



ECONOMIC IMPROVEMENT CORPORATION AGENDA

MONDAY, JUNE 17, 2024, 4:00 PM

Kerrville City Hall Council Chambers

701 Main Street, Kerrville, Texas

1 CALL TO ORDER:

2 INVOCATION:

3 VISITORS / CITIZENS FORUM:

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

4 APPROVAL OF MINUTES:

- 4.A Minutes from the regular Economic Improvement Corporation (EIC) meeting held on May 20, 2024. (*Franchina*)

Attachments:

[20240617_EIC_Minutes_5-20-2024.pdf](#)

5 MONTHLY REPORTS:

- 5.A Kerr Economic Development Corporation (KEDC) update. (*Salinas and Milton Jordan*)

- 5.B Kerrville Economic Improvement Corporation (EIC) project status update including the following: (*Hornes*)

- Peterson Medical Center Campus Infrastructure Improvements
- Downtown Area Streetscape
- Downtown River Trail Extension
- Scott Schreiner Golf Course Improvements
- Olympic Pool Renovations
- Cailloux Theater Improvements
- Travis Street Pump Station Upsizing

Attachments:

[20240617_EIC Project Status Update.pdf](#)

- 5.C Monthly Financial Report. (*Rodriguez*)

Attachments:

[20240617_May_2024_financial_presentation.pdf](#)

6 NOMINATE AND ELECT OFFICERS:

- 6.A Nominate and elect President, Vice-President, Secretary, and Treasurer. (*Hornes*)
- 6.B Nominate and approve the Economic Improvement Corporation (EIC) representative to the Kerrville Economic Development Corporation (KEDC). (*Hornes*)
- 6.C Nominate and approve the Economic Improvement Corporation (EIC) representative to the "GO Team". (*Hornes*)

7 CONSIDERATION AND POSSIBLE ACTION:

- 7.A Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Parks improvements for an amount not to exceed \$800,000. (*Hornes*)
- 7.B Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Granger MacDonald Park in an amount not to exceed \$2,200,000. (*Hornes*)

Attachments:

[20240617_MacDonaldPark-HewittProposal_052024.pdf](#)

8 PUBLIC HEARING AND POSSIBLE ACTION:

- 8.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. (*Hornes*)

Attachments:

[20240617_EIC_Funding_Application_Marksman_HHHC.pdf](#)

- 8.B Funding application to the City of Kerrville, Texas Economic Improvement Corporation from James Avery Craftsman, Inc. for grant funding for the installation of a traffic signal on Highway 27, in an amount not to exceed \$140,000. (*Hornes*)

Attachments:

[20240617_EIC_Funding_Application_James_Avery_Craftsman_reduced.pdf](#)

9 EXECUTIVE SESSION:

The Economic Improvement Corporation may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Section 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code, including the following matters:

- 9.A Economic Development projects: (551.071, 551.087)
 - Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Parks improvements for an

amount not to exceed \$800,000.

- Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Granger McDonald Park in an amount not to exceed \$2,200,000. (*Hornes*)
- 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.
- Funding application to the City of Kerrville, Texas Economic Improvement Corporation from James Avery Craftsman, Inc. for grant funding for the installation of a traffic signal on Highway 27, in an amount not to exceed \$140,000.

10 POSSIBLE ACTION FOR ITEMS DISCUSSED IN EXECUTIVE SESSION:

11 ITEMS FOR FUTURE AGENDAS:

12 ADJOURN.

The facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-257-8000 for further information.

I hereby certify that this agenda was posted as notice of the meeting on the bulletin board at the City Hall of the City of Kerrville, Texas, and on the City's website on the following date and time: 6/13/2024 at 2:30 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.

Kesha Franchina, TRMC

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



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

SUBJECT: Minutes from the regular Economic Improvement Corporation (EIC) meeting held on May 20, 2024. (*Franchina*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: March 22, 2024

SUBMITTED BY: Kesha Franchina, Deputy 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:

Approve minutes from the regular EIC meeting held on May 20, 2024.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240617_EIC_Minutes_5-20-2024.pdf](#)

**CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION
REGULAR MEETING – May 20, 2024**

On Monday, May 20, 2024, at 4:00 p.m., the regular meeting of the City of Kerrville, Texas Economic Improvement Corporation (EIC) was called to order by President Kim Clarkson, in the Council Chambers at City Hall, 701 Main Street, Kerrville, Texas.

MEMBERS PRESENT:

Kim Clarkson – President
John Anderson - KEDC
Gregg Appel
Kyle Bond - “GO Team”
Beck Gipson
Celeste Hamman
Joe Herring Jr. - Mayor

MEMBERS ABSENT: None.

CHIEF EXECUTIVE STAFF:

Dalton Rice, City Manager
Mike Hayes, City Attorney
Michael Hornes, Assistant City Manager
Kim Meismer, Assistant City Manager
Kesha Franchina, Deputy City Secretary
Stuart Barron, Executive Director of Public Works
Julie Behrens, Director of Finance
Ashlea Boyle, Director of Parks and Recreation
Kyle Burow, Director of Engineering
Trina Rodriguez, Assistant Director of Finance
Anello Zaroni, Management Intern

VISITORS PRESENT: None.

- 1 **CALL TO ORDER:** President Kim Clarkson called the meeting to order at 4:00 p.m.
- 2 **INVOCATION:** President Clarkson led the invocation.
- 3 **VISITORS / CITIZENS FORUM:** No citizen speakers.
- 4 **APPROVAL OF MINUTES:**
 - 4.A Minutes from the regular Economic Improvement Corporation (EIC) meeting held on April 15, 2024.

Kyle Bond motioned to approve the minutes as presented, and Mayor Herring Jr. seconded. The motion passed 7-0.

5 **MONTHLY REPORTS:**

- 5.A Kerr Economic Development Corporation (KEDC) update.

Katie Milton Jordan presented the KEDC update, and responded to questions.

5.B Kerrville Economic Improvement Corporation (EIC) project status update including the following:

- Peterson Medical Center Campus Infrastructure Improvements
- Downtown Area Streetscape
- Downtown River Trail Extension
- Scott Schreiner Golf Course Improvements
- Olympic Pool Renovations
- Cailloux Theater Improvements
- Travis Street Pump Station Upsizing

Dalton Rice presented the EIC project status update. He, and Kyle Burow, responded to questions.

5.C Monthly Financial Report.

Trina Rodriguez presented the Monthly Financial Report, and responded to questions.

6 CONSIDERATION AND POSSIBLE ACTION:

6.A "GO Team" process and procedures.

President Clarkson introduced the "GO Team" item, and requested two members volunteer to be a part of a scheduled meeting to discuss the policy and procedures; Vice-President Gregg Appel and Kyle Bond volunteered. President Clarkson requested staff to schedule meeting. Dalton Rice responded to questions.

6.B Texas Department of Transportation (TXDOT) Alternate Routes Grant program.

Kyle Burow presented the TxDOT Alternate Routes Grant program. He and Dalton responded to questions. No action was taken.

6.C Economic Development Grant Agreement between Habitat for Humanity-Kerr County and the City of Kerrville, Texas Economic Improvement Corporation for installation of Public Infrastructure for the development of the Mariposa Residential Neighborhood.

Mary Campana, Habitat Executive Director, presented the funding request. She and Dalton Rice responded to questions.

Speakers were as follows:

- Greg Richards, Habitat For Humanity Attorney

Mayor Joe Herring Jr. motioned to approve, and Celeste Hamman seconded. The motion passed 7-0.

6.D Economic Development Grant Agreements between Schreiner University and the City of Kerrville, Texas Economic Improvement Corporation for the Funding for Schreiner University's Center for Talent and Workforce Development.

Dalton Rice presented the funding request, and responded to questions.

Speakers were as follows:

- Charlie McCormick, Schreiner University President

Kyle Bond motioned to approve request, and John Anderson seconded. The motion passed 7-0.

6.E Economic Development Grant Agreement between Schreiner University and the City of Kerrville, Texas Economic Improvement Corporation for Funding for Schreiner University's Athletic Facilities.

Dalton Rice presented the funding request, and responded to questions.

Speakers were as follows:

- Charlie McCormick, Schreiner University President

Vice-President Appel motioned to approve the funding agreement, and Kyle Bond seconded. The motion passed 7-0.

6.F Funding application to the City of Kerrville, Texas Economic Improvement Corporation from James Avery Craftsman, Inc. for grant funding for the installation of a traffic signal on Highway 27, in an amount not to exceed \$140,000.

Dalton Rice presented the funding request, and responded to questions.

Speakers were as follows:

- Paul Zipp
- Tom Pogue

Vice-President Appel motioned to approve the funding agreement, and Mayor Herring Jr. seconded. The motion passed 7-0.

6.G 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.

Dalton Rice presented the funding request, and responded to questions.

Speakers were as follows:

- Angela Kennedy, Executive Director HHC

Councilmember Herring JR. motioned to call a public hearing for the funding application, and Celeste Hamman seconded. The motion passed 7-0.

President Clarkson noted no need to break into closed Executive Session.

7 EXECUTIVE SESSION: (551.071, 551.087).

7.A Economic Development Grant Agreement between Habitat for Humanity-Kerr County and the City of Kerrville, Texas Economic Improvement Corporation for installation of Public Infrastructure for the development of the Mariposa Residential Neighborhood.

7.B Economic Development Grant Agreements between Schreiner University and the City of Kerrville, Texas Economic Improvement Corporation for the Funding for Schreiner University's Center for Talent and Workforce Development.

7.C Economic Development Grant Agreement between Schreiner University and the City of Kerrville, Texas Economic Improvement Corporation for Funding for Schreiner University's Athletic Facilities.

7.D.Funding application to the City of Kerrville, Texas Economic Improvement Corporation from James Avery Craftsman, Inc. for grant funding for the installation of a traffic signal on Highway 27, in an amount not to exceed \$140,000.

7.E 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.

President Clarkson the closed Executive Session adjourned and the open meeting reconvened. No action was taken during Executive Session.

- 8 **POSSIBLE ACTION FOR ITEMS DISCUSSED IN EXECUTIVE SESSION:** None
- 9 **ITEMS FOR FUTURE AGENDAS:** None
- 10 **ADJOURN.** President Clarkson adjourned the meeting at 5:31 p.m.

MINUTES APPROVED_____.

Kim Clarkson, EIC President

Attest: Keshia Franchina, Deputy City Secretary



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

SUBJECT: Kerr Economic Development Corporation (KEDC) update. (*Salinas and Milton Jordan*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 13, 2024

SUBMITTED BY: Kesha Franchina, Deputy 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?	Yes
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Information only; no action required.



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

SUBJECT: Kerrville Economic Improvement Corporation (EIC) project status update including the following: (*Hornes*)

- Peterson Medical Center Campus Infrastructure Improvements
- Downtown Area Streetscape
- Downtown River Trail Extension
- Scott Schreiner Golf Course Improvements
- Olympic Pool Renovations
- Cailloux Theater Improvements
- Travis Street Pump Station Upsizing

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 13, 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:

RECOMMENDED ACTION:

Information only; no action.

ATTACHMENTS:

[20240617_ EIC Project Status Update.pdf](#)

Monthly EIC Project Status Report

	Project Name	Description	Estimated Design Completion	Estimated Construction Completion	Comments
1	Peterson Medical Center Campus Infrastructure Improvements	Campus improvements including extension of public utilities and roadway	Private	2024	Partnership Agreement approved January 2022. Construction in progress for Surgery Center. Construction is substantially complete. First payment to Peterson had been paid for \$800,000 and request made for remaining funds. Certificate of occupancy issued for 1st floor of surgery center.
2	Downtown Area Streetscape	Relocate overhead utility lines to underground; improved beautification of the garage with limestone influences, LED light upgrades and wrought iron railing.	N/A	Summer 2024	KPUB portion is complete for underground utility work. Stop signs installed, masonry and wrought iron railing installed. Landscaping is out to bid with expected completion within the second quarter of the year.
3	Downtown River Trail extension	River Trail extension from G Street to Tranquility Island	Complete	2025	Design complete; easement acquisition nearly complete pending owners review and approval.
4	Scott Schreiner Golf Course improvements	Improvements to the existing golf course	TBD	Summer 2025	EIC and City Council approvals for funding complete. Design in progress. Course renovations to begin in January of 2025.
5	Olympic Pool renovations	Renovations to the Olympic pool	Feb-2025	Spring 2026	EIC and City Council approvals for funding complete. Design contract with Marmon Mok executed. Design anticipated to complete February 2025 with construction completion anticipated Spring 2026.
6	Cailloux Theater Improvements	Repair of HVAC and roof systems	Complete	Fall 2025	EIC and City Council approvals for funding complete. Design continuing with construction to begin in March of 2025. Theater to close during construction.
7	Travis Street Pump Station Upsizing	Increase distribution capacity of the Travis St pump station to meet TCEQ requirements for future developments.	Sep-2024	TBD	Project approved by City Council March 26, 2024. Project is in the design phase with bid commencement anticipated for September, 2024.



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

SUBJECT: Monthly Financial Report. (*Rodriguez*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 13, 2024

SUBMITTED BY: Trina Rodriguez, Assistant 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:

RECOMMENDED ACTION:

Information only; no action.

ATTACHMENTS:

[20240617_May_2024_financial_presentation.pdf](#)

Financial update for the month ended May 31, 2024

**Economic Improvement Corporation Meeting
June 17, 2024**



Economic Improvement Corporation

Statement of Activities

Month Ended May 31, 2024

Revenues

	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Sales and Use Tax	\$ 5,262,270	\$ 435,436	\$ 3,316,241	\$ 3,405,031	\$ (88,790)
Interest Income	161,000	133,390	799,630	93,671	705,960
Bond Proceeds*	20,000,000	-	20,000,000	20,000,000	-
Investment Maturity	2,500,000	-	2,471,480	2,471,480	-
Total Revenues	27,923,270	568,826	26,587,352	25,970,182	617,170

Expenditures

	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Administrative					
Supplies and Miscellaneous	650	-	25	25	-
Training	10,000	-	-	-	-
Legal Services	10,000	1,500	1,950	1,950	-
Professional Services	205,000	17,083	136,667	136,667	-
Kerr Economic Development Corp.	343,750	-	257,813	257,813	-
Total Administrative	569,400	18,583	396,454	396,454	-
Debt Service					
Debt Service - Series 2015 (KSC)	605,700	50,475	403,800	403,800	-
Debt Service - Series 2019 Ref (River Trail)	251,506	20,959	167,670.80	167,671	-
Debt Service - Series 2020 Ref (River Trail)	233,500	19,458	155,666.64	155,667	-
Debt Service - Series 2023 (Quality of Life)*	1,470,486	183,811	1,102,866	1,102,866	-
Total Debt Service	2,561,192	274,703	1,830,003	1,830,003	-
Investment Purchase	2,500,000	-	1,950,695	1,950,695	-
Projects					
Airport Projects	9,535	-	-	-	-
Sid Peterson Memorial Hospital	800,000	800,000	800,000	800,000	-
Downtown Utilities/Streetscape	400,000	20,389	286,108	286,108	-
Downtown River Trail	500,000	-	375,000	375,000	-
Travis Street Pump Station Upgrades	750,000	-	-	-	-
Scott Schreiner Golf Course Improvements*	4,000,000	29,110	104,184	104,184	-
Olympic Pool Improvements*	7,000,000	-	-	-	-
Cailloux Theater Roof & HVAC*	4,000,000	-	-	-	-
Schreiner University Athletics & Talent Dvlpmt*	1,500,000	-	-	-	-
Habitat for Humanity Mariposa Subdivision*	1,800,000	-	-	-	-
Total Projects	20,759,535	849,498	1,565,291	1,565,291	-
Total Expenditures	26,390,127	1,142,785	5,742,444	5,742,444	-

Change in Net Position

\$ 1,533,143	\$ (573,958)	\$ 20,844,908
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Economic Improvement Corporation

Cash Flow Forecast

As of May 31, 2024

	FY2024 Actual	FY2024 Estimate	FY2024 Projections
	Oct 2023 to May 2024	Jun 2024	Jul 2024 to Sep 2024
Beginning Cash Balance	\$ 5,350,722	\$ 26,212,549	\$ 25,524,791
Revenue			
Sales Tax	3,316,241	424,190	1,433,049
Interest Income	799,630	135,000	405,000
Bond Proceeds	20,000,000	-	-
Investment Maturity	2,471,480	-	-
Total Revenue	26,587,352	559,190	1,838,049
Expenditures			
Administrative			
Supplies and Miscellaneous	25	163	163
Legal Services	1,950	2,500	2,500
Training	-	2,500	2,500
Professional Services	136,667	17,083	51,250
Kerr Economic Development Corp.	257,813	-	85,938
Total Administrative	396,454	22,246	142,350
Debt Service	1,830,003	274,703	456,487
Projects			
Airport Box Hangar	-	-	9,535
Sid Peterson Memorial Hospital	800,000	800,000	-
Downtown Utilities/Streetscape	286,108	-	113,892
Downtown River Trail	375,000	-	125,000
Travis Street Pump Station Upgrades	-	-	375,000
Scott Schreiner Golf Course Improvements	104,184	150,000	150,000
Olympic Pool Improvements	-	-	-
Cailloux Theater Roof & HVAC	-	-	-
Schreiner University Athletics & Talent	-	-	-
Habitat for Humanity Mariposa Subdivision	-	-	-
Total Projects	1,565,291	950,000	773,427
Investment Purchase	1,950,695	-	-
Total Expenditures	5,742,444	1,246,948	1,372,264
Interest Receivable	(16,919)	-	-
Ending Cash Balance	\$ 26,212,549	\$ 25,524,791	\$ 25,990,576



Financial Analysis

Sales Tax Revenue Analysis - FY2024					
Month	Actual FY2023	Budget FY2024	Actual FY2024	FY2023 vs. FY2024	Budget vs. Actual
October	\$ 442,046	\$ 408,272	\$ 465,726	5.36%	14.07%
November	411,128	\$ 442,400	375,745	-8.61%	-15.07%
December	376,754	\$ 377,387	389,096	3.28%	3.10%
January	436,330	\$ 435,459	398,538	-8.66%	-8.48%
February	491,396	\$ 512,640	485,443	-1.21%	-5.31%
March	384,056	\$ 392,042	370,297	-3.58%	-5.55%
April	364,763	\$ 343,416	395,960	8.55%	15.30%
May	459,697	\$ 493,415	434,008	-5.59%	-12.04%
June	380,598	\$ 424,190	421,999	10.88%	-0.52%

Cash Analysis as of May 31, 2024		
Type	Placement	Amount
Pool	EIC TexPool - Cash	\$ 5,814,525
Pool	EIC TexPool - 2023 Revenue Bonds	\$ 20,398,023
ST Investment	US Treasury Note - 91282CFP1	\$ 988,945
ST Investment	MUFG Bank CP - 62479LN68	\$ 967,640
	Total Cash and Investments	\$ 28,169,133

Project Analysis as of May 31, 2024			
Project Description	EIC Commitment	Disbursed Funding	Remaining Funding
Committed Projects:			
Airport Box Hangar	132,767	123,232	9,535
Sid Peterson Memorial Hospital	1,600,000	1,600,000	-
Downtown Utilities/Streetscape	400,000	286,108	113,892
Downtown River Trail	1,020,280	750,000	270,280
Travis Street Pump Station Upgrades	750,000	-	750,000
Scott Schreiner Golf Course Improvements	4,000,000	104,184	3,895,817
Olympic Pool Improvements	7,000,000	-	7,000,000
Cailloux Theater Roof & HVAC	4,000,000	-	4,000,000
Schreiner University Athletics & Talent Dvlpmt	3,000,000	-	3,000,000
Habitat for Humanity Mariposa Subdivision	2,260,000	-	2,260,000
Committed Project Total	\$ 24,163,047	\$ 2,863,524	\$ 21,299,523



Questions?





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

SUBJECT: Nominate and elect President, Vice-President, Secretary, and Treasurer.
(Hornes)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 13, 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:

Nominate and elect President, Vice-President, Secretary, and Treasurer.
Staff recommends the Economic Improvement Corporation appoint the City Secretary's Office as the EIC Secretary, and appoint the Finance Department as the Treasurer.

RECOMMENDED ACTION:

Nominate and approve.



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

SUBJECT: Nominate and approve the Economic Improvement Corporation (EIC) representative to the Kerrville Economic Development Corporation (KEDC). (*Hornes*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 13, 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:

RECOMMENDED ACTION:

Nominate and approve.



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

SUBJECT: Nominate and approve the Economic Improvement Corporation (EIC) representative to the "GO Team". (*Hornes*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 13, 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:

RECOMMENDED ACTION:

Nominate and approve.



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

SUBJECT: Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Parks improvements for an amount not to exceed \$800,000. (*Hornes*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: May 13, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$800,000.	N/A	\$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. These playgrounds are approximately 30 years old and in need of replacement.
- **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.

On April 23, 2024, staff received authorization from the City Council to submit a funding application to the EIC for this purpose.

Staff is requesting consideration of this funding request. If approved, a funding agreement will be drafted and a public hearing will be held at the next EIC meeting. Final approval of the funding agreement will be by the City Council, after EIC approves.

RECOMMENDED ACTION:

Consider funding application in an amount not to exceed \$800,000.



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

SUBJECT: Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Granger MacDonald Park in an amount not to exceed \$2,200,000. (*Hornes*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 4, 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 P - Parks / Open Space / River Corridor

Guiding Principle N/A

Action Item P5.6 - Improve access to Lake Nimitz as a recreational amenity

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 \$2,200,000 for the creation of Granger MacDonald Park. 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 a parking lot, a boat ramp, a boardwalk along the water, xeriscape landscaping in line with best practices of the Upper Guadalupe River Authority. The first step in this process, is to fund the engineering of the park space. Attached you will find the proposal from Hewitt Engineering, in the amount of \$219,800. However, staff recommends calling for a public hearing in an amount not to exceed \$2,200,000, which includes the cost of the engineering and construction.

The initial scope of work includes the following:

- **Civil Site Engineering** including preliminary review of grading and drainage, parking

layout, evaluation of permeable paver options, irrigation water line extension and preliminary cost determination.

- **Geotechnical Engineering** including on site bore holes and foundation recommendations for the boardwalk system and boat ramp
- **Structural Engineering** including review of boardwalk alternatives, pier design and bulkhead alternatives
- **Topographic Field Survey** including establishment of datum and benchmarks, location of hardwood trees survey and preparation of site topography map at one foot contour intervals
- **Landscape Architect Services** including schematic drawings and conceptual irrigation study
- **Environmental Due Diligence Services** including wetlands/jurisdictional waters determination and Threatened/Endangered Species habitat evaluation
- **Cultural Resources Services** including archaeological literature and records research and archeological field survey

The Final Design Phase will include the following:

- **Civil Site Engineering** including final paving, grading and drainage plans, dimensional control layout, permeable paver design, storm sewer design, miscellaneous details and stormwater pollution prevention plan.
- **Structural Engineering** including final structural drawings of boardwalk substructure, decking, connections, and railing attachments and specifications as notes on the drawings for structural items of work.
- **Landscape Architect Services** including coordination of the grading with the civil plans at the bioretention areas, layout and detailing of LID features to include bioswales/bioretention, overflow drains and connections to the storm sewer drainage system. The landscape plan will also provide the location and identification of all plant materials to be used and specify mainline routing, extent, and type of irrigation to be utilized.
- **Floodplain Development Permit** includes submittal of plans and a No Rise Analysis to the City of Kerrville Floodplain Administrator documenting no impact to the Guadalupe River 100-year base flood elevation as a result of the proposed improvements
- **Environmental Services** including Freshwater Mussel Survey and Relocation and USACE Pre-construction Notification and Biological Assessment

The Bidding/Construction Administration Phase will include the following:

The Bidding/Construction Phase Services will include a PreBid meeting with contractors, plans posted to CivCast for bidding purposes and review of the bids and recommendation of the Contractor based on the received bids. Construction Phase Services will include coordination meetings, site visits and review of Requests for Information (RFIs), submittals and pay applications by the Contractor. This task will include a final walk through, preparation of a punch list, acceptance of the work and preparation of as-built drawings.

