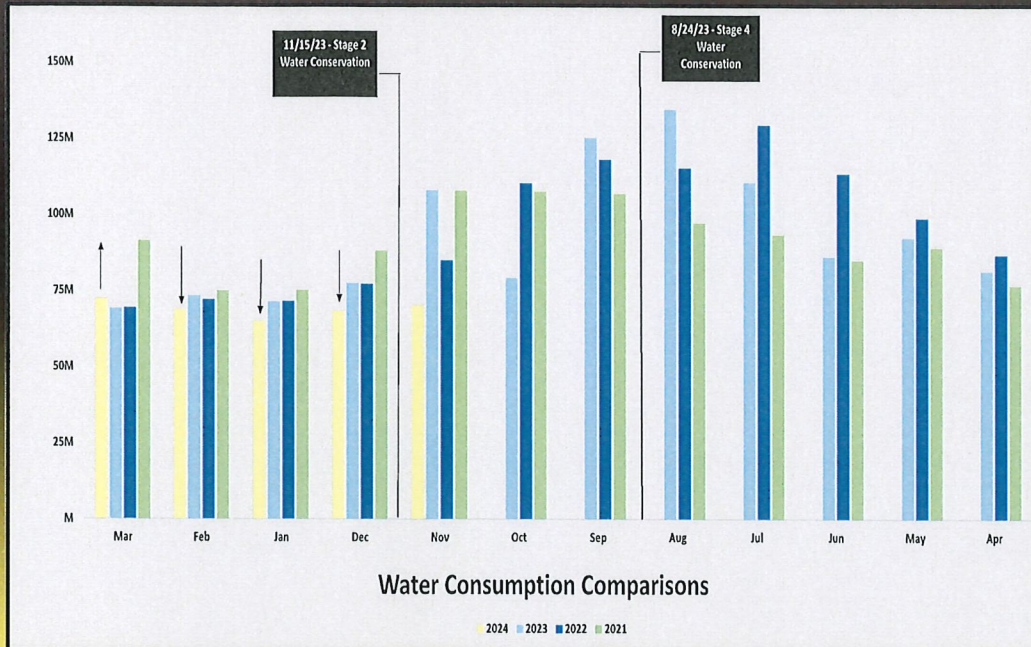
Revenues:

- Water \$445K behind budget estimate
 - consumption down 7% compared to prior 3 year average
- Sewer tracking right along budget estimate
 - Winter residential sewer averaging is complete - New averages reflected on April bills
- Reuse slightly better than budget estimate
- Waste Disposal is \$20K behind
- Interest Income earning 5.5% compared to budgeted 2.5% returns

Expenses:

- Personnel \$32K better than budget, partially due to vacancies
 - Includes salaries, overtime, benefits, training, travel
- Supplies better than estimate by \$75K
- Maintenance \$285K better than budget estimate.
 - Holding where we can on some purchases - watching revenue performance
- Services behind estimate by \$46K - Legal Fees for Groundwater in March
- Other category includes contingency
- Capital expenses behind estimate by \$63K due to emergency repairs to Lois Well

Water Fund



- 8/24/23 - Stage 4 Water Restrictions
- 11/15/23 - Stage 2 Water Restrictions
- FY2024 thru March behind revenue budget estimate by \$445K
- Average 3-year consumption for March is 76.5M gallons
 - FY2024 March consumption is 72.1M gallons - down from average by 7%, but is on the rise

Weather is shifting and starting to see the consumption gap close.

Development Services Fund

DEVELOPMENT SERVICES FUND - BUDGET SUMMARY MARCH 31, 2024

	FY2024 Original Budget	FY2024 YTD Budget Estimate	FY2024 YTD Actual	Better/Worse Than Estimated
REVENUES				
Permits & Fees	926,648	410,505	264,256	(146,249)
Interest & Misc	5,000	2,500	1,981	(519)
Transfers-In	247,980	123,990	123,990	-
Total Revenue	\$ 1,179,628	\$ 536,995	\$ 390,227	\$ (146,768)
EXPENDITURES				
Personnel	1,056,458	545,132	537,846	7,287
Supplies	13,180	6,590	5,304	1,286
Maintenance	41,694	20,847	16,137	4,710
Services	63,443	31,722	37,217	(5,495)
Other Expenses	4,854	2,023	1,494	528
TOTAL EXPENDITURES	\$ 1,179,628	\$ 606,313	\$ 597,997	\$ 8,317

- Permits and Fees \$146K behind budget estimate
 - During Stage 4 Water Restrictions no commercial projects were allowed to pull a permit. There were no major commercial project submittals during this time. Revenue earned this fiscal year is predominately residential-driven
- Interest Income \$519 behind budget estimate
 - Due to a negative fund balance, this fund has not been allocated interest since October.