RECOMMENDED ACTION:

Consider calling a public hearing for Granger MacDonald Park in an amount not exceed \$2,200,000.

ATTACHMENTS:

[*20240617_MacDonaldPark-HewittProposal_052024.pdf*](#)



Hewitt Engineering, Inc.

Consulting Engineering Services

May 20, 2024

Mr. Michael Hornes
Assistant City Manager
City of Kerrville
701 Main Street
Kerrville, TX 78028

**Re: Granger McDonald Park
Engineering Professional Services Design Fee Proposal**

Dear Michael,

Per your request, I have prepared a scope and fee schedule for the preparation of final design plans and specifications associated with the Granger McDonald Park Improvements. The park will be located along Nimitz Lake adjacent to the future Upper Guadalupe River Center near The Landing development. The park will incorporate environmentally sustainable features and include a concrete boardwalk system along the bank, floating piers, permeable pavers in the parking area, terraced landscaping to absorb, filter and slow water runoff to the lake, and an oversized river access ramp that restricts cars and uses dollies to transport watercraft into the lake.

The scope of the project will include a Preliminary Engineering Phase, Final Design Phase and Bidding/Construction Administration Phase. The Preliminary Engineering Phase will include the following:

- **Civil Site Engineering** including preliminary review of grading and drainage, parking layout, evaluation of permeable paver options, irrigation water line extension and preliminary cost determination.
- **Geotechnical Engineering** including on site bore holes and foundation recommendations for the boardwalk system and boat ramp
- **Structural Engineering** including review of boardwalk alternatives, pier design and bulkhead alternatives
- **Topographic Field Survey** including establishment of datum and benchmarks, location of hardwood trees survey and preparation of site topography map at one foot contour intervals
- **Landscape Architect Services** including schematic drawings and conceptual irrigation study
- **Environmental Due Diligence Services** including wetlands/jurisdictional waters determination and Threatened/Endangered Species habitat evaluation
- **Cultural Resources Services** including archaeological literature and records research and archeological field survey

The Final Design Phase will include the following:

- **Civil Site Engineering** including final paving, grading and drainage plans, dimensional control layout, permeable paver design, storm sewer design, miscellaneous details and stormwater pollution prevention plan.
- **Structural Engineering** including final structural drawings of boardwalk substructure, decking, connections, and railing attachments and specifications as notes on the drawings for structural items of work.
- **Landscape Architect Services** including coordination of the grading with the civil plans at the bioretention areas, layout and detailing of LID features to include bioswales/bioretention, overflow drains and connections to the storm sewer drainage system. The landscape plan will also provide the location and identification of all plant materials to be used and specify mainline routing, extent, and type of irrigation to be utilized.
- **Floodplain Development Permit** includes submittal of plans and a No Rise Analysis to the City of Kerrville Floodplain Administrator documenting no impact to the Guadalupe River 100-year base flood elevation as a result of the proposed improvements
- **Environmental Services** including Freshwater Mussel Survey and Relocation and USACE Pre-construction Notification and Biological Assessment

The Bidding/Construction Administration Phase will include the following:

- **The Bidding/Construction Phase Services** will include a PreBid meeting with contractors, plans posted to CivCast for bidding purposes and review of the bids and recommendation of the Contractor based on the received bids. Construction Phase Services will include coordination meetings, site visits and review of Requests for Information (RFIs), submittals and pay applications by the Contractor. This task will include a final walk through, preparation of a punch list, acceptance of the work and preparation of as-built drawings.

The fee schedule for Basic and Additional Services for each of the tasks described above is summarized in the following table:

BASIC SERVICES FEE SCHEDULE:

1. Preliminary Engineering Phase.....	\$12,500.00
2. Final Engineering Phase.....	\$48,214.00
3. Floodplain Development Permit	\$5,000.00
4. Bidding and Construction Administration Phase.....	\$12,600.00
5. Reimbursable Expenses	\$4,800.00
TOTAL BASIC SERVICES FEE.....	\$83,114.00

ADDITIONAL SERVICES FEE SCHEDULE:

1. SWCA Environmental Services	\$83,636.00
2. Searchers LLC (Surveying)	\$4,950.00
3. Rialto Studio Inc. (Landscape Architect)	\$23,900.00
4. Sparks Engineering Inc. (Structural Engineering).....	\$18,920.00
5. UES Rock Engineering (Geotech)	\$5,280.00
TOTAL ADDITIONAL SERVICES FEE	\$136,686.00

TOTAL BASIC AND ADDITIONAL SERVICES FEE PROPOSAL.....\$219,800.00

The final result of this project will be one set of signed and sealed original drawings, five sets of full size and five sets of half size drawings, and technical specifications in order to solicit contractor bids.

The total lump sum fee to perform these tasks including Basic and Additional Services including all expenses is \$219,800. This fee consists of Basic Design Services of \$83,114 and Additional Design Services of \$136,686 which includes \$83,636 for SWCA Environmental Consultant for environmental studies and cultural resources studies, \$23,900 for Landscape Architect services by Rialto Studio Inc., \$18,920 for Sparks Engineering Inc. for structural engineering, \$5,280 for Geotech Services by UES (previously Rock Engineering), and \$4,950 for topographic surveying by Searchers LLC. The subconsultant proposals are attached. Reimbursables will be charged at a multiple of 1.10 times the expenses incurred by the Engineer. All out-of-pocket expenses such as printing & delivery costs, sub-consultant fees, special review, filing, and/or permit fees will be billed as a reimbursable expense. The scope of work does not include any work associated with the Upper Guadalupe River Center site and building.

Please feel free to contact me at 830-315-8800 or by email at jmhewitt@hewitt-inc.com if you have any questions.

Sincerely,

HEWITT ENGINEERING INC.

Texas Registered Engineering Firm F-10739

A handwritten signature in blue ink, appearing to read "John M. Hewitt", is positioned above the printed name.

John M. Hewitt, P.E., CFM

Attachments



ENVIRONMENTAL CONSULTANTS

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4949 N Loop 1604 W
Bldg 2, Suite 235
San Antonio, Texas 78249
Tel 210.877.2847 Fax 210.877.2848
www.swca.com

May 3, 2024

John Hewitt, PE, CFM
Hewitt Engineering, Inc.
716 Barnett Street
Kerrville, Texas 78028

Re: Grainger McDonald Park, Kerr County, Texas (SWCA Proposal No. P89508)

Dear Mr. Hewitt:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide this proposal to perform cultural and natural resources investigations in support of the Grainger McDonald Park projects, Kerrville, Kerr County, Texas.

If you find the scope of services, terms, and costs of this proposal to be acceptable, we are prepared to begin work upon receipt of a signed contract. If you have any questions or require any additional information, please do not hesitate to contact me at cwesterman@swca.com or 210.361.0297.

Sincerely,

A handwritten signature in blue ink that reads "Christine Westerman". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Christine Westerman
Ecologist/Principal Project Manager
San Antonio

SCOPE OF SERVICES

CULTURAL RESOURCES SERVICES

Projects in Texas can come under the purview of two primary cultural resources regulations, the National Historic Preservation Act of 1966 (NHPA) and the Antiquities Code of Texas (ACT). Both are administered by lead federal agencies and the State Historic Preservation Officer of Texas at the Texas Historical Commission (THC) in Austin, Texas.

If an undertaking is federally permitted, licensed, funded, or partially funded, the project must comply with Section 106 of the NHPA, as amended. Section 106 requires that every federal agency consider the undertaking's effects on historic properties, defined as any property listed on, or eligible for listing on, the National Register of Historic Places (NRHP). The NRHP is a cultural resources inventory maintained by the Secretary of the Interior. This list includes buildings, structures, objects, sites, districts, and archaeological resources, which are stipulated in Section 106 implementing regulations as defined in "Protection of Historic Properties," (36 Code of Federal Regulations 800), this includes the identification and evaluation of historic properties.

Based on the information provided to SWCA, the project may require federal permitting from the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. Therefore, it qualifies as a federal undertaking and requires compliance with Section 106 of the National Historic Preservation Act (NHPA).

The ACT requires state agencies and political subdivisions of the state, including cities, counties, river authorities, municipal utility districts, and school districts, to notify the THC of any action on public land involving 5 or more acres of ground disturbance; 5,000 or more cubic yards of earth moving; or those that have the potential to disturb recorded archaeological sites. It is SWCA's understanding that the project area may exceed 5,000 or more cubic yards and would therefore require an ACT permit.

In addition, all human burials in the state of Texas are protected by law, as per the Texas Health and Safety Code Section 711 General Provisions Relating to Cemeteries (herein referred to as Section 711) and the Texas Administrative Code (TAC) Title 13, THC, Chapter 22 Cemeteries (13 TAC 22.1–22.6). If human burials are encountered during project activities and the remains are determined to be Native American, they will be handled in accordance with procedures established through coordination with the THC, and work in the affected area could only resume per THC authorization.

TASK 1A: CULTURAL RESOURCES ANTIQUITIES PERMIT APPLICATION AND AGENCY COORDINATION

SWCA will begin with a background cultural resources literature and records search. SWCA will review the Texas Archeological Sites Atlas (Atlas) online database for any previously recorded surveys and historic or prehistoric archaeological sites located in, or immediately adjacent to, the project area. If needed, an SWCA archaeologist will physically examine site files, records, and maps files housed at the Texas Archeological Research Laboratory and the THC Library. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: National Register of Historic Places properties, State Antiquities Landmarks, Official Texas Historical Markers, Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. SWCA will also review available area-specific data sources (historic maps and historic aerial photography) to determine historical land usage within the project area. Other critical factors that SWCA will examine include the level of previous disturbances from residential and commercial development, types of soils present, and any obvious standing structures greater than 45 years in age that appear on U.S. Geological Survey (USGS) topographic maps. Together this

information task will allow SWCA to identify any areas within the property that have the potential to contain significant, undocumented cultural resources and evaluate archaeological potential prior to performing fieldwork.

This background information will be used in creating a research design for review and approval by the THC to obtain an Antiquities Permit. The Antiquities Permit application would also include a form, which requires signatures from the landowner and project sponsor, as well as a topographic map and aerial imagery with the proposed project boundaries superimposed. The Antiquities Permit and associated scope of work would be submitted to the THC, and USACE Fort Worth District concurrently for review; this review can take up to 30 calendar days.

TASK 1B: INTENSIVE CULTURAL RESOURCES SURVEY

Once the THC issues the Antiquities Permit and all agencies have approved the scope of work, SWCA will complete a field investigation of the project area that will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of cultural resources located within the proposed project area. The survey will meet Section 106, THC, and Council of Texas Archeologists (CTA) archaeological resources survey standards. The field survey will consist of one team of two SWCA archaeologists conducting systematic pedestrian survey across the project area. Subsurface investigations will involve deep mechanical trenching in settings with the potential to contain buried archaeological materials and be dependent upon variables such as previous land disturbances and the presence of soils.

Area projects of this size (approximately 1.5 acres) and nature require a minimum of 2 to 4 shovel tests to adequately explore subsurface deposits according to state minimum survey standards. The THC/CTA standards allow trenches to be deployed at a ratio of 1:2 relative to the shovel test requirements. As the project area is adjacent to the Guadalupe River and based on the constraints analysis for the Guadalupe River Trail West Project recently conducted for Hewitt Engineering, Inc., the project area is adjacent to existing deeply stratified archaeological sites, SWCA recommends trenching in place of shovel tests. Additionally, SWCA geoarchaeologist, Mr. Ken Lawrence (MA, RPA), reviewed the project area and identified a high potential to contain deeply buried archaeological resources. Depending on the location and type of any proposed deep construction impacts (e.g., any location of ground disturbing activities that will extend beyond 31 inches [80 cm] in depth below ground surface), SWCA would propose to assess the presence/absence of these potential deeply buried cultural resources through the excavation of no more than **4 mechanical backhoe trenches**. Depending upon land access, this deep testing would require approximately one (1) day to complete.

Trench placement will be determined by the level of previous disturbance, results of background research, the extent of deep impacts associated with the property development (i.e., piers, boat ramp), and preservation potential for archaeological sites as determined by an SWCA archaeologist. Backhoe trenches will be excavated to a depth sufficient to determine the presence/absence of buried cultural materials and allow the complete recording of features and geomorphic information to depths of project impacts or sediment incapable of containing intact cultural resources. Generally, trenches will be 4 to 5 feet (1.2 to 1.5 m) deep or more, 16 feet (5 m) in length, and 3 feet (1.0 m) wide. All trenching will be monitored by an experienced archaeologist while excavations are underway. A second archaeologist will screen or trowel through sediment samples at a rate of one five-gallon bucket from every third backhoe bucket. Once the trench is excavated, SWCA archaeologists will scrape down both walls of the trench, examining the profiles for artifacts, features, or other cultural manifestations. Each trench will be documented by field notes, stratigraphic descriptions, photographs, and GPS unit. Features encountered during trenching will be mapped and photographed.

Work will be performed in accordance with the U.S. Occupational Safety and Health Administration (OSHA; 29 CFR Part 1926). Once the trenches are excavated, SWCA archaeologists will scrape down trench profile exposures and examine the profiles for artifacts, features, or other cultural manifestations. Each trench will be documented by field notes, stratigraphic descriptions, photographs, and GPS unit. Features encountered during trenching will be mapped

and photographed. Upon completion of excavation, trenches will be backfilled, leveled, and returned, as much as possible, to their original state.

If archaeological sites are encountered in the project area during the fieldwork, they will be explored as much as possible with consideration to the property boundaries. All discovered sites will be assessed regarding their potential NRHP and SAL eligibility and significance so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work) and eligibility. Based on a review of the THC Atlas, SWCA anticipates that no more than one (1) newly recorded archaeological sites is anticipated as a part of this survey effort.

Photographs for sites found within the project area will minimally include: the site setting documented from a minimum of two angles, all cultural features present within the site, a representative sample of non-diagnostic artifacts, all sides of diagnostic artifacts, and other representative natural features and/or disturbances within the site. SWCA archaeologists will use a sub-meter accurate hand-held GPS receiver to map all recorded sites in detail and plot sites on USGS 7.5-minute topographic maps and on appropriate project maps for planning purposes. If intact archaeological materials associated with historic-age resources or a deeply buried prehistoric archaeological site are revealed during the pedestrian survey, the archaeologist will assess the potential significance of the resource. If preliminarily assessed as significant, additional work may be required to mitigate the resource prior to any construction.

TASK 1C: REPORTING AND CURATION

Once the fieldwork has been completed, SWCA will prepare a report for review by Hewitt Engineering, the THC, and the USACE. The report of the fieldwork will conform to the CTA and THC standards and guidelines. The report will include the results of the background review and the archaeological fieldwork. Specifically, it will provide the methodology used in the fieldwork, the presence and condition of previously recorded sites located in and around the project area, the history of the property, photographs illustrating the environment and setting, a description of cultural resources encountered during the fieldwork, architectural descriptions of all historic-age aboveground resources, recommendations for management of those cultural resources, and recommendations for additional fieldwork, if warranted. SWCA will submit a draft digital copy of the report to Hewitt Engineering for review and comment. SWCA will address one round of comments and concerns, and at Hewitt Engineering's request, SWCA will submit the revised draft to the THC and USACE for review.

Once Hewitt Engineering, THC, and USACE-Fort Worth District have reviewed the document and provided comments/concurrence to SWCA, any revisions will be incorporated into the final report. SWCA will then submit a final report to the client, THC, and USACE-Fort Worth District. SWCA will also complete all document curation requirements per the ACT; field records will be curated at the Center for Archaeological Research at the University of Texas at San Antonio.

TASK 1 ASSUMPTIONS

- The cost estimate is based upon complete and unfettered access to the survey area. All land acquisition or right-of-entry to the property will be obtained prior to field investigations commencing. Factors beyond SWCA's control, such as access restrictions, inclement weather, or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a Change Order.
- The scope of work may be subject to change following consultation with the THC, USACE-Fort Worth District, and fieldwork. Any additional costs resulting from a change in the scope of work may require a change order.
- Task 1B assumes fieldwork would require a total of one (1), 10-hour day for a team of two (2) SWCA archaeologists to complete the pedestrian survey and deep testing. This includes the use of a backhoe operator to complete deep testing investigations.

- Based on the known site densities in the area, SWCA assumes that the survey will result in the assessment of no more than one (1) archaeological site encountered during shovel testing, which would be more than 1.0-acre (0.4-hectares) in extent. If SWCA identifies more than one site, or it is greater than 1 acre in area, SWCA will negotiate a Change Order to complete site documentation and processing.
- Rights-of-entry and unfettered access to the entire property at the time of field investigations will be coordinated by Hewitt Engineering. Factors beyond SWCA's control, such as access restrictions, inclement weather, or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a Change Order.
- Detailed archival research and review of county records to determine the age and significance of historic-age resources in the APE are not included in this cost or proposal.
- SWCA proposes a non-collection survey.
- This scope of work does not include eligibility testing or data recovery levels of effort.
- These costs do not include project-related safety training or expenses (e.g., OSHA, HAZWOPER, company or site-specific safety training).
- Task 1B is based on calculations of 0.31-acre project area (area of anticipated affects).

TASK 2: JURISDICTIONAL WATERS DELINEATION

SWCA will review published information and perform a field survey to identify wetlands, ponds, stream channels and other aquatic features that may be considered jurisdictional waters by the USACE under the Clean Water Act. Data collection will be considered in accordance with current federal delineation methodology including the *1987 Corps of Engineers Wetland Delineation Manual* and the *2010 Regional Supplement for the Great Plains Region*. Data will be collected on vegetation, soils, and hydrology (described below) to determine if the areas on the property meet criteria for wetlands established by the USACE:

1. Vegetation identification and analysis will be performed for each vegetation stratum (herbs, sapling/shrub, trees and vines) at each sample plot. Hydrophytic vegetation will be considered present if greater than 50 percent of the dominant vegetation is composed of obligate wetland (OBL), facultative wetland (FACW) or facultative (FAC) species.
2. Soil analysis for each sample plot will be determined using the guidelines set forth by the National Technical Committee for Hydric Soils (USDA Soil Conservation Service, 1987). A soil pit will be excavated and the soil will be inspected for positive indications of hydric soils. The sample pit will be left open for a sufficient time to allow for the stabilization of the apparent high-water table, if present.
3. SWCA biologist will determine if positive indications of wetland hydrology, as defined in the 1987 Wetland Manual, are present. Typical hydrological indicators include inundation, saturation, an ordinary high-water mark, drainage patterns, oxidized root channels, drift lines and sediment deposits.

SWCA will collect a minimum of one sample point for each area surveyed (additional points may be required along wetland/non-wetland boundaries) and complete the USACE Wetland Determination Data Forms for each sample point. All potential jurisdictional waters of the United States, including wetlands, will be mapped using a Trimble XT or similar global positioning system (GPS) equipment with submeter accuracy.

Following field data collection, SWCA will prepare a jurisdictional waters report including the following information:

- A narrative description of the methods utilized in conducting the field investigations.
- A results section that describes (1) the vegetation communities observed, (2) the soils observed, (3) the types of wetlands encountered and (4) the water bodies observed.

- A conclusion section where SWCA provides our professional opinion on which waters and/or wetlands we anticipate to be considered jurisdictional by the USACE.
- Maps illustrating locations of all jurisdictional waters in the project area. The maps would be aerial photo-based and prepared using ArcGIS.
- U.S. Army Corps of Engineers Wetland Determination Data Forms for each sample point.
- A photographic log displaying representative photographs for each vegetative stratum and representative photographs of each aquatic feature observed.

The draft report will be provided for review and comments. SWCA will address one round of comments and incorporate responses to client comments and prepare a final report.

TASK 3: AQUATIC RESOURCES AND PROTECTED SPECIES HABITAT EVALUATION AND SITE RECONNAISSANCE

According to the U.S. Fish and Wildlife Service, the following federally protected threatened or endangered species occur in Kerr County and may be affected by the proposed project: tricolored bat (*Perimyotis subflavus*), golden-cheeked warbler (*Setophaga chrysoparia*), piping plover (*Charadrius melodus*), rufa red knot (*Calidris canutus rufa*), Texas blind salamander (*Eurycea rathbuni*), Guadalupe fatmucket mussel (*Lampsilis bergmanni*), Guadalupe orb mussel (*Cyclonaias necki*), Comal Springs dryopid beetle (*Stygoparnus comalensis*), Comal Springs riffle beetle (*Heterelmis comalensis*), monarch butterfly (*Danaus plexippus*), Peck's cave amphipod (*Stygobromus pecki*), bracted twistflower (*Streptanthus bracteatus*), and Texas wild-rice (*Zizania texana*). SWCA biologists will perform a site visit to evaluate terrestrial and aquatic (Guadalupe River) habitats in the project area to determine the likelihood of occurrence of the above-listed species. Based on available USFWS information, the Guadalupe River in this area is classified as a Group 1 stream for mussels, meaning that it is anticipated to be suitable habitat for freshwater mussels. During the site reconnaissance visit, biologists will examine the mussel habitat in the Guadalupe River. This information will be used to refine the scope for freshwater mussel surveys.

Following the site visit, SWCA will prepare a habitat evaluation report. The report will include the results of the aquatic mussel habitat site reconnaissance. The draft report will be submitted to the client for review and comments. Responses to client comments will be incorporated into the final version of the document. The final habitat report will be delivered within 21 business days after completion of field surveys.

TASK 3 ASSUMPTIONS

- This task assumes boat/kayak access to the Guadalupe River for the aquatic habitat site reconnaissance.
- Field work for Tasks 2 and 3 will be performed concurrently.

TASK 4: FRESHWATER MUSSEL SURVEY AND RELOCATIONS

As required by Texas Parks and Wildlife Department (TPWD), SWCA will develop a written Aquatic Resource Relocation Plan (ARRP) for relocation of native freshwater mussel species and submit it to the appropriate TPWD and USFWS reviewers. The plan should be submitted no less than four weeks before the proposed mussel survey. As the second step of the planning process, SWCA must also complete an "Application for Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters." Because the application is to be received 30 days prior to the activity, TPWD suggests that both the ARRP and this permit application be submitted at the same time.

Following approval of the ARRP and Permit to Introduce, SWCA will conduct freshwater mussel surveys/relocations within the approved survey area in accordance with the ARRP and 2024 TPWD-USFWS Freshwater Mussel Survey Protocols. Three state-listed threatened freshwater mussel species have the potential to occur in the Guadalupe River

basin: Guadalupe orb (*Cyclonaias necki*), false spike (*Fusconaia mitchelli*), and Guadalupe fatmucket (*Lampsilis bergmanni*). All three mussel species are proposed to be listed as federally endangered under the Endangered Species Act (ESA). Table 1 provides a list of all native mussel species with the potential to occur in the Guadalupe River basin.

Table 1. Freshwater Mussel Species with the Potential to Occur within the Guadalupe River Basin.

Species		Status	
Common Name	Scientific Name	Federal	State
Threeridge	<i>Amblema plicata</i>	-	-
Rock pocketbook	<i>Arcidens confragosus</i>	-	-
Guadalupe orb	<i>Cyclonaias necki</i>	PE	T
Pimpleback	<i>Cyclonaias pustulosa</i>	-	-
Tampico pearlymussel	<i>Cyrtonaias tampicoensis</i>	-	-
False spike	<i>Fusconaia mitchelli</i>	PE	T
Round pearlshell	<i>Glebula rotundata</i>	-	-
Guadalupe fatmucket	<i>Lampsilis bergmanni</i>	PE	T
Louisiana fatmucket	<i>Lampsilis hydiana</i>	-	-
Yellow sandshell	<i>Lampsilis teres</i>	-	-
Washboard	<i>Megaloniaias nervosa</i>	-	-
Bleufer	<i>Potamilus purpuratus</i>	-	-
Giant floater	<i>Pyganodon grandis</i>	-	-
Mapleleaf	<i>Quadrula quadrula</i>	-	-
Pondmussel	<i>Sagittunio subrostrata</i>	-	-
Lilliput	<i>Toxolasma parvum</i>	-	-
Texas lilliput	<i>Toxolasma texasiense</i>	-	-
Pistolgrip	<i>Tritogonia verrucosa</i>	-	-
Pondhorn	<i>Uniomerus tetralasmus</i>	-	-
Paper pondshell	<i>Utterbackia imbecillis</i>	-	-

Note: T = threatened; PE = proposed endangered; PT = proposed threatened; --- = no status

The surveys will follow TPWD Guidelines for Aquatic Resources Relocation Plans for Fish and Shellfish, Including Freshwater Mussels (Guidelines) within wadable areas (less than 3 feet deep) waterways. Guideline protocol indicates that Qualitative Surveys should include the entire project footprint, as well as buffers for areas of potential impact that include a minimum of 50 meters upstream and 100 meters downstream of the construction impact footprint, as well as a 10-meter-wide lateral buffer. The survey will potentially entail two survey phases: Phase 1 Qualitative Survey and, depending on the results of the Phase 1 survey, a Phase 2 Quantitative Survey. The Phase 1 survey will require a minimum search time of 52 hours of search time within the survey area. Phase 2 surveys will focus on areas of the survey area where mussels were found during the Phase 1 survey. If state or federally listed species (including federal candidate and proposed species) are found during the survey, the survey will cease and TPWD and USFWS will be notified.

SWCA will provide a memo report of species observed, if any, including exhibits illustrating the survey locations and any mussels observed. Results from the mussel survey will be valid for three years following the survey. SWCA will prepare a brief progress report for submittal (by e-mail) to TPWD at the conclusion of the initial relocation effort. The results of the mussel survey will be used to prepare the Biological Assessment (described in Task 5).

ASSUMPTIONS FOR TASK 4

- The scope and cost for this task are based on a one-time relocation effort. Scope does not include construction phase services that may be required, such as for dewatering (if needed).
- The survey scope assumes SWCA will have access to the Guadalupe River in the project impact area and 50 meters upstream and 100 meters downstream.
- A change order may be required if TPWD and/or USFWS request a change in survey methods should a listed species be found during initial surveys.
- A change order may be required if the species becomes federally listed before the survey is initiated, as this may result in additional permitting requirements.
- The mussel survey scope may need to be adjusted based on site conditions, e.g., requiring SCUBA equipment or other additional safety gear.
- Please note: current TPWD-USFWS typically requires mussel surveys/relocations to be conducted during the months of April through November or when water temperatures are greater than or equal to 50°F.

TASK 5: U.S. ARMY CORPS OF ENGINEERS PRE-CONSTRUCTION NOTIFICATION AND BIOLOGICAL ASSESSMENT REPORT

Assuming that the proposed project would be covered under a USACE Nationwide Permit (NWP), such as NWP 39 for institutional and commercial developments or other applicable NWP(s). SWCA will prepare a USACE NWP application form and applicable attachments as required for proposed activities affecting streams and/or wetlands. Permit application components include the following:

- NWP application form;
- List of property owners;
- Delineation of waters of the U.S., including wetlands (Task 2);
- Color photographs of the project site;
- Summary table of waters of the U.S. impacted by the proposed project;
- Required drawings/figures;
- Threatened and endangered species impacts assessment/Biological Assessment;
- Cultural resources survey report (Task 1).

It is anticipated that the USACE will require a Biological Assessment report as part of the Section 404 Clean Water Act permitting process. The report will cover all species listed for the county but will primarily focus on the freshwater mussel species that are proposed to be federally listed as endangered.

The draft application form and attachments will be provided to the client for review. Upon incorporation of revisions or other changes resulting from the review comments, SWCA will provide the final permitting package to the client. If requested by the client, SWCA will submit the package directly to the USACE.

If the USACE requests clarifications and/or alterations, SWCA will accommodate the requests and provide revised copies suitable for the USACE, excepting those requests that are beyond SWCA's authorized scope of services. The proposed cost is based on responding to two rounds of USACE comments.

ASSUMPTIONS FOR TASK 5

- Cost estimate is based on NWP permit support. An Individual Permit, if required, may result in the need for additional services not included in this scope.
- The scope and cost do not include travel for a USACE meeting. The cost includes a pre-permitting phone conference.
- The scope and cost do not include a site visit with the USACE.
- The Guadalupe River is not included on the USACE Fort Worth District Section 10 Navigable Waters list, therefore, no navigable waters permitting is included in this scope.
- Scope and cost do not include stream/wetlands mitigation plans.

COST ESTIMATE AND TIMELINE

Project Cost by Task (not to exceed). Cost estimate is based on assumptions listed in the scope and is valid for 180 days.

Task	Schedule	Cost
Task 1A: Antiquities Permit Application and Agency Coordination	An antiquities permit application will be provided to client for review within 10 business days.	\$3,475
Task 1B: Mechanical Deep Testing (includes \$3,000 / day for backhoe rental and operator)	Fieldwork would commence within 10 business days of the issued antiquities permit dependent on property access.	\$7,628
Task 1C: Reporting and Curation	A draft report would be issued to client within 15 business days of completing fieldwork. Curation	\$7,855
Task 2: Jurisdictional Waters Delineation	Field visit within 8 business days of NTP (weather depending) and issued draft delineation report 10 business days after field work.	\$6,400
Task 3: Aquatic Resources and Protected Species Habitat Evaluation and Site Reconnaissance	Draft memo issued 10 business days after field work.	\$5,600
Task 4: Freshwater Mussel Survey and Relocations	Draft memo issued 10 business days after field work.	\$25,100
Task 5: USACE Pre-Construction Notification and Biological Assessment	Dependent on USACE schedule.	\$19,975
Total		\$76,033

30 April 2024

John Hewitt
Hewitt Engineering, Inc.
716 Barnett Street
Kerrville, Texas 78028
(Sent via email: jmhewitt@hewitt-inc.com)

Landscape Architectural Fee Proposal for:
Granger MacDonald Park
Kerrville, Texas

Dear Mr. Hewitt,

Thank you for the opportunity to present this proposal/letter of agreement for professional landscape architectural services. When executed, this agreement serves as a contractual agreement between Rialto Studio and Hewitt Engineering. If this agreement is not executed by the Owner/Client or returned to Rialto Studio, but work identified in the agreement is requested, then this proposal shall serve as the contract in which Rialto Studio will provide our services.

PROJECT DESCRIPTION, ASSUMPTIONS, AND UNDERSTANDINGS

We understand that you wish to contract landscape architectural services for the landscape design of a new parking lot and lawn on an approximately 1.5-acre site located adjacent to Nimitz Lake and surrounded by Kerrview Drive, James Road, Mallard Way, and Knapp Road in Kerrville, Texas. Site development for which we will be responsible includes bioretention and a large open lawn. We understand there will be three rows of parking running parallel to the lake edge with water surface draining downhill to vegetated bioretention areas to capture, clean, and slowly release water to the storm sewer system. A large lawn is then downstream of the parking and will sheet drain toward the lake.

We understand the project is within Kerrville Texas and there are no existing Tree preservation, Landscape, or Irrigation ordinances applicable to the site.

We understand that the site will be developed at one time, and not phased. Also, there will only be one City of Kerrville permit submittal.

SCOPE OF SERVICES

Unless otherwise specifically identified in this proposal, we understand the civil engineer will provide the layout, grading, and details for all vehicular paving, fire lane access, subsurface drainage, stormwater detention and filtration areas (if applicable), pedestrian paving, site lighting, other hardscapes, signage, and utility connections (including those required for the irrigation system).

Limited collaboration with the civil engineer to refine the site plan is anticipated. Rialto Studio assumes the site plan is final and only minor adjustments are to be made. Substantial revisions to the site plan will be made and invoiced as an additional service as identified below.

DESIGN AND CONSTRUCTION DOCUMENTS

Rialto Studio will prepare and develop the site design and documentation to include the following scope items:

- Site Grading- Review the grading plans as prepared by the civil engineer. We will coordinate the grading with the civil engineer at the bioretention areas.
- Low Impact Development (LID)- Layout and detailing of LID features to include bioswales/bioretention. All overflow drains and connections to the storm sewer drainage system are to be designed and sized by the civil engineer. Rialto Studio assumes we will be designing to the San Antonio River Authority (SARA) design standards.
- Planting Plan- Provide the location and identification of all plant materials to be used. A plant list, including quantities, sizes, botanical and common names, and any special installation requirements will be provided, as necessary.
- Irrigation Plan- Provide the necessary schedules and information required to obtain a quantifiable bid suitable for construction including mainline routing, extent, and type of irrigation to be utilized (such as turf sprays, shrub drip emitters, and/or tree bubblers). We will coordinate the type of irrigation and limits of the system prior to starting the design of the system and let you know the size of the irrigation meter or water service required. It is understood that the static water pressure available will be provided to us (Fire Flow Test Report). The civil engineer will locate, identify, and detail the water meter for the irrigation system if required by a governing authority.

We anticipate delivering (2) milestone drawing submittals: Schematic Design and Construction Documents. Should other submittals be required, we will evaluate the time necessary to complete the task and advise you if this proposal requires amendment.

Schematic Design

We understand that we will be coordinating with the design team for the site development items listed above. Rialto Studio will prepare a Schematic Design package to identify and document our scope of work. Initial documents will include design concepts for the scope of work identified above. Our instruments of service may include rendered/scaled plans and/or precedent imagery communicating materials and design aesthetics. We will also provide an irrigation study to determine the extent of the irrigation system and to assist in the selection of an appropriate irrigation meter size. These drawings will be conceptual with enough detail to gain approval and confirm the scope for the next phase submittal drawings. These can also be used to solicit order-of-magnitude pricing by a cost estimator or contractor.

Construction Documents

The next phase of work will be Construction Documents. Preparation of Construction Drawings, technical specifications, and supplemental bidding documents for the proposed project will be produced during this phase. These drawings, details, and specifications will include information required for construction.

CONSTRUCTION ADMINISTRATION

The following services will be provided on an as-needed basis at your request and invoiced at our hourly rates for personnel as detailed below, plus reimbursable expenses.

- Attend a pre-bid conference
- Assist the design team in the preparation of Addendum items as they relate to items within our scope of work
- Assist in evaluating Base Bids and Alternates

- Construction Observation:
 - Monitor construction of the site development portions of the project and advise you of the progress of the work
 - Review of submittals
 - Respond to RFIs
 - Periodic site visits to observe the construction of our scope of work, advise you of the progress of the work and prepare a field report documenting our observations
 - Punch list inspection and documentation
 - Final inspection and documentation

DESIGN COORDINATION MEETINGS

Rialto Studio understands the importance of coordination with you and the other consultants on the team. We anticipate participation in (3) design and coordination meetings as required/requested for the benefit of the project. Meetings can be either virtual or in-person (travel and travel time for in-person meetings are to be invoiced as a reimbursable expense.) Additional meetings may be attended as an additional service as described below.

COMPENSATION

Progress billings will be made monthly based on the amount of time/effort completed. Payments are due Thirty (30) days from the date of our invoice.

FEE ALLOCATION BY TASK/PHASE

<u>Basic Services (Lump Sum)</u>	
Schematic Design	\$ 5,000.00
Construction Documents	\$10,000.00
Total	\$15,000.00
 <u>Supplemental / Optional Services (Hourly; Not to Exceed)</u>	
Construction Administration	\$ 5,000.00
 GRAND TOTAL (Basic and Supplemental / Optional Services)	 \$20,000.00

The proposed fees assume no substantial change in scope, target budget, or phasing of various parts of the project or services. In the event of major changes, or changes in the design schedule more than 90 days, Rialto Studio reserves the right to revise the scope of work and associated fee allocations to align with the scope modifications. We will track time spent on scope changes and invoiced according to the Additional Services as outlined below.

Reimbursable expenses incurred by Rialto Studio employees and consultants are not included in the fee above and are estimated to be **\$1,500.00**. Mileage will be reimbursed at the current Federal Government allowable rates. The following costs shall be reimbursed at cost plus 10%:

- Cost of printing and/or reproduction of drawings, specifications, reports, and other project-related documents
- Postage, delivery, and handling services
- Parking
- Travel (mileage and parking)
- Building permit application and review fees
- Fees associated with using the Owner's/Client's payment portal.

- Cost of additional professional liability insurance dedicated for this project or insurance coverage, or limits requested by the Owner / Client that are normally carried by Rialto Studio and its consultant.
- Consultants not specifically identified elsewhere in the proposal.
- Other similar project-related expenses

ADDITIONAL SERVICES

Should Additional Services be required on work not covered by our proposal, that work will be priced and invoiced separately on an hourly or negotiated lump sum basis, plus reimbursable expenses. Hourly rates for personnel are as detailed below. Reimbursable expenses for Additional Services items will be billed at cost plus 10%. We will not proceed with Additional Services work without written approval from the client representative.

RIALTO STUDIO HOURLY RATES

Principal	\$ 175.00
Sr. Associate	\$ 140.00
Associate	\$ 125.00
Project Manager	\$ 115.00
Landscape Architect / Irrigator	\$ 105.00
Designer	\$ 95.00
Clerical	\$ 65.00
Landscape Architect Intern	\$ 60.00

EXCLUSIONS

Services not covered by this proposal might include but are not limited to the following:

- Demolition plans
- Pedestrian paving
- Vehicular Paving
- Fencing and gates
- Landscape walls- freestanding or retaining
- Structural walls- freestanding or retaining
- Shade canopies, trellises, or other overhead structures
- Playground (including equipment selection, surfacing, and fencing)
- Splash pad or water features
- Signage- project signage, regulatory signage, wayfinding signage, trail maps, and/or trail markers
- Signage graphics
- Site amenities/furnishings including, but not limited to seating, benches, bollards, trash/recycling receptacles, bike racks, bike repair stations drinking fountains, etc.
- Site lighting
- Site grading
- Stormwater engineering
- Rainwater harvesting, condensate collection, or other methods of collection or pumping requirements for the irrigation system (will provide separate proposal upon request)
- Cost estimating
- Additional scope items
- Major changes- Any changes requiring more than 25 percent of the original time spent on a drawing, document or task item
- Re-designed/relocated scope items
- Drawing submittals beyond those listed above
- Multiple additive/alternate pricing options



- Multiple value engineering and related drawing revisions
- Value engineering after completion of the construction documents
- Weekly owner/consultant coordination meetings
- Additional meetings not identified above
- Low Impact Development (LID) features and coordination other than those listed elsewhere in this proposal
- Presentation renderings/exhibits, 3D photorealistic renderings
- Preparation or submittal of Variance Requests
- Permitting or jurisdictional reviews
- Compliance or review by any community or neighborhood design review board or committee
- Fees for special consultants retained by Rialto Studio
- Pursuit of indemnification agreements with any utility company
- LEED compliance or other green or energy-efficient accreditation
- As-Built or record drawings

TERMS AND CONDITIONS

- The above fees and reimbursable expense estimates do not include the cost of any consultants (unless otherwise identified elsewhere in this proposal) or any future taxes that might be levied by a government entity.
- All documents prepared for you by Rialto Studio, Inc. are our instruments of service. Ownership of those documents shall remain the property of Rialto Studio, Inc.
- Any documents or products developed by Rialto Studio under this agreement shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
- Rialto Studio reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict the use of these documents or products upon written notice to Rialto Studio prior to the development of these documents or products.
- Either party may terminate this agreement upon 30 days written notice to the other. In the event of termination or suspension, Rialto Studio shall be paid its compensation up to and including the date of abandonment, suspension, or termination for all incomplete phases, plus other fees that may have been authorized by the Client for Additional Services, reimbursements, and payments provided herein.
- Rialto Studio may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
- In recognition of the relative risks and benefits of the project to both the Owner and Rialto Studio, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Rialto Studio and his or her sub-consultants on the project for any and all claims, losses, costs, damages of any nature whatsoever or expenses from any cause or causes, so that the total aggregate liability of Rialto Studio and their sub-consultants to those named shall not exceed Rialto Studio's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ACCEPTANCE AND AGREEMENT

If the conditions of this contract meet your approval, please indicate by signing below and returning a copy for our files. Please call me with any questions. Thank you for selecting Rialto Studio to assist you with your project.



Cordially,



Danny Watson, ASLA
Principal

Approved by: _____
(Signature)

Date: _____

(Printed Name)

(Title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of registered individuals licensed under the Landscape Architects Registration Law, Article 259C, VCTS., Landscape Architects, P.O. Box 12337, Austin, Texas 78701-3942 Telephone 512.350.9000

Consulting Services Agreement

Sent via email to jmhewitt@hewitt-inc.com

Subject: Proposal for Grainger McDonald Boardwalk Design

Sparks Engineering, Inc. (*Consultant*) is an independent consultant and agrees to perform the Scope of Services as described below:

Scope of Services

- 1 Preliminary Engineering Study of the planned boardwalk structure
 - a. Site Visit to observe the site conditions and discuss project objectives
 - b. Review of available documents
 - c. Alternatives analysis to compare performance and costs of up to three decking options
- 2 Construction Documents
 - a. Structural drawings of boardwalk substructure, decking, connections, and railing attachments.
 - b. Specifications as notes on the drawings for structural items of work.
- 3 Construction Phase
 - a. Review of RFIs and submittals for structural items of work
 - b. Minor revisions to the structural drawings
 - c. One site visit during construction

Schedule

We propose to meet the Client's schedule.

Fee

Based on our understanding of the project requirements, we propose the following Lump Sum Fee¹:

Preliminary Engineering Study	\$	4,000
Construction Documents	\$	8,500
Construction Phase Services		
Response to RFIs, submittals and shop drawings	\$	1,500
Minor design revisions	\$	1,800
Site visits (1 x \$900/visit)	\$	900
Close out letter	\$	500
Total Fee	\$	17,200

¹ Our proposed fee includes normal office and travel expenses associated with our proposed scope.

Exclusions

1. Geotechnical studies
2. Surveys
3. Hydrologic calculations

Additional Services

Services not included in the proposed scope are additional services. A proposal for additional services will be provided at your request.

Client Responsibilities

We understand that the *Client* will provide the following to facilitate our services on the project:

1. Entry and access to the site
2. Copies of available prior studies, topographic surveys, soil reports, hydrologic data, etc., as available
3. Topographic and site survey in AutoCAD 2D format
4. Civil and architectural CAD backgrounds

Terms and Conditions

Sparks Engineering, Inc. considers the following Terms & Conditions to be material elements of our proposal. Changes to these Terms & Conditions may necessitate an increase in our fee.

Standard of Care: Consultant's services will be performed using that degree of care and skill ordinarily exercised under similar conditions by reputable members of the engineering profession practicing in the same or similar locality at the time of service. No warranty, express or implied, is made or intended by this proposal or by oral or written reports or designs.

Site Responsibility: Consultant's services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by Consultant. The presence of Consultant's representatives will not relieve the contractor(s) of its responsibility to perform the work in accordance with the contract documents. Consultant will not be responsible for job or site safety or security, other than for Consultant's employees.

Opinions of Cost: Opinions of Cost for construction prepared by Consultant are intended to provide information on the magnitude of such costs and are not a quotation or guarantee of actual costs. Client understands that the actual cost of construction is beyond Consultant's control and may vary significantly from Consultant's opinion of cost.

Ownership of Documents: The Client acknowledges that all reports, drawings, specifications, computer files, field data, notes and other original documents prepared by Consultant, including electronic files, are instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to these final documents without the prior written authorization of the Consultant.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the final documents by the Client or any person or entity that acquires or obtains the final documents from or through the Client without the written authorization of the Consultant.

Priority over Form Agreements: These terms and conditions shall govern over any Form Agreements such as Purchase Orders or Work Orders or other form writings issued by the Client, without altering the terms hereof, regardless of any contrary language appearing in the Form Agreement.

Payment: Invoice terms are monthly based on percent complete for fee based projects and time spent for hourly projects. Invoices are due upon receipt and will accrue interest in the amount of 0.75% per month for every month they are not paid. If payment is not received within 60 days of invoice date, Consultant reserves the right to suspend work efforts until all outstanding invoices are paid in full.

Disputes: If a dispute arises with regard to this agreement, it shall be enforceable in Bexar County, Texas, and the prevailing party shall recover from the non-prevailing party all reasonable attorney's fees and expenses incurred.

SPARKS ENGINEERING, INC.
Texas Registered Engineering Firm F-00515



S. Patrick Sparks, P.E.
President

Insert date

Attachments

2019 Fee Schedule

Authorization

To authorize these services, please sign below and return one signed original.

Client Name _____

Attention _____

Address _____

City _____

State / Zip _____

Email _____

Telephone _____

Signature and Printed Name

Title

Date

SEI 2024 Rate Schedule

Personnel

The following hourly rates (plus expenses²) apply for all time spent in evaluation, field investigation, analysis, design, project management, coordination, consultation or meetings, site visits, travel time, sampling, review and analysis of field and laboratory data, report preparation and review, etc.

A.	Professional	
	Principal Engineer	\$ 285.00/hr
	Expert Witness ³	\$ 427.00/hr
	Senior Engineer	\$ 225.00/hr
	Project Manager	\$ 185.00/hr
	Project Engineer	\$ 160.00/hr
B.	Support Personnel	
	Administrative Assistant	\$ 80.00/hr
	CAD Designer	\$ 100.00/hr
	Technician	\$ 90.00/hr

Minimum labor charge for site visits and in-person meetings is 2 hours per each of SEI's personnel present.

Expenses

A.	Travel Expenses ⁴	
	1. Company or personal vehicle:	per mile at the Current Federal Rate
	2. Airfare or other travel:	at cost
	3. Meals & Incidentals (M&I) ⁵ :	\$46 per day (\$7, \$11, \$23, \$5) lump sum
	4. Lodging ⁶ :	at cost
B.	Special equipment or supplies, permits, shipping charges, printing or other items not customarily provided will be charged at cost.	

Subcontracts

Subcontract services (if required) will be invoiced at cost. Administrative and professional fees for coordination and administration of the subcontract will be included in our proposed fee.

Our hourly billing rates are subject to change on an annual basis. When this occurs, our invoices for hourly projects will reflect our latest billing rates. However, previously established lump-sum fees and not-to-exceed fee amounts will be unaffected by rate changes.

² All fees and expenses are portal to portal.

³ Expert witness fees apply to testimony in trial, arbitration, or deposition.

⁴ Rates apply only to travel within the continental United States. When possible, we will pro-rate travel expenses among active projects involving travel to the same general area. There is no charge for vehicular travel within the metropolitan area of the home office.

⁵ M&I costs apply to project assignments outside the metropolitan area of the home office and of 6 hours duration or more. Partial-day M&I allowance will be adjusted for meals furnished or not taken by deducting the appropriate amount shown in parenthesis (breakfast, lunch, dinner, incidentals). Receipts for M&I will not be provided unless agreed to in writing prior to deployment.

⁶ Applies when required to remain overnight, or on full-time projects outside metropolitan area of the home office.



Surveying Services Agreement

1. This agreement is between:

Client. Hewitt Engineering, Inc. (Hereinafter "Client")

Surveyor. Searchers LLC dba Searchers (Hereinafter "Searchers")

2. Property to be Surveyed. Granger MacDonald Park, City of Kerrville, Kerr County, Texas.

3. Scope of Services (to be performed by Searchers).

- a. Collect on-the-ground topographic data in the area shown in Exhibit "A".
- b. Locate drainage features
- c. Locate visible utilities
- d. Locate edge of asphalt
- e. Establish two benchmarks on or near the project
- f. Locate hardwood trees 6 inches and larger
- g. Prepare topographic survey plat showing improvements and topographic data

4. Fee. The fee for this survey will be **\$4500**.

5. Schedule. The survey will be completed in a timely manner. Searchers is not responsible for delays by others.

6. Timely Payment. Searchers will issue an invoice upon completion of the survey. All invoices are due when delivered to Client. Invoices that are not paid within 30 calendar days of delivery will be considered past due.