Hotel Occupancy Tax

HOTEL OCCUPANCY TAX FUND - BUDGET SUMMARY MARCH 31, 2024

	FY2024 Original Budget	FY2024 Current Budget	FY2024 YTD Budget Estimate	FY2024 YTD Actual	Better/Worse Than Estimated
REVENUES					
Taxes	1,719,032	1,719,032	730,588	731,053	464
Merchandise Sales & Other	25,000	87,126	60,988	124,456	63,467
Eclipse Sponsors/Donations	40,000	40,000	32,000	59,950	27,950
CAP Grant	100,000	100,000	150,000	150,000	-
Interest & Misc	35,086	35,086	17,543	51,847	34,304
Total Revenue	\$ 1,919,117	\$ 1,981,243	\$ 991,119	\$ 1,117,305	\$ 126,186
EXPENDITURES					
Maintenance	-	-	2,969	2,969	-
Services (including CVB)	1,432,602	1,432,602	808,625	809,506	(881)
Other (including events)	454,500	1,014,500	365,000	359,545	5,455
Transfers	85,000	85,000	42,500	42,500	-
	\$ 1,972,102	\$ 2,532,102	\$ 1,219,094	\$ 1,214,520	\$ 4,574

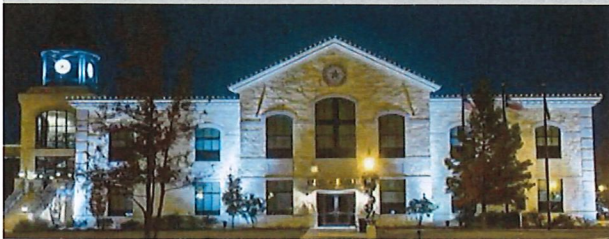
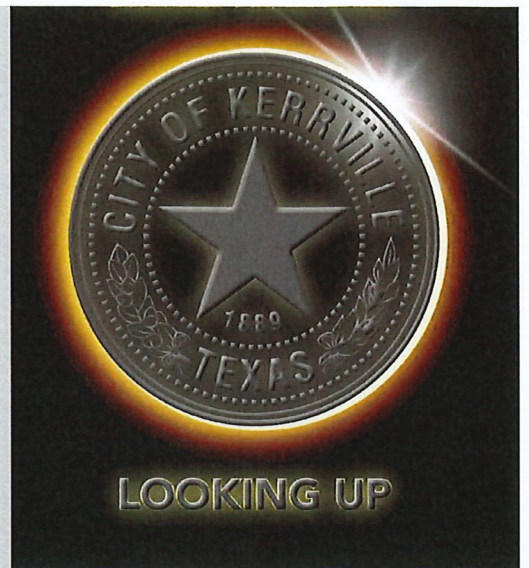
- Revenue overall \$126K better than budget estimate
 - Occupancy Tax in line with budget estimate however contains 60K in audit payments.
 - Continuing to sell Eclipse Merchandise
- YTD expenses 4K better than the budget estimate
- Will receive HOT revenue related to Eclipse stays in May

Calendar

April	
April 25th	Receive preliminary property tax roll from KCAD
May/June	
May/June	City Council Priorities Retreat
June	
June 20th	City Council Budget Workshop
July	
July 18th	City Council Budget Workshop
July 25th	Certified roll from KCAD



Questions?





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

SUBJECT: City's response to the Hill Country Eclipse Event on April 8, 2024.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 15, 2024

SUBMITTED BY: Eric Maloney, Fire Chief

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Departmental reports.

RECOMMENDED ACTION:

Report.



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

SUBJECT: Appointment to the Kerrville-Kerr County Joint Airport Board position #2.

AGENDA DATE OF: April 23, 2024

DATE SUBMITTED: April 1, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

The Joint Airport Board unanimously nominated Thomas Pogue as the recommendation as Board member position #2.

RECOMMENDED ACTION:

Appoint member.