7. Fee Adjustment. If project is not completed within 1 year, Searchers may increase rates by up to 5% for services performed after the first year.

8. Ownership of Documents. All documents, including original drawings, field notes, and data provided or furnished by Searchers pursuant to this Agreement are instruments of service in respect to the Project and Searchers shall retain ownership and property interest therein whether or not the project is completed. The Client may make copies for use on the Project, however, such documents are not intended or suitable for reuse by the Client or others on extensions of the Project or any other Project.

Surveying Services Agreement – Granger MacDonald Park

9. **Standard of Care.** Searchers will endeavor to perform surveying services with the same standard of care and skill as a reasonable Texas surveyor would under the same or similar circumstances.
10. **Limitation of Liability.** Searchers will endeavor to perform surveying services with the same standard of care and skill as a reasonable Texas surveyor would under similar circumstances. In order for Client to obtain the benefit of a fee which includes a lesser allowance for risk funding, Client agrees to limit the liability of Searchers and the Surveyor such that the total aggregate liability shall not exceed double the compensation for services rendered on this project.
11. **Entire Agreement.** This proposal contains the entire and integrated agreement. No modification of this agreement will be binding unless it is in writing and signed by both the Client named above and a representative of Searchers.
12. **Cancel Agreement.** Either party may at any time cancel this contract. Client will pay for any time or expenses that were expended prior to cancelation of this agreement.
13. **Assignment.** This agreement shall not be assigned without the written consent of the other party.
14. **Severability.** Any provision or part of the Agreement held to be void or unenforceable shall be deemed stricken and all remaining provisions shall be valid and binding.
15. **Governing Law and Venue.** This agreement shall be governed by the laws of the State of Texas, and the parties agree that venue shall be proper in Gillespie County, Texas.
16. **Offer Expiration.** This agreement offer expires if not accepted within 30 days. No work will be scheduled until this agreement is signed and returned.

Signing this Agreement for services shall be authorization by the Client for Searchers to proceed with work unless otherwise stated in the Agreement.

Thank you for the opportunity to work with you on this project. If you have any questions please call me at 830-383-1211 or email me at josh@searchers.net.



Josh W. Leamons, for
Searchers

May 7, 2024

John Hewitt, for
Hewitt Engineering Inc.

EXHIBIT “A”



May 13, 2024

Mr. John Hewitt, PE, CFM
Hewitt Engineering, Inc.
716 Barnett Street
Kerrville, Texas 78028

Re: UES Proposal No. P24-0966
Geotechnical Study
Guadalupe River Center
James Road and Kerrview Drive
Kerrville, Texas

Dear Mr. Hewitt:

UES Professional Solutions 45, LLC (UES), is pleased to offer this proposal to perform geotechnical services for the referenced project. We prepared this proposal based on information provided and presented below.

PROJECT INFORMATION

The site is located at the intersection of James Road and Kerrview Drive in Kerrville, Texas.

The project consists of the following proposed improvements:

- Boat ramp
- A new boardwalk along the river
- Boat docks in the river
- Parking and drive areas

Our proposal is based upon the following:

- The site is readily accessible and the boring locations can be accessed by a truck-mounted drilling rig
- The site does not require clearing for boring access
- **UES will contact 811 call to locate public underground utilities prior to drilling work**
- **If requested, a 3rd Party Private Utility Locator may be called in by UES to clear the boring locations prior to drilling work at an additional fee**
- The boring locations are not covered by concrete

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site. Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, UES will contact the client to discuss accessibility options and associated fees.

FIELD INVESTIGATION

The proposed field investigation includes:

General Location	No. of Borings	Boring Depth (ft)
Proposed boardwalk	1	30
Proposed boat ramp	1	30
Proposed paving	2	10
Total	4	80

UES will stake the borings prior to mobilization of drilling equipment. Locations will be shown on the Boring Location Plan. Field personnel will drill the borings using the equipment stated in our assumptions. Soil samples will be obtained using a three-inch diameter Shelby tube sampler (ASTM D1587) and a two-inch diameter standard split-spoon sampler (ASTM D1586), as appropriate based on the type and strength of the materials encountered. If rock like materials are encountered, grab samples of the cuttings will be collected.

A qualified engineering geologist or soils technician will log the samples in the field and package them for transport to the laboratory for testing. A log of each boring will be prepared to document drilling activities and subsurface conditions. Precise surveying of boring locations and elevations is not included in the scope of services; these services may be provided upon request, at an additional fee. At the completion of drilling operations, bore holes will be backfilled with soil cuttings.

LABORATORY TESTING

Laboratory tests will be required for classification purposes and to determine engineering characteristics of the materials encountered. The following test methods may be performed on selected samples, depending on the actual subsurface conditions encountered:

- Supplementary visual classification (ASTM D2487)
- Moisture content (ASTM D2216)
- Atterberg limits (ASTM D4318)
- Percent material finer than the #200 sieve (ASTM D1140)
- Unconfined compressive strength (ASTM D2166)
- One-dimensional swell (ASTM D4546)

All phases of the laboratory-testing program will be performed in general accordance with applicable ASTM Specifications. All field and laboratory tests results will be included on the boring logs or in the completed report

ENGINEERING SERVICES

The geotechnical report will be signed and sealed by a registered Professional Engineer in the state of Texas and the report will include results of the field and laboratory testing together with our analyses of the results and applicable recommendations. We will provide a digital report in electronic PDF format. The report will include the following:

- soil and groundwater conditions encountered at the boring locations
- earthwork recommendations, including material type and compaction requirements
- construction considerations related to soil and groundwater conditions at the borings
- geotechnical recommendations including:
 - foundation design recommendations for the boardwalk
 - recommendations for horizontal and lateral earth pressures related to buried and retaining structures
 - paving recommendations
- If additional recommendations are needed, please notify us so we can adjust our scope of work accordingly
- Any additional geotechnical engineering/consulting requested after submittal of the report will be billed at a rate of \$185/hour

FEE FOR PROPOSED SERVICES

Our fee for performance of the geotechnical study at the site described will be as noted in the table below.

Geotechnical Study Lump Sum Fee ¹		\$4,800.00
Optional Private Utility Locator ²		\$1,500.00
¹	<i>This pricing assumes the boring locations can be accessed using standard, truck-mounted drilling equipment and drilling will occur during daylight hours Mon – Sat. Sunday or night drilling will incur additional charges. If difficult site conditions are encountered, an All-Terrain Drilling Unit could be provided for an additional fee.</i>	
²	<i>Ground penetrating radar (GPR) services along with other methods will be performed by a third-party contractor to aid in locating below-grade utilities. This service is an increased level of due diligence in conjunction with Texas One-Call clearance; however, it does not guarantee the absence of below-grade utility conflicts. UES is not responsible for damage to below grade utilities.</i>	

This fee will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

PROJECT SCHEDULE

The geotechnical report will be delivered approximately 3 to 4 weeks after completion of field work. If a delivery time frame other than that presented above is desired, please advise us prior to completing the agreement so that we may make the appropriate adjustments to the proposal fee and our schedule to accommodate the project needs.

Please sign and return a copy of the Geotechnical Proposal Acceptance Form on the next page as authorization to proceed. By execution of this proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and any supplemental services and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

Thank you for the opportunity to present this proposal. Please call if there are any questions or suggestions regarding changes to the agreement or the proposed work scope. We look forward to working with you on the project.

Respectfully submitted,

UES Professional Solutions 45, LLC



Kyle D. Hammock, P.E.
Vice President - San Antonio



Garrett R. Ward, Graduate Geologist
Geotechnical Project Manager

Attachments: UES Terms and Conditions

**GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM**

CLIENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

ATTENTION: _____ TELEPHONE: _____

EMAIL: _____ FAX: _____

*******REQUIRED INFORMATION******* (Must be completed in order to process)

ACCOUNTS PAYABLE CONTACT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____ TELEPHONE: _____

Land Owner's Name (if applicable): _____

Address: _____

City, St. Zip: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that they have full authority to bind the Client.

PROPOSAL ACCEPTED BY: _____

Signature

Title

Date

PRINTED NAME: _____

UES
GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

1.1 UES will provide to Client the professional services described under the Scope of Services (“Services”) in the Professional Services Agreement (“Agreement”) between UES and Client to which these General Conditions form a part.

1.2 UES shall provide revised or additional services, including changes to the Services necessary due to changed or unforeseen conditions, only in accordance with a written Addendum or Change Order (collectively, “Addendum”) to the Agreement agreed to by UES and Client, and only to the extent set forth in that Addendum. Either UES or Client may communicate in writing any requested changes in the nature and scope of the Project; in either case, the changes shall only be executed upon written approval of the Addendum by UES and Client.

1.3 Unless otherwise provided for in the Agreement, the Services will be provided on a standard work schedule of Monday through Friday 8:00 AM to 5:00 PM (excluding holidays), and samples will be analyzed on a standard five (5) to seven (7) business day laboratory turnaround time.

1.4 UES shall not be responsible for any delays, fees or costs associated with adverse or unusual weather conditions that prevent the Services from being safely conducted.

1.5 UES shall provide the personnel, equipment, Level D personal protective equipment (as defined by the Occupational Safety and Health Administration (“OSHA”), and other materials necessary to provide the Services. UES, at its sole discretion, may retain subcontractors or other third-parties to assist it in the provision of the Services.

1.6 Client will provide UES with written authorization to proceed with the Services and any associated fee (e.g., retainer) prior to UES initiating work on the Services.

1.7 The terms “Project” and “Site” are used interchangeably in these General Conditions refer to the land and/or construction project on which or to which UES is to provide Services under this Agreement.

1.8 UES shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party. UES also agrees not to be treated, or seek to be treated, as an employee of Client for any purpose, including for the purposes of fringe benefits provided by Client, or for disability income, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits and Federal income tax withholding at sources. UES hereby represents that UES has and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other government agencies, including withholding and all other taxes.

SECTION 2: PROFESSIONAL STANDARD OF CARE

2.1 UES will provide its services under this Agreement in a manner consistent with the level of professional care and skill ordinarily exercised by similar professionals practicing contemporaneously under similar conditions in the locality of the Project. NO OTHER WARRANTY CONCERNING THE SERVICES UES PROVIDES UNDER THE AGREEMENT OR ANY ADDENDUM, EXPRESS OR IMPLIED, IS MADE, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

2.2 Client understands that subsurface investigations may involve drilling, boring, excavating or sampling through varied subsurface soil and water strata which, consistent with the prevailing standard of professional care, may result in the unavoidable or inadvertent cross-mingling of soil and water and any Hazardous Substances or constituents contained in them, and that this risk cannot be eliminated despite the exercise of professional care. IF SUCH SUBSURFACE INVESTIGATIONS ARE PART OF THE SERVICES, CLIENT WAIVES ANY CLAIM AGAINST UES, AND SHALL INDEMNIFY, DEFEND, AND HOLD UES HARMLESS FROM ANY CLAIM OR LIABILITY FOR INJURY OR LOSS ARISING FROM CROSS-CONTAMINATION RELATED TO SUCH SUBSURFACE EXPLORATIONS INCLUDING, WITHOUT LIMITATION, ANY CLAIM OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

2.3 UES will take reasonable precautions to minimize damage to the Site, but it is understood by Client that, in the normal course of the provision of the Services, including sampling or drilling, some damage to or alteration of the Site is possible. The repair of such damage shall not be part of the Services unless explicitly specified in writing in the Agreement.

2.4 The Services provided by UES are not intended to be and shall not be construed as providing legal advice, and UES shall not be responsible for Client’s compliance with any applicable laws.

2.5 Client and Client’s personnel and contractors shall promptly inform UES of any actual or suspected defects in UES’s services, to help UES take those prompt and effective measures that in UES’s opinion will help minimize the consequences of any such defect. Client’s payment in full of the amount owed for services rendered shall be taken to mean that Client is satisfied with and has accepted UES’s services.

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

3.1 Client will grant or obtain at its expense lawful and safe access to the Site as needed for UES to perform the Services and will notify all affected persons and entities in writing of UES’s presence. The access shall be adequate to allow UES to conduct the Services, including bringing and storing equipment and tools on the Site and any necessary access to exterior and interior areas. UES shall not be responsible for any delays, fees or costs caused by delayed or restricted access that prevents or slows the delivery of the Services by UES.

3.2 If the Site is not owned or operated by Client or the Client does not otherwise have the authority to grant UES lawful access, Client shall be responsible for obtaining, at its own expense, an access agreement for the Site and shall provide UES a copy of such access agreement at least three business days in advance of the date contemplated for the first Site access related to the Project. UES reserves the right to delay, without penalty, any Site visit and the provision of Services under the Agreement if a site access agreement, in UES’ reasonable judgment and discretion, would impose conditions, liabilities or risks on UES in excess of those set forth in these General Conditions or the Agreement. IF THE SITE IS NOT OWNED BY CLIENT, CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS (“UES INDEMNITEES”) HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY’S FEES) ALLEGED BY THE SITE OWNER OR THE SITE OWNER’S EMPLOYEES, AGENTS, CONTRACTORS OR OTHER PERSONS OR ENTITIES ARISING FROM UES’S PERFORMANCE OF SERVICES UNDER THE AGREEMENT AT SUCH SITE INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.3 Unless otherwise expressly provided for in the Agreement, Client will be responsible for communicating and coordinating with the Site owner(s) with respect to access necessary to the provision of the Services, including security procedures, opening gates, providing access to buildings, avoiding conflicts between provision of the Services and any commercial or manufacturing activities on the Site, and moving vehicles or other equipment that may interfere with the agreed upon Site activities and the Site access necessary to conduct such activities, including opening gates to allow equipment to gain access to proposed work areas, areas to store necessary equipment, as well as access to the interiors of any onsite buildings.

3.4 Client shall be responsible for the safety of the Site where the Project is conducted and for providing a safe environment for UES to provide the Services. UES shall be responsible for the safe and compliant conduct of its personnel at the Site and shall also comply with the reasonable and

lawful work rules for the Site. As required by applicable laws, UES will prepare a site-specific Health and Safety Plan (HASP) applicable to its personnel for the Services provided at the Site. UES shall not be responsible for the safety of other personnel at the Site, nor shall it be responsible for ensuring that the Site complies with environmental, health and safety laws, or reporting any unsafe conduct or non-compliance that it may observe. If UES encounters conditions at the Site that are unsafe for its personnel, it reserves the right at its sole discretion to suspend or halt work until such conditions are cured. UES shall not be responsible for any fees, costs or damages associated with any safety-related delays. Unless otherwise provided for in the Agreement, UES shall not work in conditions that require personal protective equipment beyond that classified as Level D by OSHA.

3.5 Client shall inform UES of any reporting or other requirements imposed by any third parties, such as federal, state, or local entities with respect to environmental matters relevant to the Services. Client shall assume responsibility to provide any required notice to any third party, and it shall secure the necessary permits or permissions from any third parties (including governmental authorities) required for UES's provision of the Services. If included in the Agreement, Client may authorize UES to obtain certain permits on Client's behalf, in which case Client shall be responsible for any fees or expenses incurred by UES with respect to obtaining such permits.

3.6 Client shall provide UES with all necessary information to perform its services, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, environmental and hydrogeological investigations and studies, other designs, documents, and any other existing environmental information about the Site. Client assumes all liability for information not provided to UES that could affect the quality or sufficiency of the Services UES provides. If UES encounters undisclosed or unforeseen conditions that may cause material delays or an increase in fees or costs, UES shall inform Client and any changes in schedule, fees or costs shall be addressed in an Addendum. UES shall not be responsible for any delays, fees or costs caused by undisclosed or unforeseen conditions.

3.7 Client is responsible for accurately identifying to UES in writing the existence and location of all subterranean structures and utilities on or affecting the Site (including the type and location of utility lines) and the services to be provided by UES. UES will take reasonable precautions to avoid affecting subterranean structures and utilities disclosed to it in writing by Client. If included in the Agreement, Client may authorize UES to conduct applicable public utility identification and clearance requirements on behalf of Client. CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FOR ANY CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES ARISING FROM DAMAGE DONE TO ANY SUBTERRANEAN STRUCTURES OR UTILITIES, OR FOR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM ANY SUCH STRUCTURES OR UTILITIES, THAT ARE NOT ACCURATELY IDENTIFIED AND LOCATED IN WRITING AND DISCLOSED TO UES BY CLIENT BEFORE UES COMMENCES ITS WORK INCLUDING, WITHOUT LIMITATION, ANY CLAIM, LOSS, DAMAGE OR LIABILITY ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

3.8 Unless otherwise stated in the Agreement, any soil or groundwater monitoring activities that are included in the Services are based on the assumption that soil borings and monitoring wells can be installed using standard truck-mounted drilling equipment, the locations are accessible to such equipment, and that surface conditions at each location consists of non-reinforced asphalt or concrete not exceeding six (6) inches in thickness and no concrete or asphalt cutting will be required. If UES encounters materially different conditions at the Site, UES shall inform Client and an Addendum shall be agreed to that addresses any changes in schedule, fees or costs associated with the changed conditions.

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

4.1 Client represents it has informed UES of all known or suspected Hazardous Substances on, under or near the Site of which it is aware, and that it has provided UES with all studies, reports, investigations, or similar documents in its possession about the environmental conditions at the Site, including any documents and correspondence involving Federal, State or local environmental, health or safety regulatory notifications.

4.2 For purposes of the Agreement and these General Conditions, the term "Hazardous Substances" includes materials defined or regulated as hazardous substances, hazardous materials, hazardous wastes, hazardous constituents, solid wastes, pollutants, or toxic substances under any Federal, State or local environmental, health, safety or natural resources law, statute, regulation or ordinance, including but not limited to petroleum products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, and any other material or substance listed or identified by the United States Environmental Protection Agency or any similar State or local agency as presenting a potential danger to health, safety or the environment.

4.3 Except to the extent required by law, UES shall not be responsible for making any disclosures to governmental agencies or the Site owner regarding the presence or release of Hazardous Substances on, under, from or around a Site.

4.4 [FOR INVESTIGATION / REMEDIATION PROJECTS] The discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. In the event of the discovery of Hazardous Substances or other environmental conditions not contemplated within the Services, Client agrees to compensate UES for all expenses incurred or caused by the discovery, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

[FOR GEOTECH PROJECTS ONLY] Client agrees that the discovery of Hazardous Substances or other environmental conditions on, under or near the Site not contemplated within the Services may constitute a changed condition, necessitating an Addendum or Change Order. Although unlikely, Client acknowledges that such a discovery may make it necessary for UES to take immediate measures to protect the health and safety of its employees and other persons, or to arrange for others to do so, including and up to delaying or terminating work. Client agrees to compensate UES for all expenses incurred or caused by the discovery of unanticipated Hazardous Substances or environmental conditions encountered at the Site, including but not limited to those related to worker protection and exposure, emergency response actions and equipment decontamination.

4.5 [FOR INVESTIGATION / REMEDIATION PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. UES shall not be required to sign or certify a waste manifest, disposal ticket, or similar document relating to the transportation or disposal of wastes or Hazardous Substances. UES may serve as Agent for Client if requested under a separate agreement and authorization. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances and shall not be so identified on any document.

[FOR GEOTECH PROJECTS] All substances on, in, or under Client's site, or obtained from Client's site as samples or as byproducts of the sampling process, shall be Client's property. Unless otherwise expressly specified in the Agreement or the Services, the characterization, management and disposition of substances, including Hazardous Substances, generated during the Services (including, but not limited to, wastes, samples, produced soils or fluids, cuttings, or protective gear or equipment, etc.) is the sole responsibility of Client. Client shall be considered the "generator" of any hazardous or other wastes, as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. and agrees that it shall assume all duties as "generator" of any waste material associated with the Services. Further, Client agrees that UES is not and shall not be identified as a generator, storer, treater, transporter, arranger, or disposer of wastes or Hazardous Substances on any document. Unless specifically provided for in the Agreement, UES shall not have any responsibilities with respect to the storage or preservation of samples, and Client agrees that UES is not responsible or liable to Client for any loss of samples that are shipped to a testing facility or retained in storage.

4.6 UES shall not have custody of any monitoring wells or permanent sampling locations installed as part of the Project, and shall not be responsible for proper maintenance, repair, or closure of such wells, unless otherwise provided for in the Agreement.

4.7 CLIENT AGREES TO DEFEND, INDEMNIFY, RELEASE, AND HOLD UES INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES (INCLUDING ATTORNEY'S FEES AND CONSULTANTS' FEES, COSTS OF DELAY OF THE SERVICES, AND ANY COSTS ASSOCIATED WITH POSSIBLE REDUCTION TO THE VALUE OF THE PROJECT OR THE SITE IN WHICH IT IS SITUATED) ARISING FROM (I) UES' DISCOVERY OF OR ITS EMPLOYEES' OR SUBCONTRACTORS' EXPOSURE TO HAZARDOUS SUBSTANCES OR SUSPECTED SUBSTANCES RELATED TO THE SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (II) ANY DISCLOSURES UES IS REQUIRED TO MAKE BY LAW REGARDING HAZARDOUS SUBSTANCES OR ENVIRONMENTAL CONDITIONS AT A SITE; (III) ANY CLAIMS MADE ALLEGING THAT (A) UES IS AN OWNER OR OPERATOR OF THE SITE AT WHICH THE SERVICES ARE RENDERED; (B) UES IS THE GENERATOR, STORER OR TREATER OF HAZARDOUS SUBSTANCES AT SUCH SITE; OR (C) THAT UES ARRANGED FOR THE TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS SUBSTANCES FROM THE SITE; (IV) ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION, ORDER, DECREE OR ORDINANCE RELATED TO HAZARDOUS SUBSTANCES; OR (V) ANY CLAIMS MADE BY THIRD-PARTIES WITH RESPECT TO ALLEGED EXPOSURES TO OR DAMAGES CAUSED BY HAZARDOUS SUBSTANCES AT OR FROM THE SITE OR DURING OR RELATED TO ANY PROJECT OR THE PROVISION OF SERVICES, TO THE EXTENT CAUSED BY CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 5: BILLING AND PAYMENT

5.1 UES will submit invoices to Client in accordance with the Agreement for the specific Project. If the Agreement includes a retainer, the retainer must be received by UES before it will initiate work on the Project.

5.2 Payment will be due 30 days after presentation of invoice. Client will pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on all past due invoices. If UES incurs any expenses to collect overdue invoices, Client will also be liable for all sums incurred for reasonable attorneys' fees, expert witness fees, time of UES's employees, expenses and court costs, and interest.

5.3 Client agrees that UES may refuse to release to Client any reports, findings, data and other work product until it has been paid in full for services rendered. UES reserves, and does not waive, any lien rights it may have for unpaid professional services. Client agrees that all reports and other work furnished to Client or its agents that Client has not timely paid for will be returned upon demand and will not be used by the Client for any purpose.

5.4 UES shall have no obligation under this Agreement or any Addendum to provide expert consultant or expert witness services in litigation, arbitration, or any other dispute resolution proceeding, to produce its work product in discovery, to undertake any further investigation or analysis or prepare a report in connection with any such proceeding, or to make available for testimony its current or former employees or consultants. The Parties will execute a new agreement for any such services. In the absence of a new executed agreement for such services, Client will pay UES 150% of its prevailing rates and expenses for the time spent by UES employees and costs incurred on any such additional tasks.

5.5 Services provided at the Client's request outside normal business hours will be performed for an additional fee to be negotiated and reflected in the Agreement or an executed Addendum, or, if no such fee is negotiated, at 150% of UES standard rates.

5.6 Reimbursable expenses, those outside of the scope of the proposed services, are charged to the Client at cost plus fifteen (15) percent and include the following items:

- (i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.
- (ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.
- (iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

5.7 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure events such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional costs (reflecting a change in scope) beyond that outlined in the proposed Agreement. UES shall have the right to increase its compensation payable by the Client to UES in the event that UES must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided UES gives the Client fifteen (15) days prior notice as to the cause for escalation and the additional amounts involved.

5.8 The fees and charges reflected in UES's proposal for services are exclusive of any sales, use, personal property, value added and goods/services taxes. Where applicable, such taxes shall appear as a separate item on UES's invoice and Client shall be liable for the payment of such taxes to UES. Notwithstanding the foregoing, Client shall not be responsible for any foreign, federal, state or local taxes based on UES's net income or receipts, or such other taxes based on UES doing business in any particular jurisdiction.

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES during the provision of the Services, are instruments of service, and shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. UES shall retain sole and exclusive ownership of all ideas, concepts, theories, improvements, designs, original works of authorship, formulas, processes, models, software, algorithms, inventions, know-how, techniques, compositions of matter and any other information owned by UES prior to the date of this Agreement or created or modified by UES during the provision of the Services.

6.2 UES will retain final reports generated as part of the Services for a period of at least five years following submission of such reports or completion of the Services, whichever is later. UES will make those records available to the Client in a reasonable time and manner, subject to payment of a reasonable fee for the time of UES employees to assemble and transmit those documents.

6.3 The Services and all deliverables provided as part of the Services (including but not limited to reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES), are prepared for the sole and exclusive use of Client, and Client is the only entity to which UES owes any duty, in contract or tort, pursuant to any law or under this Agreement. Any information or deliverables generated by UES during the provision of the Services may not be given or disclosed to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Such written consent may take the form of a "reliance letter" which must be agreed to by such other person or entity to whom the Services and Deliverables may be disclosed, and for which a separate fee will be charged. UES shall be entitled to injunctive relief preventing/prohibiting any disclosure, reliance or attribution prohibited hereunder, and Client shall release, indemnify, defend, and hold harmless UES from any losses (including attorney's fees) arising from or related to such unauthorized disclosure, attribution or reliance.

6.4 Each party may disclose to the other party certain information that it considers to be confidential ("Confidential Information") provided such information is disclosed in writing and clearly marked or, if orally disclosed, promptly thereafter reduced to writing and clearly marked "Confidential." In no event shall Confidential Information include information that: (a) is or becomes publicly available other than through a breach of the Agreement; (b) is

known to the party receiving such information prior to disclosure or is independently developed by such party subsequent to such disclosure without reference to Confidential Information provided hereunder; or (c) is subsequently lawfully obtained by the party receiving such information from a third party without obligations of confidentiality. Each party agrees that it (a) will not disclose or divulge the other party's Confidential Information to any person, (b) will not use the other party's Confidential Information for its own benefit or the benefit of others, (c) will employ at least the same degree of care in protecting Confidential Information as it employs in protecting its own confidential information, and (d) will, upon termination of the Agreement, or at any time at the request of the other party, return to the other party or destroy all copies of the other party's Confidential Information. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information to its employees, subcontractors and authorized agents who have a need to know such confidential information to fulfill its obligations under this Agreement. In the event a party receives a subpoena or other validly issued administrative or judicial process requesting the disclosure of the other party's Confidential Information, such party will promptly notify the other party and tender to it the defense of such demand and will cooperate (at the other party's expense) with the defense of such demand. Unless the demand shall have been timely quashed or extended, the party receiving the demand shall thereafter be entitled to comply with such demand when and to the extent required by law.

SECTION 7: RISK ALLOCATION

7.1 CLIENT AGREES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THAT THE AGGREGATE LIABILITY OF UES FOR ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, SHALL NOT EXCEED THE GREATER OF \$50,000.00 OR THE FEE ACTUALLY PAID BY CLIENT TO UES FOR THE SERVICES. IN CONSIDERATION FOR PAYMENT BY THE CLIENT OF AN ADDITIONAL SUM OF \$1,000, UES AGREES THAT ITS AGGREGATE LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, COSTS, AND DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES AND EXPERT WITNESS FEES AND EXPENSES, ARISING FROM SERVICES PROVIDED UNDER THIS AGREEMENT AND ANY ADDENDUM THERETO SHALL BE THE GREATER OF \$50,000 OR UP TO \$1,000,000 IN COVERAGE BY ITS PROFESSIONAL LIABILITY POLICY (INCLUDING ANY DEDUCTIBLE OR SELF INSURED RETENTION). The terms "claim" or "claims" mean any claim in contract, tort, or statute alleging errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligence, negligent misrepresentation, and any other basis giving rise to liability in law or equity.

7.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THE AGREEMENT OR ANY ADDENDUM, UES SHALL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO REDUCTION IN VALUE OF REAL PROPERTY, PENALTIES ASSOCIATED WITH NON-COMPLIANCE WITH LAW, LOST PROFITS, LOSS OF USE, FINANCING COSTS AND LOST SAVINGS) INCURRED BY CLIENT. ITS EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS OR SUBCONTRACTORS.

7.3 Client agrees that it will not seek damages in excess of this contractually agreed-upon limitation against any other person or entity who may in turn join UES as a third-party defendant for such damages, or where such person or entity may seek recovery from UES in a separate proceeding. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD UES INDEMNITEES HARMLESS FOR ANY SUCH DAMAGES (INCLUDING ATTORNEY'S FEES) AWARDED TO ANY OTHER PERSON OR ENTITY AS A RESULT OF ANY LITIGATION, ARBITRATION OR OTHER DISPUTE RESOLUTION PROCEEDING COMMENCED BY CLIENT AGAINST ANY SUCH PERSON OR ENTITY FOR DAMAGES FOR WHICH UES MAY BE IN WHOLE OR PART BE HELD LIABLE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

SECTION 8: INSURANCE

8.1 UES represents it has Worker's Compensation insurance in force, that is has commercial general liability coverage in the amount of \$1,000,000.00 and has professional liability insurance in the amount of \$1,000,000.00.

8.2 Client shall maintain such insurance as is necessary to fully underwrite Client's defense and indemnity obligations set forth herein, and shall, upon request by UES, provide proof to UES to verify such insurance.

SECTION 9: INDEMNITY

9.1 IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISION IN THESE GENERAL CONDITIONS, CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, TO RELEASE, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO UES), INDEMNIFY, AND HOLD UES, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES AND SUCCESSORS ("UES INDEMNITEES") HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES (INCLUDING ATTORNEY'S FEES) OR LIABILITIES FROM OR BY ANY PERSON OR ENTITY ARISING FROM (1) ACTS OR OMISSIONS BY CLIENT, CLIENT'S AGENTS, STAFF, AND OTHERS EMPLOYED BY OR CONTRACTED TO CLIENT, INCLUDING ARCHITECTS, ENGINEERS, CONTRACTORS, SUBCONTRACTORS, AND CONSULTANTS, WHETHER OR NOT UES IS RESPONSIBLE IN WHOLE OR IN PART FOR THE ACTS OR OMISSIONS FOR WHICH CLIENT IS INDEMNIFYING UES AND (2) THE PROVISION OF THE SERVICES BY UES EXCEPT TO THE EXTENT CAUSED BY UES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUCH EXCEPTION SUBJECT TO THE LIMITS SET FORTH IN SECTION 7. FOR THE AVOIDANCE OF DOUBT, CLIENT'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 9.1 INCLUDE, WITHOUT LIMITATION, INDEMNIFICATION FOR ANY CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING IN WHOLE OR IN PART FROM THE ACTIONS OR INACTIONS OF UES.

9.2 UES AGREES TO INDEMNIFY, AND HOLD CLIENT HARMLESS FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITIES ARISING TO THE EXTENT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UES IN THE PROVISION OF THE SERVICES, SUBJECT TO THE LIMITS SET FORTH IN SECTION 7.

9.3 To the extent either party's damages are covered by available insurance, Client and UES waive all rights of subrogation against each other and against the contractors, subcontractors, consultants, agents, and employees of the other, except such rights as they may have to the proceeds of such insurance.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement or any Addendum shall be decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, UES shall not be required to arbitrate any legal and/or equitable claims (including statutory and equitable liens) for collection of monies due. The successful party in any such action will be entitled to recover its reasonable attorneys' fees, expert witness fees, and other claim-related expenses and court costs incurred, and also the time value at prevailing rates of its employees reasonably incurred in prosecuting or defending the claims, with any claims against UES subject to the limitations in Section 7.

10.2 Notwithstanding the foregoing, all claims, including for negligence or any other cause whatsoever that the Client has or claims to have against UES, shall be deemed waived unless (i) Client notifies UES of the claim or claims within thirty (30) days of discovery thereof, and (ii) if the Client contends that a claim exists against UES for negligence or another violation of a standard of care owed by UES, Client has first provided UES with a written certification executed by an independent design professional currently practicing in the same discipline as UES. The certification shall: a) identify the name of the professional; b) specify each and every act or omission that the certifier contends is a violation of the standard of care identified in the Proposal

Agreement; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to UES not less than thirty (30) calendar days prior to the institution of any arbitration or judicial proceeding.

10.3 NOTWITHSTANDING THE FOREGOING, UES SHALL HAVE NO LIABILITY FOR ANY CLAIM DISCOVERED BY CLIENT MORE THAN ONE YEAR AFTER DELIVERY OF THE LAST ISSUED REPORT BY UES FOR THE SERVICES DESCRIBED IN THE PROPOSAL AGREEMENT.

SECTION 11: TERMINATION

11.1 This Agreement may be terminated by either party for cause upon seven (7) days written notice and opportunity to cure in the event of a material breach by the other party, or in the case of a force majeure event such as terrorism, act of war, riot, insurrection, strike, declared public health emergency, flood, unusual weather condition, or act of God that continues or affects the Site for more than seven (7) calendar days. Such termination shall not be effective if such material breach or force majeure event has been remedied before expiration of the period specified in the written notice. In the event of any termination, UES shall be paid for Services (including any related costs and expenses) performed up to the termination notice date plus reasonable termination expenses.

11.2 UES and Client may terminate this Agreement at any time by mutual written consent.

11.3 In the event of termination or a suspension for more than three months of the Project for which these Services are to be provided, UES may in its sole discretion complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs incurred by UES in completing such analyses, records, and reports.

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

12.1 If the Services include oversight, monitoring or observation of work being conducted by third parties (other than UES subcontractors), such services shall be conducted solely to determine that the work being overseen, monitored, or observed is in general conformity to the contractual requirements between Client and such third parties. Client shall have sole responsibility and authority to reject, suspend or stop the work of such third parties, or modify or terminate any agreement between Client and such third parties.

12.2 UES shall not have the responsibility or authority to stop, suspend, or modify the work of such third parties, and does not guarantee that work it inspects conforms in all respects to the design, or to applicable laws, statutes, regulations, rules or codes, and it shall have no liability for design or construction defects, or the failure of Client's designers or contractors to comply with their contractual obligations.

12.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety or environmental conditions or compliance at the Project Site. Client acknowledges that Client or its contractor is solely responsible for Project jobsite safety and compliance with environmental, health and safety laws.

12.4 Client is responsible for scheduling all inspections and construction materials testing ("CMT") activities of UES. UES will not be responsible for tests and inspections that it does not perform due to Client's failure to timely schedule work.

12.5 Client shall at the time of execution of the Agreement provide UES with a proposed schedule for tests and inspections UES shall perform. Client will give reasonable notice of all changes to that schedule. UES shall not be required to conduct any tests or inspections on less than 72 hours written notice, nor after normal business hours or on weekends or holidays.

SECTION 13: SOLICITATION OF EMPLOYEES

Client agrees that during the term of the Agreement, and for a period of one (1) year after the last date on which UES has provided services hereunder, Client shall not, directly or indirectly, solicit or attempt to solicit for employment, or contract directly or indirectly with, any employee of UES except as authorized in writing by UES. Client agrees that its breach of this Section shall cause UES irreparable harm, and that UES may, in addition to recovering any provable damages, enforce this obligation by injunction.

SECTION 14: NO ASSIGNMENT

Neither Client nor UES may delegate, assign or transfer its rights or obligations under the Agreement for any reason without the written consent of the other party. For avoidance of doubt, this provision does not affect UES' right, at its sole discretion, to use contractors or subcontractors in the performance and delivery of the Services.

SECTION 15: GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws provisions of the State of Texas to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

15.2 If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities provided for will survive termination of this Agreement for the period of all applicable statutes of limitations to which they relate.

15.3 **WITH RESPECT TO CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THESE TERMS AND CONDITIONS COMPLY WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REQUIRING ONE PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY.**

SECTION 16: INTEGRATED AGREEMENT

16.1 This Agreement, and any Addendum represent and contain the entire and only agreement and understanding among the parties with respect to the subject matter of their subject matter, and they supersede all prior or contemporaneous oral and written agreements, understandings, representations, inducements, promises, communications, and conditions between the parties. No agreement, understanding, representation, inducement, promise, or condition with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

16.2 In the event any provision of the Agreement or these General Conditions shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

SECTION 17: NO AMENDMENT

17.1 The Agreement, including these General Conditions, may not be amended, or modified except by a writing signed by both parties.

17.2 Failure by either party at any time to enforce any obligation by the other party, to claim a breach of any term of the Agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under the Agreement, will not affect any subsequent breach, and will not prejudice either party as regards any subsequent action.

SECTION 18: WAIVER OF JURY TRIAL

Both Client and UES waive trial by jury in any action arising out of or related to the Agreement, and any Addendum to the Agreement.

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

To the extent that a statute of limitations for any cause of action against UES arising from this Agreement or any Addendum can be modified contractually in accordance with law, and the relevant statute of limitations for any claim arising of or relating to any this Agreement or any Addendum, or the services provided by UES thereunder, is greater than two (2) years, the relevant statute of limitations shall be two (2) years from the date UES last provided services thereunder. The parties agree that this provision is material to the decision of UES to enter into this agreement, that it is a reasonable measure to allocate and insure against risk, and that it does not violate public policy. This section shall not be construed as an agreement to increase the statute of limitations for any causes of action that are otherwise barred by law.

SECTION 20: HEADINGS

The headings in these General Conditions are for reference only and are not intended to form part of the contract between the Parties.

REVISED: 3/7/24



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

SUBJECT: 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. (Hornes)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 4, 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 D - Downtown Revitalization

Guiding Principle N/A

Action Item D2.7 - Consider funding a Downtown heritage center

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.

City Council approved staff to approach EIC at the April 23rd meeting,

EIC to consider calling a public hearing at the May 20th meeting (this meeting),

EIC holding the public hearing at the June 17th meeting and

finally City Council ratifying the agreement between EIC and the City at the June 25th City Council meeting.

This will allow the City time to move forward with a design build amendment and Guaranteed Maximum Price (GMP) not long after ratification of the EIC/CC agreement.

RECOMMENDED ACTION:

Approve the funding application for Heart of the Hills Heritage Center for \$2,000,000.

ATTACHMENTS:

[*20240617_EIC_Funding_Application_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 ECONOMIC IMPROVEMENT
CORPORATION
CITY OF KERRVILLE, TEXAS**

SUBJECT: Funding application to the City of Kerrville, Texas Economic Improvement Corporation from James Avery Craftsman, Inc. for grant funding for the installation of a traffic signal on Highway 27, in an amount not to exceed \$140,000. (*Hornes*)

AGENDA DATE OF: June 17, 2024

DATE SUBMITTED: June 4, 2024

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$140,000.	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	E - Economic Development
Guiding Principle	N/A
Action Item	E4.2 - Explore opportunities to capitalize on existing businesses, such as Mooney, the Airport, and James Avery

SUMMARY STATEMENT:

James Avery's manufacturing facility on Highway 27, adjacent to the airport, has significant traffic issues a few times a day. When staff is beginning their day and ending their day an officer from KPD is hired by Avery to assist with traffic control. James Avery has approached TXDoT about installing a three-way traffic signal at their entrance. TXDoT has agreed to take on the maintenance of the light, once installed, but not fund the installation. TXDoT agreed to the installation based on a review of a traffic warrant analysis undertaken by engineers working with James Avery. Chapter 4C of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD) defines the requirements and criteria for the evaluation of an intersection for the installation and operation of a traffic control signal. It states that "an engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location." TXDoT looks at nine "warrants" for this justification. An intersection satisfying any one warrant could be considered eligible for a traffic light. Traffic Signal Warrant 3, also called "Peak Hour" looks at where traffic conditions are such that for a minimum one hour period, the minor street suffers undue delay when entering or crossing the major street. Engineers for James Avery conducted the study and found that Warrant 3 is satisfied for existing traffic volumes in the PM peak hour.

The projected cost of the installation is between \$300-350,000. James Avery is requesting funding assistance from the EIC for 40% of the cost, or \$140,000. The GO Team met on May 9th and agreed the request should move on to consideration from the full EIC board. EIC approved the funding agreement at the May 20 meeting, which moved it to consideration at a public hearing. Attached you will find James Avery's application, which includes the application itself, company overview, benefits offered and the traffic signal warrant analysis.

RECOMMENDED ACTION:

Hold the public hearing and consider funding application in an amount not to exceed \$140,000.

ATTACHMENTS:

[*20240617_EIC_Funding_Application_James_Avery_Craftsman_reduced.pdf*](#)



April 3, 2024

City of Kerrville Economic Improvement Corporation

701 Main Street

Kerrville, Texas 78028

Kerrville EIC,

We appreciate the opportunity to present this application to the Kerrville Economic Improvement Corporation (the "EIC"). James Avery Craftsman, Inc. (James Avery Artisan Jewelry® or "JAC") operates a multi-shift manufacturing workshop at 5235 TX-27, Kerrville, TX 78028 ("KCC"), near the Kerrville Airport. At ~53,000 sf, KCC is the largest facility of JAC with 449 Associates.

We are seeking the approval and partnership of the EIC on a project that we believe benefits the Quality of Life for the residents of Kerrville and Kerr County and improves local infrastructure by improving highway safety along TX State Highway 27 ("SH 27"). Installation of a three-way "T" traffic light at the entry/exit to KCC will provide a marked traffic intersection for traffic flow along SH 27, an orderly exit from KCC during the shift change each day, and eliminate off-duty, law enforcement assistance to exit presently. Community, law enforcement, and James Avery Associate safety are a paramount in this request.

Please let us know if there is any additional information or questions that you may have regarding this application. You may contact Paul Zipp at paul.zipp@jamesavery.com or by phone at 830-353-4782.

Thank you for your time and consideration.

A handwritten signature in black ink, appearing to read "Paul Zipp".

Paul Zipp

James Avery Craftsman, Inc.
President & COO

Enclosures

Part E- Payroll Impact

Within 12 months of Project Completion _____ Within 24 months of Project Completion _____

\$ _____
FTE X Avg. Wage X 40 hrs X 52 wks

\$ _____
PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI- OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?

No (x) Yes ()

Describe:

Discussions were held with TxDOT who have not budget for this project. While TxDOT has greenlighted the

project, TxDOT has done so anticipating that the Company will complete the work

and donate the complete project to TxDOT for ongoing operation/maintenance.

To the best of my knowledge, the above information is an accurate description of the proposed project details.

Paul Zipp

Printed name

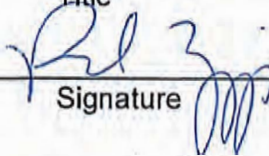
Date

4-3-24

President & COO

Title

Signature



**City of Kerrville Economic Improvement Corporation
4B Sales Tax Funding Request
Guidelines and Procedures**

Economic Improvement Corporation

Both the Economic Improvement Corporation Board of Directors (EIC) and the Kerrville City Council must approve expenditures of 4B funding. Before a project may be considered and awarded funds, the attached application must be completed and submitted to:

**City of Kerrville Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028
830.257.8000**

All actions of the EIC are subject to the Development Corporation Act of 1979, article 5190.6 Vernon's Civil Statutes, Section 4B. The EIC is a legal entity with statutory authority to spend economic development sales tax dollars. The Corporation is city-chartered and governed by a city-appointed board of directors. The EIC is a 4B Corporation and may fund "projects" focused on the creation of "primary jobs" and/or to provide an economic benefit to the City of Kerrville, as well as "Quality of Life" projects. Application approvals are subject to funding availability.

Types of Projects

The Economic Improvement Corporation will consider applications for:

1. **Direct contributions to business development;** projects should include support of retention, expansion, or recruitment, resulting in public economic benefit, and economic and demographic analyses used for policy development.
2. **Quality of Life projects;** projects which are owned by the City of Kerrville upon completion; or, where funding is requested for the construction of private (which includes non-profit) development projects, but only if the resulting facility is accessible or open to the public; both such Quality of Life projects indirectly result in economic benefits.
3. **Participation in Public Infrastructure;** necessary to facilitate private development, resulting in public economic benefit.

Guidelines and Procedures

Business Development and Participation in Public Infrastructure Projects

Application

The City of Kerrville will accept applications for projects at any time. Applications will not be considered until complete. Applicants must be available to present projects at an Economic Improvement Corporation board meeting. City owned improvements will be

included in the Capital Improvement Plan. Eligible projects can be projects within the city limits of Kerrville and within Kerr County. All projects outside the Kerrville city limits must have approval of the governing body in which the project is to be located. Applicants may be businesses, individuals, the City of Kerrville, Kerr County, or Kerr Economic Development Foundation.

"GO Team"

An executive team ("GO Team") will evaluate and recommend applications based on:

1. Compliance with legal requirements (with necessary assistance from the City Attorney)
2. Funding Availability
3. Consistency with the Comprehensive Plan, Capital Improvement Plan, Airport Master Plan and Parks Master Plan
4. Economic impact analysis results*, including a return on investment and the break-even point (as affected by the extent of developer participation), job creation impact, and impact on the tax base
5. Project status; for example, projects already under construction

The "Go Team" will consist of the City Manager, Special Projects Coordinator, and the Executive Director of the Kerrville Economic Development Corporation. Additional members of staff may be added to the "GO Team" where appropriate depending on the nature and location of the project.

Upon review of the application and support documents, the "GO Team" will make a recommendation to the Economic Improvement Corporation. The "GO Team" will then notify the applicant of the next available Economic Improvement Corporation board meeting for a project presentation.

The Economic Improvement Corporation may direct a public hearing to be scheduled and a funding agreement to be drafted. The EIC and the Kerrville City Council must both approve the funding agreement. Public infrastructure improvement projects will be placed in the Capital Improvements Plan, and when complete, the project is owned by the City of Kerrville.

Quality of Life Improvement Projects

Interested businesses, individuals, or non-profit groups are required to complete an application and provide appropriate documentation of the project. The initial response team will evaluate and recommend projects based on the following criteria:

1. Compliance with legal requirements (with necessary assistance from the City Attorney)
2. Funding Availability
3. Consistency with the Comprehensive Plan, Capital Improvement Plan, Airport Master Plan and Parks Master Plan

4. Direct or indirect economic benefit*
5. Project status; for example, projects already under construction

The Economic Improvement Corporation may direct a public hearing to be scheduled and a funding agreement to be drafted. The EIC and the Kerrville City Council must both approve the funding agreement. Public infrastructure improvement projects will be placed in the Capital Improvements Plan, and when complete, the project is owned by the City of Kerrville unless such Quality of Life project is a publicly available private project which provides access or services on a non-discriminatory basis.

The Economic Improvement Corporation's annual budget is presented to the EIC members during July each year. Upon review and approval, the EIC recommends the budget to city council for approval in September.

The City of Kerrville Economic Improvement Corporation meets monthly at the Kerrville City Hall, Council Chambers, 701 Main Street, Kerrville, Texas.

For additional information visit the City's website at www.kerrvilletx.gov or call 830.257.8000.

*Specific criteria for the economic impact analysis may be described in a separate economic development incentive policy.

**APPLICATION FOR 4B SALES TAX FUNDS
CITY OF KERRVILLE
ECONOMIC IMPROVEMENT CORPORATION**

Both the Economic Improvement Corporation Board of Directors (EIC) and the Kerrville City Council must approve all expenditures of 4B funding. Before a project may be considered and awarded any funds, the attached application must be completed and submitted to:

**City of Kerrville Economic Improvement Corporation
701 Main Street
Kerrville, Texas 78028
830.257.8000**

All actions of the EIC are subject to the Development Corporation Act of 1979, article 5190.6 Vernon's Civil Statutes, Section 4B. The EIC is a legal entity with statutory authority to spend economic development sales tax dollars. The Corporation is city-chartered and governed by a city-appointed board of directors. The EIC is a 4B Corporation and may fund "projects" focused on the creation of "primary jobs" and/or to provide an economic benefit to the City of Kerrville, as well as "Quality of Life" projects. Application approvals are subject to funding availability.

**APPLICATION
SECTION 1 - DEFINITIONS**

Clawback- That provision in a Funding Agreement, which states how and to what extent any incentive payments from public funds must be repaid if the stated Performance Standards are not met.

Current Payroll- The company's total expenditure for all employees for the month immediately preceding this application multiplied by 12.

Employee Benefit- Incentives offered to employees and paid for by the employer such as health care coverage, vacation, etc. If an employee pays 30% of the cost, or more, it should not be considered a "benefit" for purposes of this application.

Full Time Job- The employment of a person for a minimum of 35 hours per week and offering that person all those benefits adopted by company policy for Full Time Employees. Major stockholders or immediate family members should not be included in this number when considering "New Full-Time Jobs Created."

Hourly Wage- The gross amount paid to the employee for each hour worked not including the Employer's portion of FICA or FWH. Benefits should not be included in this figure, but should be listed separately under the compensation per employee section of the application.

Part-Time Job- A person working less than 35 hours per week. Major stockholders or immediate family members should not be included in this category when completing the application under New Part-Time Jobs Created.

Funding Agreement- a written document designed to protect the interest of local taxpayers by putting a businesses' job creation or capital investment commitments in writing and by linking the payment of any financial incentive to the business fulfilling its written commitments (i.e. clawbacks).

Public Capital Project- Improvements owned and maintained by the City of Kerrville included in the Capital Improvement Plan and funded by the capital budget.

SECTION II - APPLICANT INFORMATION

Submittal Date: 04 / 03 / 24

Company Name: James Avery Craftsman, Inc.

Address (City/State): 145 Avery Rd. Phone 830-353-4782

Fax 830-353-4403

<u>Kerrville</u>	<u>TX</u>	<u>78028</u>
City	State	Zip Code

Name of Company Contact on this project:

Mike VanBooven (Director of Operations) and Tom Pogue (VP Manufacturing)

Contact Address (if different from above):

Mike VanBooven 830-353-5343 & Tom Pogue 830-353-4992

Phone _____

Fax _____

City	State	Zip Code
------	-------	----------

Type of Business Structure: Corporation ☒ Partnership ☐ Sole Proprietorship ☐

Year Business Started: Year 1954 Location Kerrville, TX

Current Employment: Permanent Full-Time 1,674 Permanent Part-Time 1,631

Average Production Wage \$19.98

Full-Time Employees receive the following benefits:

See James Avery Craftsman, Inc. Benefit Eligibility Grid FY25 & 2024 James Avery Benefit Guide

Financial Information: Five Years Annual Financials Attached ☒

Include: Statement of profit and loss; Balance sheet; Cash Flow Statement; IRS reporting forms, Pro forma

Annual Sales for Corporation / Company \$ 446,300,000

This Facility \$ N/A

Local Sales Tax paid Annually \$ 1,120,000

Current Payroll \$ 126,300,000

Has the Company ever filed for bankruptcy protection under Chapter 7 or Chapter 11 of the Bankruptcy Statutes? No (☒) Yes () Details:

SECTION III- PROJECT INFORMATION

This application is for a:

Business Development ()

- Expansion of Existing Facility () or
- New Construction ()
- Other ()

Quality of Life Improvement (☒)

- Parks, Open Space ()
- Other (☒) *Safety of roadways, reduced traffic congestion, and reduced commute*

Capital Improvements for Public Infrastructure

- Utilities ()
- Roadways (☒) *Safety of roadways, reduced traffic congestion, and reduced commute*
- Other ()

The proposed improvements are to be located within the following taxing district(s): City of Kerrville (☒) Kerr County (☒) Kerrville ISD () Ingram ISD () Center Point ISD (☒)

SECTION IV - PROJECT DESCRIPTION

Please attach a statement on company letterhead and signed by an officer of the company (1) fully explaining the nature and scope of the project; (2) describing the proposed site and existing improvements, if any; (3) describing all proposed improvements; and (4) providing a list of eligible improvements; (5) provide a list of major, fixed equipment along with manufacturer specifications and cost quote from the manufacturer.

Should this project be approved, the Economic Improvement Corporation may require performance criteria as a part of the funding agreement, in addition to this application. The funding agreement is between the Economic Improvement Corporation and the City

of Kerrville. Said funding agreement will outline project costs, timelines, other information may be necessary to carry out the project in an efficient manner.

SECTION V – ECONOMIC IMPACT INFORMATION

Part A- Project Investment in Improvements

Total	\$ 300,000-350,000
Sq. Footage of New Building (s)	N/A
Size of Parking	N/A
Other	Three-way Traffic Signal

James Avery is seeking to share the cost of the Project with EIC support on a 60/40 split of cost.

Part B- Project Investment in Fixed Equipment

(New)\$ \$342,000-392,000 - Engineering Fee for Design, Permitting, Construction (\$42,000 not included above)
Manufacturer of Equipment TBD- Local contractor preferred; working with TxDOT to evaluate Requirements for Contractors
Anticipated Useful Life of Equipment 25+ Years
Purchase Price \$ 180,000-210,000 Installation Cost \$ 120,000-140,000
Anticipated Delivery time from Date of Order 10 months from start of Design
to construction completion

Part C- Permanent Employment Estimates- (do not include owners, stockholders or their dependents)

Anticipated Number of New Full-Time Employees as a result of this project _____
Anticipated Number within 12 months of Completion of this project _____
Anticipated Number within 24 months of Completion of this project _____
Typical Job Descriptions or Job Titles _____

Anticipated starting salaries of these employees: (avg.) \$ _____ /hour

Part D- Permanent Part-Time Employment Estimates- (do not include owners, stockholders or their dependents)

Anticipated Number of New Part-Time Employees as a result of this project _____
Anticipated Number within 12 months of Completion of this project _____
Anticipated Number within 24 months of Completion of this project _____
Typical Job Descriptions or Job Titles of these employees: _____

Anticipated starting salaries of these employees: (avg.) \$ _____ / hour

Part E- Payroll Impact

Within 12 months of Project Completion _____ Within 24 months of Project Completion _____

\$ _____
FTE X Avg. Wage X 40 hrs X 52 wks

\$ _____
PTE X Avg. Wage X 20 hrs X 52 wks

SECTION VI- OTHER ASSISTANCE

Has the Company applied for any State or Federal assistance on this project?

No (x) Yes ()

Describe:

Discussions were held with TxDOT who have not budget for this project. While TxDOT has green-lighted the

project, TxDOT has done so anticipating that the Company will complete the work

and donate the complete project to TxDOT for ongoing operation/maintenance.

To the best of my knowledge, the above information is an accurate description of the proposed project details.

Paul Zipp

Printed name

Date _____

President & COO

Title

Signature

COMPANY OVERVIEW

History of Operations

Established in 1954 in Kerrville TX JAC has grown over the last seventy years from a one-man endeavor in a garage, into a team of over 3,000 employees. JAC is headquartered in Kerrville and is vertically integrated, meaning the company designs, manufacturers, and markets its own products. Designs for JAC jewelry originate in the corporate design studio, are produced by artisans in the company's five manufacturing workshops located throughout Texas, and are sold through over 125 JAC retail stores (mostly in TX), www.jamesavery.com, and almost 300 wholesale outlets in the U.S.



JAC is a privately held family business offering a unique proprietary product line that is primarily focused on occasion, meaning, and connection. James Avery Artisan Jewelry® is widely recognized for its traditional and faith-inspired collections, contemporary new designs, and its extensive offering of keepsake charms. James Avery Artisan Jewelry® has a diverse selection of charms, bracelets, earrings, necklaces, pendants, and rings crafted in sterling silver, 14K gold, bronze, and gemstones for women and men of all ages.

To learn more about James Avery Artisan Jewelry® visit: [James Avery – About Us](#).

OUR MISSION

To celebrate life through the beauty of design.

OUR STORY

During the summer of 1954, James Avery started his jewelry business in a two-car garage in Kerrville, Texas with only \$250 in his pocket. He built a small workbench and purchased a few hand tools along with scraps of silver and copper. He did everything himself—all of the designing, sawing, polishing, finishing, and selling.

"Ideas, hard work, and prayer were the rule of the day." — James Avery



A humble beginning, the garage where James Avery started his business.



James Avery with his first employee, Fred Garcia (left).

Word spread and people found their way to the craftsman in the Texas Hill Country. Everyone who came to see him was greeted personally and with cordial gratitude. It was in this setting that strong and lasting customer bonds developed, the same ones on which the company would grow and build upon over the next seven decades.

In 1957, James Avery hired his first employee, Fred Garcia. That same year, the first Christian jewelry catalog was mailed featuring 39 handmade items over 16 pages. In 1965, the company incorporated as James Avery Craftsman, Inc. . Two years later, with the help of a modest bank loan, construction for the corporate headquarters began on 20 acres of land, just two blocks from the original garage.



A craftsman in the early years



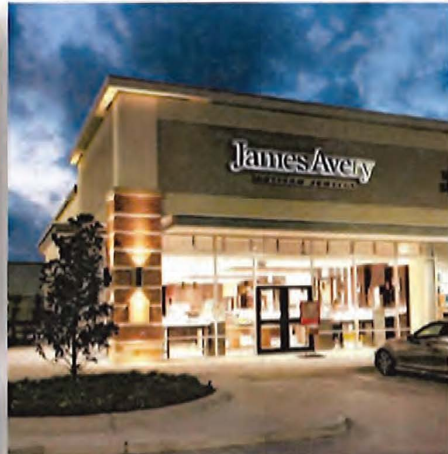
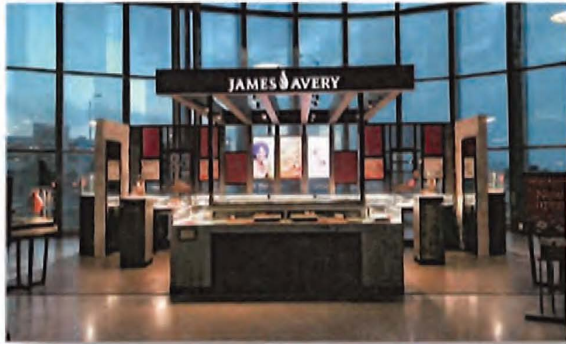
James Avery with his sons Paul (left) and Chris (right)

James Avery officially stepped down as CEO in 2007 - 53 years after he founded the company, passing the reins to his sons Chris and Paul. Paul retired in 2015 and Chris followed in September 2019, remaining as Chairman, and passing the role of CEO to the first non-Avery family member in its history, John McCullough. Representing the third Avery generation, Paul's oldest daughter, Lindsey Togniotti, is the Director of Customer Service and Brand Marketing.

One man's dream has ignited the passion of an extended team who believes in a well-crafted product, a strong set of values, and a commitment to doing all things well. Today, James Avery Artisan Jewelry® has five manufacturing workshops located in Kerrville, Hondo, Corpus Christi, and two in Comfort, Texas. The company operates more than 125 stores nationwide in 4 states including: Georgia, Louisiana, Oklahoma, and Texas. Wholesale relationships with Dillard's and Von Maur as well as locations on military bases through the Army Air Force Exchanges Services (AAFES) add 300+ retail locations across 35 states, primarily in the Southeast and Midwest regions.



James Avery – Kerrville Retail Store



Branded Wholesale in airport and Dillard's retail stores

James Avery retail store locations

OUR JEWELRY

From the beginning, James Avery strived to create jewelry with special meaning for him, and for his customers. It was also important that his designs had lasting appeal, a timelessness that would endure from one generation to the next. Guided by the design principles of meaning, simplicity, integrity, and universality, James Avery Artisan Jewelry® is designed to connect people to life events, celebrations, moments in time, and even spiritual beliefs. James Avery Artisan Jewelry® is designed for special occasions and for everyday wear, all crafted with care and attention to detail.



"I do not consider myself a jeweler as the name implies today. Rather, I like to think of myself as an artist presently concentrating in the precious metal media. I think the creative problems in designing jewelry are the same in any design field, but with the "wearability" dimension added. I strive to keep designs from being contrived, cluttered, or cute. The challenge is to keep things simple." — James Avery

OUR CRAFTSMANSHIP

From 1954 to today, James Avery Artisan Jewelry® has always had a distinctive look and feel. Dedication, hard work, and the hands of many are involved in the creation of every piece—from design and production, to finishing and engraving, and even the sales associate who interacts and creates relationships with customers. Craftsmanship has always been paramount to James Avery Artisan Jewelry® as it expresses the true meaning behind each design.



OUR SUBMISSION TO KERRVILLE EIC

Current Employment

Companywide, JAC currently employs 1,674 full-time employees, 1,631 part-time employees, and ramps up to add over 2,500 seasonal employees (retail/ direct sales, distribution, and engraving). JAC employs 667 full-time employees in Kerr County with 449 presently located at KCC.

Current Payroll

The current payroll total for employees with JAC is \$9.7 million per month, including profit sharing. Approximately, \$3.43 million per month, or 33%, is paid to Kerrville-based employees – over \$40 million annually. Benefits per EE per Month averaged almost \$2,100 for Kerrville/Kerr County. A detail of Benefits offered is summarized in **Attachment A**.

Capital Investments to-date

During its most recent fiscal year, JAC made capital expenditures totaling \$1.7 million in Kerrville/Kerr County. Additionally, JAC plans to complete ~\$5.5 million capital expenditures in Kerrville/Kerr County in the upcoming fiscal year, including an expansion of its Distribution Center operations on Harper Rd.

Description of Project – explaining nature and scope of the Project

A diagram of the proposed three-way "T" traffic light and similar intersections is provided at **Attachment C**. This proposed project is a Participation in Public Infrastructure Project with Quality of Life aspects. The project goal is Increased Safety at the T-intersection of Texas State Highway 27 ("SH 27") and James Avery Craftsman Center Driveway by the installation of traffic control signals with radar presence detection devices that would only stop traffic on SH 27 when a vehicle was detected that needed to exit from James Avery or turn left into James Avery.

The intended beneficiaries of the increased safety created by the project are the vehicle drivers exiting James Avery crossing two lanes of traffic, the vehicle drivers entering James Avery crossing two lanes of traffic, the SH 27 drivers that are travelling straight through the intersection and currently have vehicles attempting to cross two lanes of traffic in front of them. These same vehicle drivers would also be the beneficiaries of an increased quality of life in that they would be able to save time entering and exiting the James Avery plant and/or having decreased stress levels associated with being late or later in arriving home or to work and decreased stress levels when not having to be concerned that vehicles may attempt to cross traffic without enough time forcing a driver to attempt to avoid a collision on SH 27. After the project is completed, vehicles travelling on SH27 will have the comfort of knowing that an entering or exiting vehicle will wait for the light to change and will not be randomly pulling out in front of traffic. The off-duty Kerrville Police Officers and Kerr County Deputy Sheriffs that direct traffic during the end-of shift peak hour will also indirectly benefit from the increased safety in that the officers would no longer be placed in harm's way directing traffic in the middle of 3 lane SH 27. The intended beneficiary of this Participation in Public Infrastructure Project is TxDOT in that the traffic control signals and its associated equipment, including the signal poles with mast arms, the radar presence detection devices, the ground mounted controller cabinet, and any required lighting per Federal Aviation Administration ("FAA") requirements will be donated to TxDOT so that it can be maintained consistent with TxDOT standards.

Initially, in reviewing the feasibility of this project, James Avery engaged DEC, which is a part of Gannett Fleming, for traffic engineering. DEC provided a Traffic Signal Warrant Analysis Technical Memorandum (excerpts of the analysis are included at **Attachment D**), after having collected traffic volume and turning movement counts for 14 hours for all three approaches to the T-intersection on February 23, 2023. The data collected was analyzed according to nine traffic signal warrant criteria in the Texas Manual on Uniform Traffic Control Devices (TxMUTCD). The Peak Hour signal warrant (Warrant 3) is intended for use at a location where traffic conditions are such that for at least 1 hour on an average day, the minor street has undue delay when entering or crossing the major street. It was determined that Warrant 3 (Peak Hour) is satisfied for existing traffic volumes in the PM peak at the respective intersection, thereby providing the necessary justification for the installation of a traffic control signal. It is intended that the installation not seriously disrupt progressive traffic flow on SH 27, which will have a yellow blinking light the majority of the time which would only change to red when the radar detection presence device determines that a vehicle has arrived and is waiting to turn. Example photos of the KCC exiting traffic levels at the PM peak are provided as part of **Attachment C**.

Description of Proposed Site and Improvements

The proposed site for the traffic control signals is the T-intersection of SH 27 and James Avery Craftsman Center driveway. SH 27 is a three-lane divided highway with two lanes going south towards Center Point, one lane going north into Kerrville, and a median which is a two way left turn lane. To turn right into James Avery, there is a deceleration lane which then is channelized into the main entry road of James Avery. The main entry road has one lane entering and two lanes exiting, one a dedicated left turn and one a dedicated right turn. The T-intersection of KCC driveway and SH 27 is stop controlled for the driveway and is free flowing on SH 27 in front of James Avery, with a speed limit of 65 miles per hour. The deceleration lane on southbound SH 27 leading into KCC was constructed by James Avery when the manufacturing plant was built and was donated to TxDOT at that time.

Fixed Equipment associated with Project

Hewitt Engineering will be consulting with James Avery on this Project and Kimley Horn will also be used for Design and Engineering. The proposed improvements are shown on the attached Traffic Signal Proposed Layout by Kimley Horn (**Attachment C**). They include three signal poles with mast arms of varying lengths to extend the recommended distance to hold 7 vertical signal heads, three facing northbound traffic on SH27 (including one for the left turn lane into James Avery), two facing the two southbound lanes on SH27, and two facing the two dedicated left and right turn lanes exiting James Avery, radar presence detection devices, a ground mounted controls and electrical cabinet, underground electrical utilities, and FAA required lighting. There will also be additional road striping and signal arrows per the design.

List of Eligible Improvements: All improvements included in the installation of the traffic control signals are eligible for Participation in Public Infrastructure Project because all of the improvements will be donated to TxDOT for ownership and maintenance.

List of Major Fixed Equipment:

The Major Fixed Equipment/Components consists of:

1. 3 Signal Poles with Mast Arms;
2. 7 vertical Signal Heads;
3. 1 Controls and Electrical Cabinet;
4. Radar presence detection devices;
5. FAA-approved lighting to notify planes of signal light locations

It is estimated that the cost of designs, engineering, permitting, equipment, and installation will be \$342,000 to \$392,000 (including approx.. \$42,000 in Design).

JAC is seeking to share the cost of the Project with EIC support on a 60/40 split of cost, excluding project Design costs.

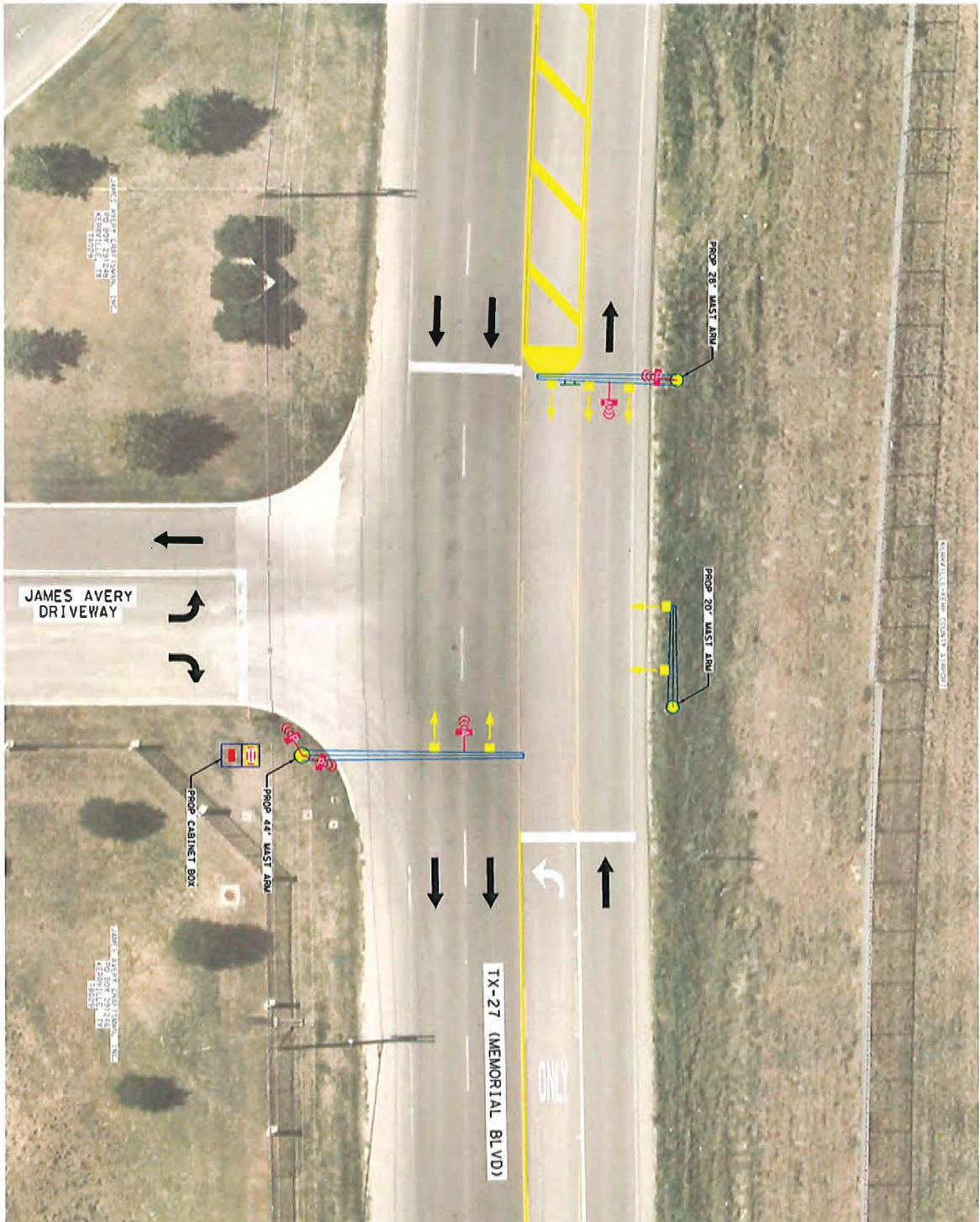
Financial Information

The Financial Information provided is all designated CONFIDENTIAL and PROPRIETARY information and intended solely for the viewing of the Kerrville Economic Development Corporation and the Kerrville City Council. This information is not intended to be or become a matter of public record. Any dissemination, copying or use of this information by or to anyone other than the designated and intended recipient is unauthorized and strictly prohibited.

See **Attachment B**. JAC has provided its summary Financial Statements for the past five fiscal years (Balance Sheet, Income Statement, Statement of Cash Flow). Tax returns can be provided, if necessary.

Financial Highlights (rounded)

Fiscal 2025 Budgeted Annual Sales	\$458,300,000
Fiscal 2024 Local Sales	\$67,400,000
Calendar 2023 Charitable Giving	\$1,200,000
Calendar 2023 Local Property Taxes	\$919,000
Calendar 2023 Local Sales Taxes	\$1,120,000



- LEGEND**
- EXISTING FENCE
 - EXISTING OVERHEAD UTILITY
 - SIGNAL POLE W/ MAST ARM
 - VERTICAL SIGNAL HEAD
 - OVERHEAD SIGN
 - RADAR PRESENCE DETECTION DEVICE (RPDD)
 - RADAR PRESENCE DETECTION DEVICE (RPDD)
 - GROUND MOUNTED CONTROLLER CABINET (T&T DISTRICT)



Attachment C

JAMES AVERY TRAFFIC SIGNAL PREPARED FOR CITY OF KERRVILLE	TRAFFIC SIGNAL PROPOSED LAYOUT	RHA PROJECT DATE: MAR 24 SCALE: AS SHOWN DESIGNED BY: HJ CHECKED BY: AEA		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	REVISIONS	DATE	BY																
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Similar Intersection Examples

Attachment C



SH 123 & FM 758, Seguin TX

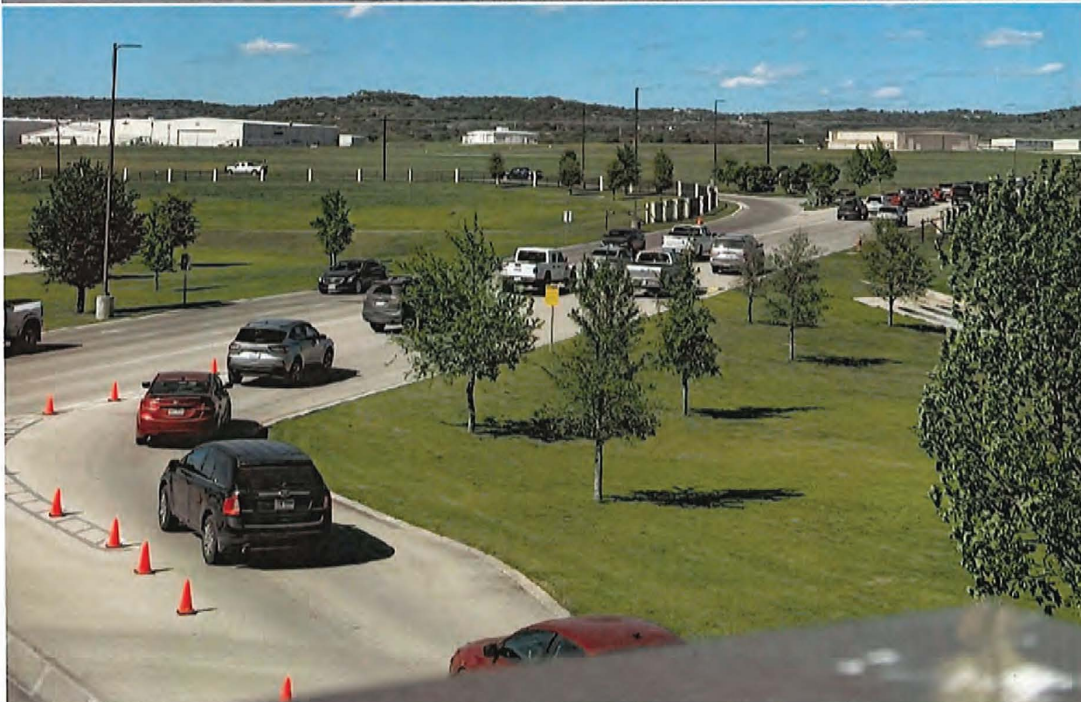


FM 471 & SH 211, West Bexar County



SH 123 & Cordova Rd, Seguin TX

Please Note: Ability to provide illumination will be dependent on FAA determination on height restrictions











TRAFFIC SIGNAL WARRANT ANALYSIS TECHNICAL MEMORANDUM

TO:
FROM: DE Corp. (DEC)
SUBJECT: James Avery Craftsman Center Driveway Traffic Signal Warrant Analysis
DATE: April 17, 2023
CC: Project Record

The T-Intersection of James Avery Craftsman Center Driveway and SH 27 (Memorial Blvd.) was evaluated for traffic signal warranting conditions to determine justification for the installation of a traffic control signal. The site is located south-east of Kerrville near Kerrville-Kerr County airport in Kerr County, Texas. The proposed project location is shown in **Figure A** below.

The Issue: Currently, during the close of business, a police officer is present at the intersection to navigate the traffic safely.

The traffic signal warrant criteria used for this analysis is based on the Revision 2, October 2014 *Texas Manual on Uniform Traffic Control Devices* (TxMUTCD)



Figure A: Intersection of SH 27 at James Avery Craftman Center Driveway

Existing Conditions

SH 27 is a three-lane divided roadway classified as a Minor Arterial with two lanes going south and one lane going north near the project location. Median consists of a two way left turn lane (TWTL). The southbound right turn is channelized. The speed limit is 55 mph. Kerrville lies to the north-west and Center Point lies to the south-east of the intersection.



Northbound SH 27 at Site Driveway



Southbound SH 27 at Site Driveway

The T-Intersection of James Avery Craftsman Center Driveway and SH 27 is currently stop controlled for the driveway and free flow along SH 27. James Avery driveway is one way entering and dedicated left and right turn lane on the exiting (eastbound) approach.



Eastbound James Avery Driveway approach to SH 27

Traffic Survey (Intersection Approach Volumes)

Traffic volume and Turning Movement Counts (TMC's) were collected for all three approaches to the intersection from 6 AM to 8 PM on Thursday February 23, 2023. 14-hours TMC's are presented in Appendix A. Table 1 below presents the summary of the counts collected along with their ranks.

Table 1					
Hourly Approach Volumes					
Time	EB Total	NB Total	SB Total	Total (all direction)	Rank
6:00 AM	3	227	173	403	13
7:00 AM	18	622	470	1110	2
8:00 AM	6	356	237	599	7
9:00 AM	3	290	229	522	12
10:00 AM	5	288	242	535	11
11:00 AM	8	292	273	573	9
12:00 PM	63	286	294	643	5
1:00 PM	9	272	315	596	8
2:00 PM	9	286	323	618	6
3:00 PM	12	334	372	718	4
4:00 PM	243	383	557	1183	1
5:00 PM	13	339	449	801	3
6:00 PM	2	227	315	544	10
7:00 PM	7	124	192	323	14

Traffic Signal Warrant Requirements

Chapter 4C of the of the TxMUTCD defines the requirements and criteria for the evaluation of an intersection for the installation and operation of a traffic control signal. It states that "an engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location." The investigation for the need of a traffic control signal shall include an analysis of the applicable factors contained in the following traffic signal warrants and other factors related to the existing operation and safety at the study intersection.

Warrant 1 - Eight-Hour Vehicular Volume

Warrant 2 - Four-Hour Vehicular Volume

Warrant 3 - Peak Hour

Warrant 4 - Pedestrian Volume

Warrant 5 - School Crossing

Warrant 6 - Coordinated Signal System

Warrant 7 - Crash Experience

Warrant 8 - Roadway Network

Warrant 9 - Intersection near a Grade Crossing

A traffic control signal should NOT be installed unless an engineering study indicates that the installation of traffic signal will improve the overall safety and operation of the intersection and that the installation will not seriously disrupt progressive traffic flow.

Traffic Signal Warrants

The 2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD) specifies nine warrants for justification of the installation of a traffic control signal. An intersection satisfying any one warrant could be considered eligible for a traffic signal control device, however the satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal. The following is a brief explanation of each of the warrants.

Traffic Signal Warrant 1- Eight Hour Vehicular Volume The installation of a traffic signal may be warranted for an intersection with a large volume of opposing traffic for at least 8 hours of an average day. These high traffic volume hours do not have to be consecutive, and the minimum required volumes vary based on number of lanes on the intersecting streets. The TMUTCD has established two

conditions to analyze under this warrant. Condition A analyzes the minimum vehicular volume and Condition B analyzes the Interruption of Continuous Traffic. Table 4C-1 located on the Warrant 1 worksheet displays the criteria for both conditions.

Traffic Signal Warrant 2 – Four Hour Vehicular Volume The installation of a traffic signal may be warranted for an intersection with a large volume of opposing traffic for at least 4 hours of an average day. This warrant is similar to Traffic Signal Warrant 1, however, this warrant correlates the volume of the minor and major-street approaches through the use of plotted curves (a higher volume on a major street allows for a lower volume on a minor street). These curves are shown on Table 4C-1 located on the Warrant 2 worksheet.

Traffic Signal Warrant 3 – Peak Hour The installation of a traffic signal may be warranted at a location where for a minimum of 1 hour a day the minor approach suffers undue delay when entering or crossing the major street. This warrant is applied only in unusual cases such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time. The TMUTCD has established two conditions to analyze under this warrant and are shown on the Warrant 3 worksheet.

Traffic Signal Warrant 4 – Pedestrian Volume The Pedestrian Warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street. This signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 300 ft unless the proposed traffic control signal will not restrict the progressive movement of traffic. If this warrant is met and a traffic control signal is justified by an engineering study, the traffic control signal shall be equipped with pedestrian signal heads complying with the provisions set forth in Chapter 4E.

Traffic Signal Warrant 5 – School Crossing The School Crossing Warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal. The TMUTCD establishes that a signal is warranted when an engineering study demonstrates that the frequency and adequacy of gaps in the vehicular stream as related to the number and size of groups of school children at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the school children are using the crossing is less than the number of minutes in the same period and there are a minimum of 20 school children during the highest crossing hour.

Traffic Signal Warrant 6 – Coordinated Signal System Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles. A signal may be warranted on a one-way street or a street that has traffic predominantly in one direction where the adjacent traffic control signals are so far apart that they do not provide the necessary vehicular platooning. It may also be warranted on a two-way street where the adjacent traffic control signals do not provide the necessary vehicular platooning and the proposed and adjacent traffic control signals would collectively provide a progressive operation.

Traffic Signal Warrant 7 – Crash Experience The Crash Experience Warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal. The TMUTCD requires that all three of the following criteria be met to warrant a traffic signal.

1. Adequate trials of alternative with satisfactory observance and enforcement has failed to reduce the crash frequency.
2. There have been five or more accidents of types susceptible to correction by traffic signals within a 12-month period, each crash involving personal injury or property damage exceeding the applicable requirements for a reportable crash.
3. For each of any 8 hours of an average day, the vehicles per hour given in both of the 80 percent columns of Condition A in Table 4C-1 or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major street and the higher-volume minor street approach.

Traffic Signal Warrant 8 – Roadway Network Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network. The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria: The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or (2) the intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a normal business day (Saturday or Sunday).

Traffic Signal Warrant 9 – Intersection Near a Grade Crossing The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the

intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal. This signal warrant should be applied only after adequate consideration has been given to other alternatives or after a trial of an alternative has failed to alleviate the safety concerns associated with the grade crossing.

Traffic Signal Warrant Analysis

Traffic Signal Warrant 1- Eight Hour Vehicular Volume

The minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic, Condition B, is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

In analyzing Signal Warrant 1, the minimum hourly volume (70% Factor) criteria was used in the evaluation of this signal warrant based on a 70% reduction factor for speeds above 40mph on the major street. The number of lanes for moving traffic on each approach was two (2) for the major and minor street. No right-turn traffic volume was removed from the minor street approaches.

The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exists for each of any 8 hours of an average day: For condition A, a minimum traffic volume of 420 vehicles for the major street and 140 vehicles for the minor street is required for eight hours to meet this warrant. The major street meets the criteria for the 12 highest hours and the minor street meets the criteria for the 1 highest hour. Condition A is not satisfied. For Condition B, a minimum traffic volume of 630 vehicles for the major street and 70 vehicles for the minor street is required for eight hours to meet this warrant. The major street meets the criteria for the 4 highest hours and the minor street meets the criteria for the highest 1 hours. Condition B is not satisfied.

Warrant 1 is NOT satisfied.

Traffic Signal Warrant 2 - Four Hour Vehicular Volume

The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic signal.

The need for a traffic control signal shall be considered if an engineering study finds that, for each of any four (4) hours of an average day, the plotted points representing the vehicles per hour on the major street and corresponding vehicles per hour on the higher volume minor street approach all fall above the applicable curve in Figure 4C-1. The lower threshold volume using the 70% Factor volume criteria for the minor street approach with two (2) approach lane is 80 vehicles per hour. All four points representing the four highest traffic volume hours did not fall above the curve.

Figure 4C-2 was utilized based on a 70% reduction factor for speeds above 40mph on the major street. Only one point out of the four highest traffic volume hours fell above the curve.

Warrant 2 is NOT satisfied.

Traffic Signal Warrant 3 – Peak Hour

The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street suffers undue delay when entering or crossing the major street.

Figure 4C-4 was utilized based on a 70% reduction factor for speeds above 40mph on the major street. In the AM peak, the major street volume is 1092 vph (67+555+179+291) and the minor street volume is 18 vph (15+3). In the PM peak, the major street volume is 940 vph (352+31+445+112) and the minor street volume is 243 vph (57+186).

Warrant 3 is satisfied for existing traffic volumes in the PM peak.

Traffic Signal Warrant 4 – Pedestrian Volume

The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that both of the following criteria are met: A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in **Figure 4C-6**; or B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in **Figure 4C-8**. For this study, heavy pedestrian volumes were not observed or recorded at the study intersection during the peak hour.

Warrant 4 is NOT satisfied.

Traffic Signal Warrant 5 – School Crossing

The School Crossing signal warrant is intended for application where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal.

The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of school children at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the children are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 students during the highest crossing hour. The study intersection is not within the vicinity of a school crossing. Therefore, the minimum requirements were not met.

Warrant 5 is NOT satisfied.

Traffic Signal Warrant 6 – Coordinated Signal System

Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would otherwise be needed in order to maintain proper platooning of vehicles.

The need for a traffic control signal shall be considered when an engineering study finds that one of the following criteria is met: A. On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide necessary degree of vehicular platooning or B. On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation. The coordinated traffic signal system signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.

Warrant 6 is NOT satisfied.

Traffic Signal Warrant 7 – Crash Experience

The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria is met: A. Adequate trail of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency, B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

As per the CRIS database, zero (0) crashes were found at the intersection from 2018-2022. Currently, there are no noted safety issues at the intersection. There appears to be adequate sight distance, and no geometric issues that would be correctable with the

Installation of a traffic control signal at the intersection.

Warrant 7 is NOT satisfied.

Traffic Signal Warrant 8 – Roadway Network

The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria:

A. The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or B. The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a normal business day (Saturday or Sunday).

Warrant 8 is NOT satisfied.

Traffic Signal Warrant 9 – Intersection Near a Grade Crossing

The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal. The study intersection is not within the vicinity of a grade crossing.

Warrant 9 is NOT satisfied.

Signal warrant analysis worksheet is presented in Appendix B.

Conclusions

Warrant 3 (Peak Hour) criteria states that the installation of a traffic signal may be warranted at a location where for a minimum of 1 hour a day the minor approach suffers undue delay when entering or crossing the major street. In the PM peak, warrant 3 is met as the major street volume is 940 vph and the minor street volume is 243 vph as shown in Appendix B, Figure 4.

The intersection of SH 27 and James Avery Driveway meets the minimum criteria for the installation of a traffic signal.

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TBPE F-392

04/17/2023

APPENDIX B
TRAFFIC SIGNAL WARRANT ANALYSIS



Traffic Survey - Count Analysis

2011 TMUTCD Warrants

Form TFF-TSCA
(Rev. 11/21)
Page 1 of 8

County: Kerr

District: San Antonio

City: Kerrville

Population: 53,161 (2021)

Survey Date: 02/23/2023 Counts

	Route #	Name	Control	Section	85% Speed
Major	SH 27	Memorial Blvd.	0142	05	55 MPH
Minor	N.A.	James Avery Craftman Center Driveway	N.A.	N.A.	15 MPH

Eight Highest Hours: Include the same 8 hours for the Major and Minor St. volumes.

Time Ends	Major St. - Both App.		Minor St. - Hi. Vol. App.	
	Veh. Total	Ped. Total	Veh. Total	Ped. Total
AM PEAK	1092	0	18	0
PM PEAK	940	0	243	0

Comments:
Warrant 3 is met for existing traffic volumes in the PM peak.

Warrant 1. Eight Hour Vehicular Volume

- ☐ Yes ☒ No Meets 70%^c (major-street speed exceeds 40 mph or population less than 10,000) or 100%^a (regardless of speed) of Condition A.
- or -
- ☐ Yes ☒ No Meets 70%^c (major-street speed exceeds 40 mph or population less than 10,000) or 100%^a (regardless of speed) of Condition B.
- or -
- ☐ Yes ☒ No Meets 80%^b of Conditions A and B.
- or -
- ☐ Yes ☒ No Meets 56%^d of Conditions A and B (major-street speed exceeds 40 mph or population less than 10,000).

Condition A - Minimum Vehicle Volume

Number of Lanes		Vehicles per hour on Major St. (Total of both Approaches)				Vehicles per hour on higher-volume Minor St. approach (One Direction Only)					
Major Street	Minor Street	Required				Existing	Required				Existing
		100% ^a	80% ^b	70% ^c	56% ^d	70%	100% ^a	80% ^b	70% ^c	56% ^d	70%
1	1	500	400	350	280		150	120	105	84	
2 or more	1	600	480	420	336		150	120	105	84	
2 or more	2 or more	600	480	420	336		200	160	140	112	
1	2 or more	500	400	350	280		200	160	140	112	

Condition B - Interruption of Continuous Traffic

Number of Lanes		Vehicles per hour on Major St. (Total of both Approaches)					Vehicles per hour on higher-volume Minor St. approach (One Direction Only)				
Major Street	Minor Street	Required				Existing	Required				Existing
		100% ^a	80% ^b	70% ^c	56% ^d	70%	100% ^a	80% ^b	70% ^c	56% ^d	70%
1	1	750	600	525	420		75	60	53	42	
2 or more	1	900	720	630	504		75	60	53	42	
2 or more	2 or more	900	720	630	504		100	80	70	56	
1	2 or more	750	600	525	420		100	80	70	56	

^a Basic minimum hourly volume.

^b Used for combination of Conditions A and B after adequate trial of other remedial measures.

^c May be used when the major-street speed exceeds 40 mph or in a community with a population less than 10,000.

^d May be used for combination of Conditions A and B after adequate trial of other remedial measures when major street exceeds 40 mph or in an isolated community with a population of less than 10,000.

Warrant 2. Four Hour Volumes

☐ Yes ☒ No Meets each of 4 Highest Hours (Warrant 2 - see Figure 1 and Figure 2).



Figure 1. Four-hour volume warrant. (Warrant 2.)

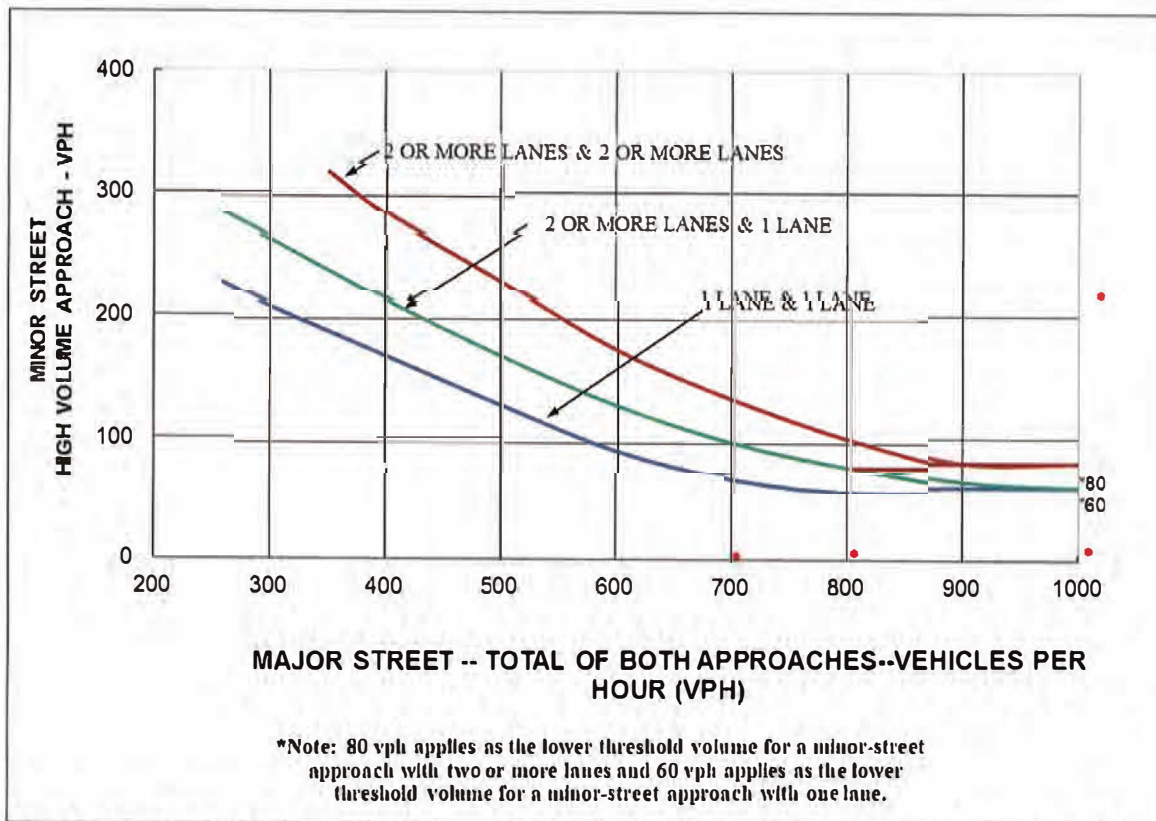


Figure 2. Four-hour volume warrant (70% Factor) (community less than 10,000 population or above 40 MPH on major street). (Warrant 2.)

Warrant 3. Peak Hour

- ☐ Yes ☐ No Are all of the following conditions true for the same 1 hour (any four consecutive 15 minute periods)?
1. The total stopped time delay experienced by the traffic on one minor street approach (one direction only) controlled by a stop sign equals or exceeds 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach, *and*
 2. The volume on the same minor street approach (one direction only) equals or exceeds 100 vph for one moving lane of traffic or 150 vph for two moving lanes, *and*
 3. The total entering volume serviced during the hour equals or exceeds 650 vph for intersections with three approaches or 800 vph for intersections with four (or more) approaches.
- or -
- ☒ Yes ☐ No Meets one High Hour (Warrant 3 - see Figure 3 and Figure 4).

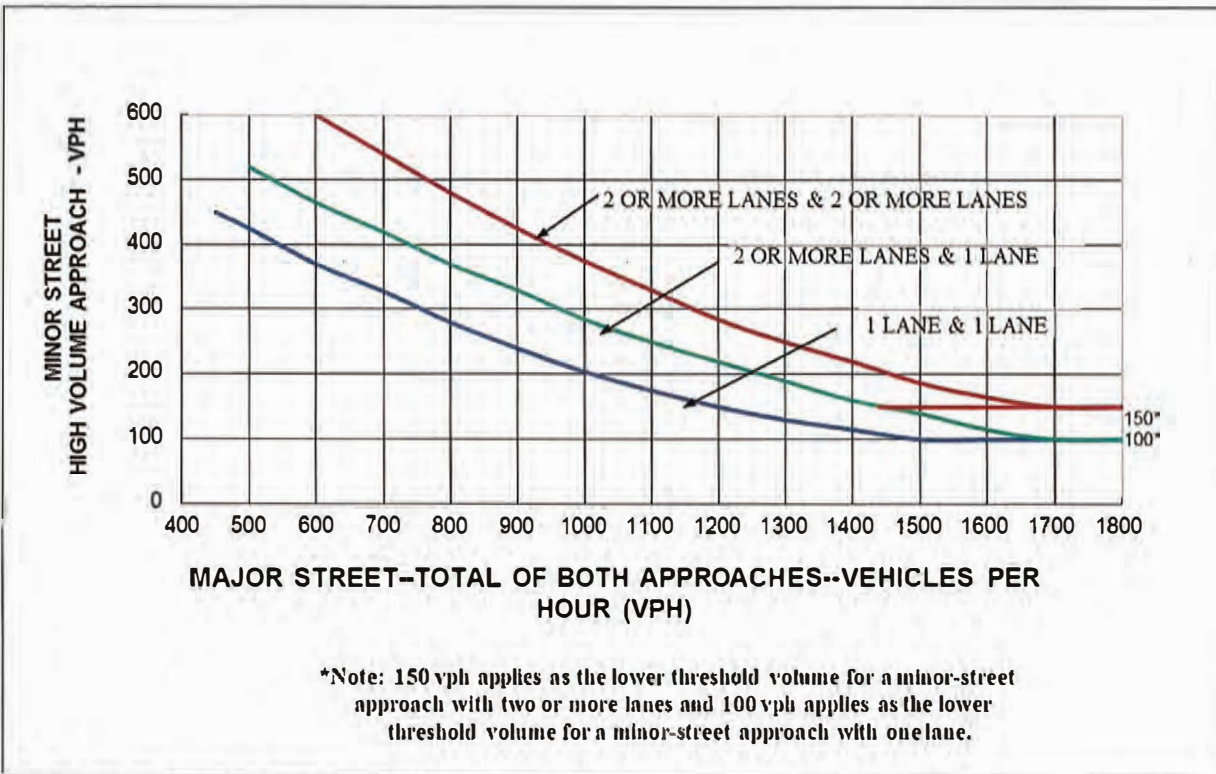


Figure 3. Peak hour volume warrant. (Warrant 3.)



Figure 4. Peak hour volume warrant (70% Factor) (community less than 10,000 population or above 40 MPH on major street). (Warrant 3.)

Warrant 4. Four Hour Pedestrian Volume

☐ Yes ☒ No Meets each of 4 Highest Hours (Warrant 4 - see Figure 5 and Figure 6.)

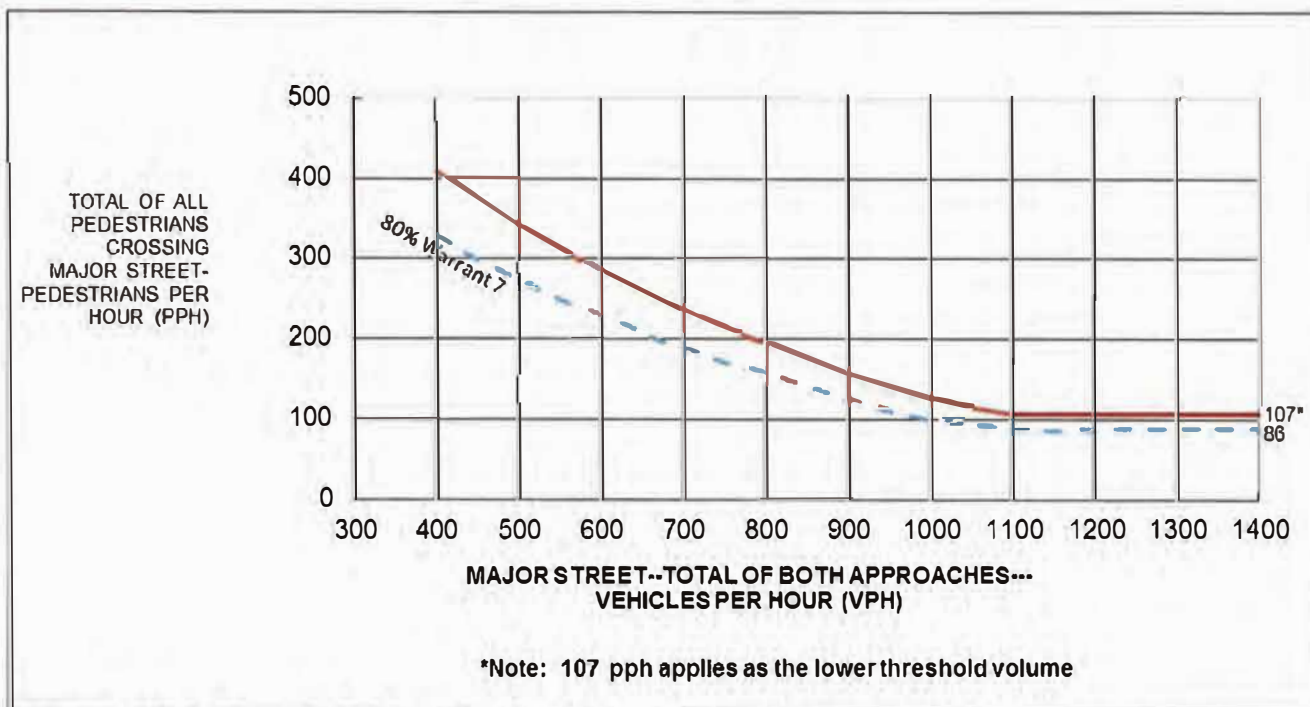


Figure 5. Four hour pedestrian warrant. (Warrant 4.)

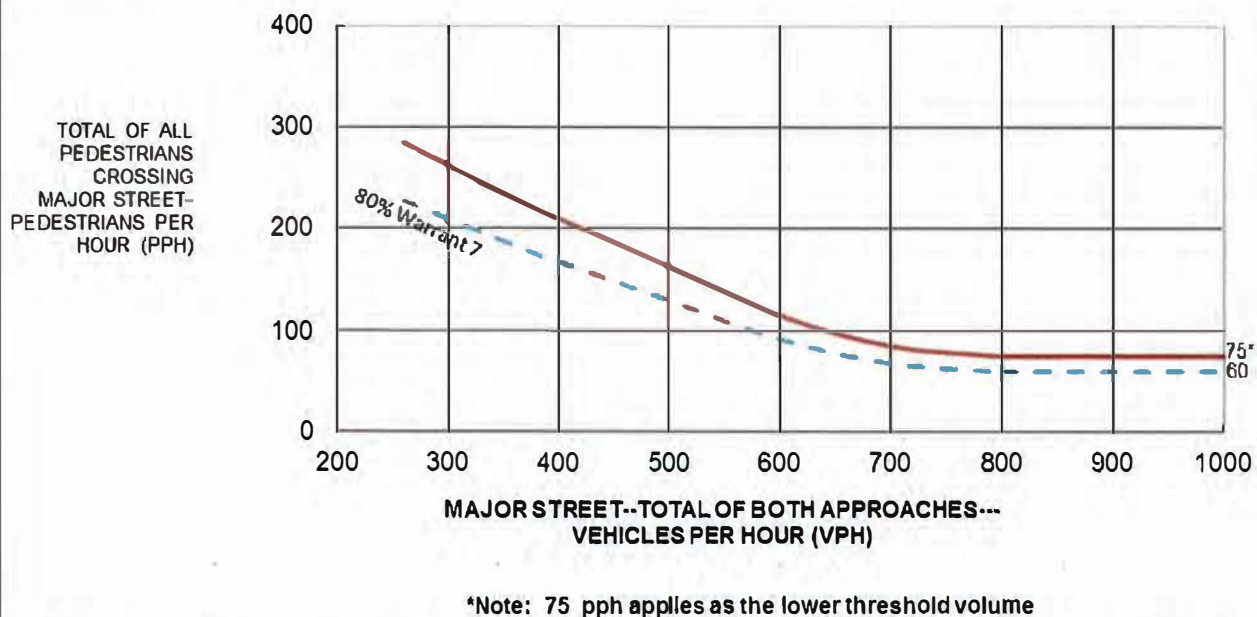


Figure 6. Four hour pedestrian warrant (70% Factor). (community less than 10,000 population or above 35 MPH on major street). (Warrant 4.)

Warrant 4. Peak Hour Pedestrian Volumes

☐ Yes ☒ No Meets Peak Hour Pedestrian (Warrant 4 - see Figure 7 and Figure 8.)

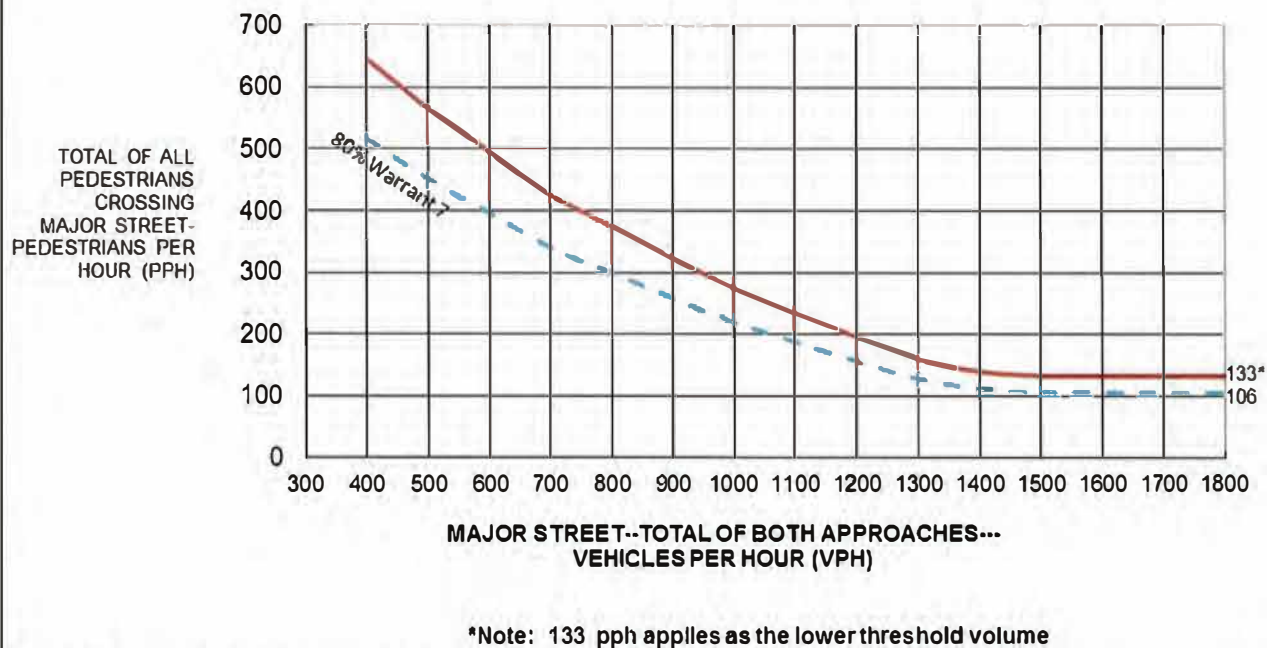
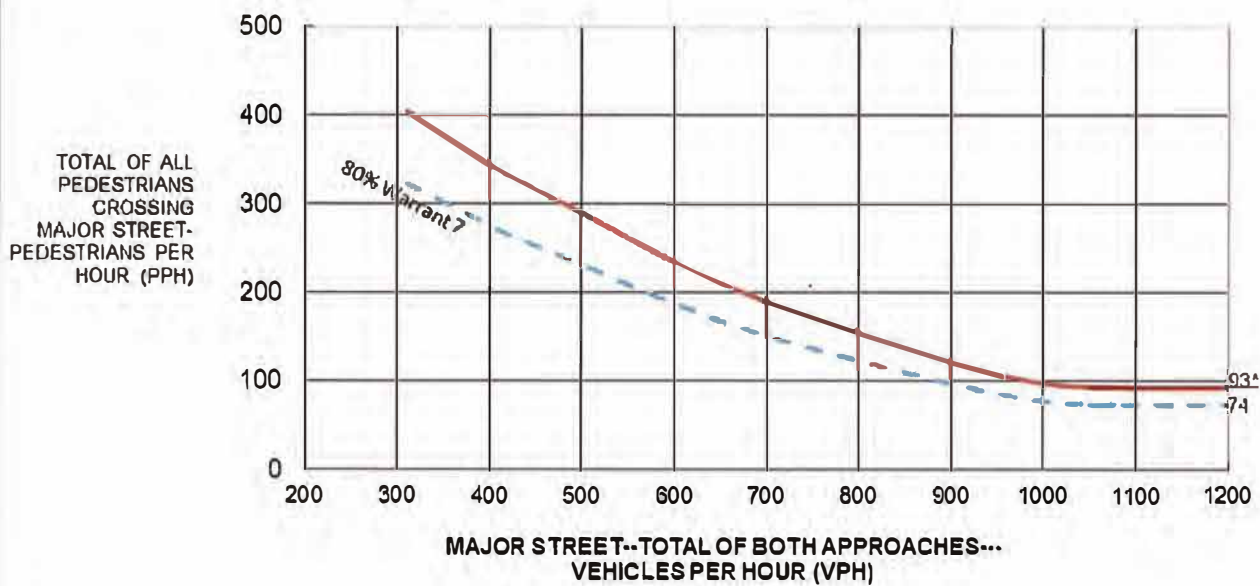


Figure 7. Four hour pedestrian warrant (Warrant 4.)



*Note: 93 pph applies as the lower threshold volume

Figure 8. Peak hour pedestrian warrant (70% Factor). (community less than 10,000 population or above 40 MPH on major street). (Warrant 4.)

Warrant 5. School Crossing

- ☐ Yes ☒ No Is the number of adequate gaps in traffic stream during the period when the children are using the crossing less than the number of minutes in the same period?
- and -
- ☐ Yes ☒ No Are there a minimum of 20 students during the highest crossing hour?
- and -
- ☐ Yes ☒ No Is the nearest signal on the major street located more than 300 feet away?
(This warrant may be applied if the proposed signal is less than 300 feet and does not restrict the progressive movement of traffic.)

Warrant 6. Coordinated Signal System

- ☐ Yes ☒ No On a one-way street or a street with traffic predominantly in one direction, are the adjacent signals far enough apart that the necessary degree of vehicle platooning does not occur?
- or -
- ☐ Yes ☒ No On a two-way street, are the adjacent signals far enough apart that the necessary degree of vehicle platooning does not occur and would the proposed and adjacent traffic control signal provide a progressive operation?

Warrant 7. Crash Experience

- ☐ Yes ☒ No Is one of the following conditions met?:
- 80% of Condition A or Condition B in Warrant 1
 - 56% of Conditions A or B in Warrant 1 (major-street speed exceeding 40 mph or population less than 10,000)
 - 80% or more of Warrant 4
- and -
- ☐ Yes ☒ No Have there been 5 or more reported crashes susceptible to correction by a traffic signal in 12 months?

Warrant 8. Roadway Network

☐ Yes ☒ No Is the total existing, or immediately projected, entering volume on all approaches greater than 1000 vehicles for each of any 5 hours of a Saturday and/or Sunday.

- or -

☐ Yes ☒ No Is the total existing, or immediately projected, entering volume greater than 1000 vehicles for the peak hour of a typical weekday, and do the 5 year projected traffic volumes meet one or more of Warrants 1, 2, and 3 during an average weekday?

Check applicable characteristics of each route (only 1 needs to be checked):

Major Street ☐ Yes ☒ No
Minor Street ☐ Yes ☒ No

☐ Yes ☒ No It is part of street or highway system that serves as the principal roadway network for through traffic flow.

☐ Yes ☒ No It includes rural or suburban highways outside, entering, or traversing a city.

☐ Yes ☒ No It appears as a major route on an official plan such as a major street plan in an urban area traffic and transportation study.

☐ Yes ☒ No It connects areas of principal traffic generation.

☐ Yes ☒ No It has surface street freeway or expressway ramp terminals.

Warrant 9. Intersection Near a Grade Crossing (One Approach Lane at the Track Crossing)

☐ Yes ☒ No Meets one High Hour (Warrant 9 - see Figure 9.)

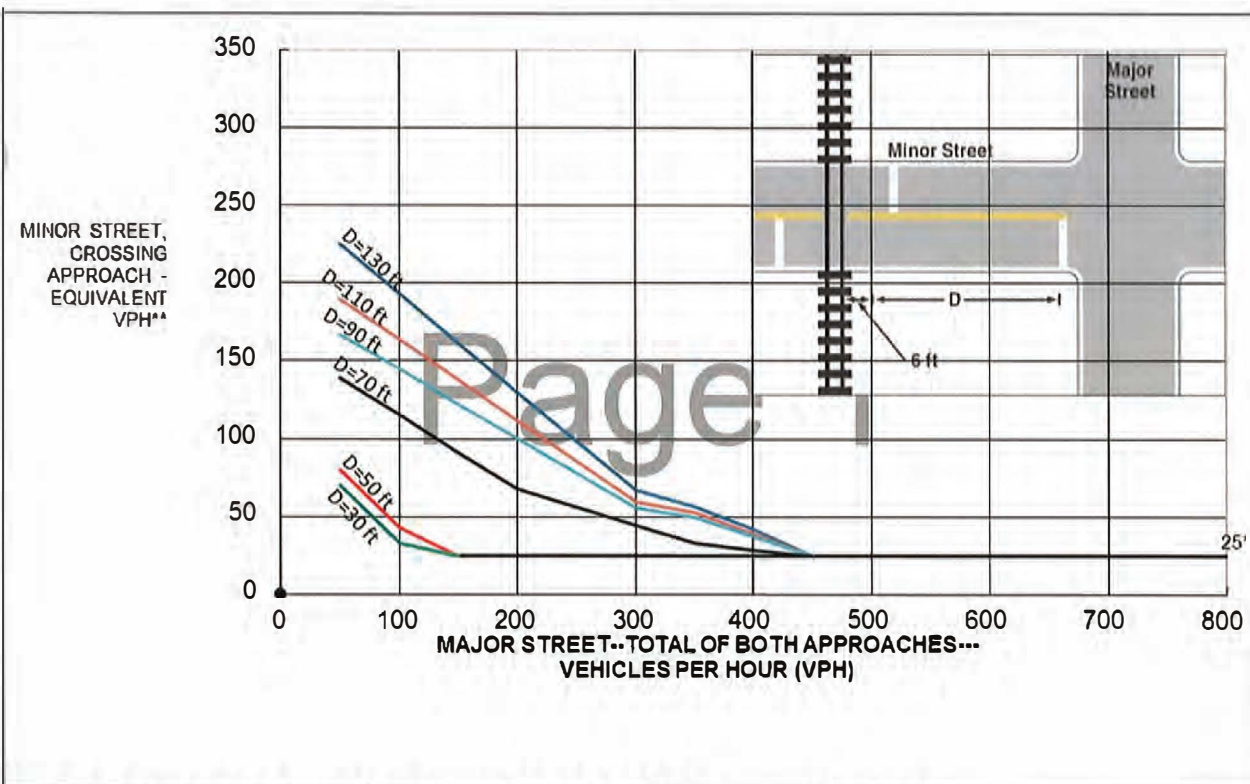


Figure 9. Railroad Grade Crossing (One Approach Lane at the Track Crossing) (Warrant 9.)

Warrant 9. Intersection Near a Grade Crossing (Two or More Approach Lanes at the Track Crossing)

☐ Yes ☒ No Meets one High Hour (Warrant 9 - see Figure 10.)

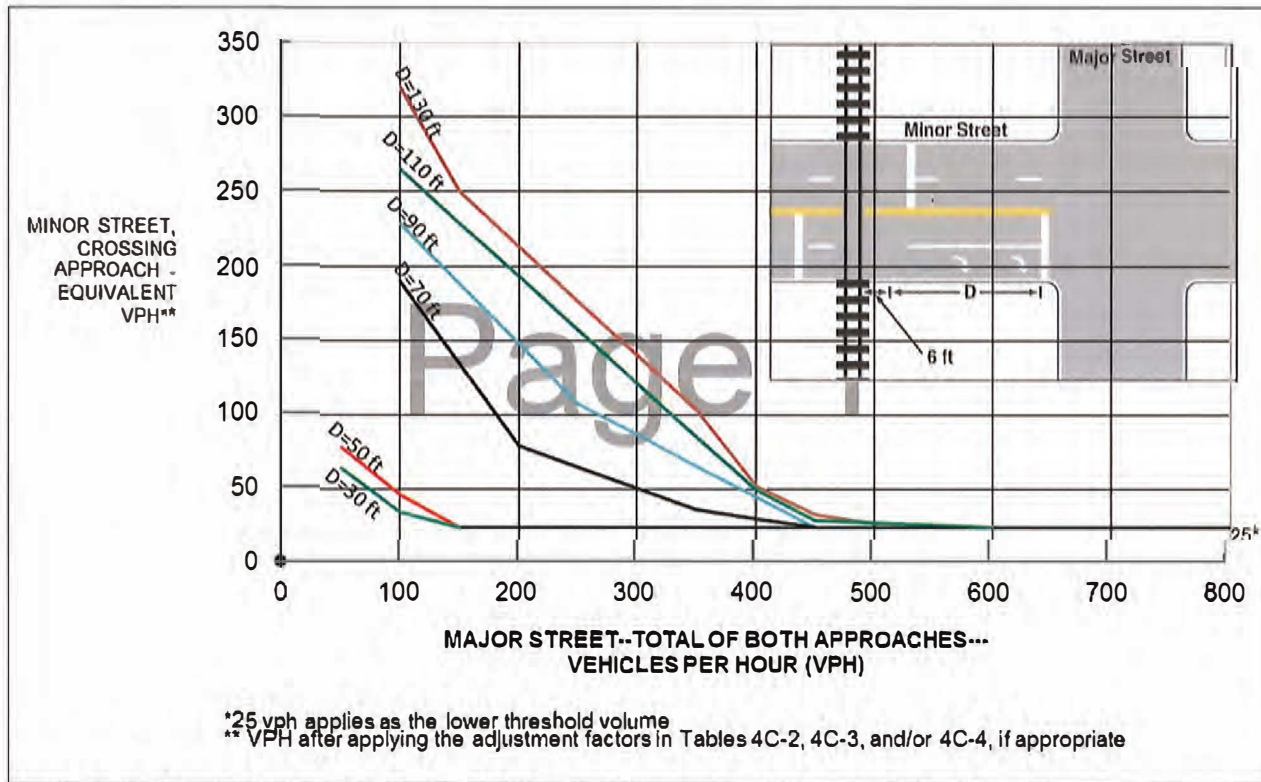


Figure 10. Railroad Grade Crossing (Two or More Approach Lanes at the Track Crossing) (Warrant 9.)

Table 4C-2. Warrant 9, Adjustment Factor for Daily Frequency of Rail Traffic

Rail Traffic per Day	Adjustment Factor
1	0.87
2	0.81
3 to 5	1.00
6 to 8	1.18
9 to 11	1.25
12 or more	1.33

Table 4C-3. Warrant 9, Adjustment Factor for Percentage of High-Occupancy Buses

% of High-Occupancy Buses* on Minor-Street Approach	Adjustment Factor
0%	1.00
2%	1.09
4%	1.19
6% or more	1.32

* A high-occupancy bus is defined as a bus occupied by at least 20 people

Table 4C-4. Warrant 9, Adjustment Factor for Percentage of Tractor-Trailer Trucks

% of Tractor-Trailer Trucks on Minor-Street Approach	Adjustment Factor	
	D less than 70 feet	D of 70 feet or more
0% to 2.5%	0.50	0.50
2.6% to 7.5%	0.75	0.75
7.6% to 12.5%	1.00	1.00
12.6% to 17.5%	2.30	1.15
17.6% to 22.5%	2.70	1.35
22.6% to 27.5%	3.28	1.61
More than 27.5%	4.18	2.09

Remarks: