

AGENDA FOR THE KERRVILLE CITY COUNCIL MEETING

TUESDAY, AUGUST 13, 2024, 6:00 P.M.

CITY HALL COUNCIL CHAMBERS

701 MAIN STREET, KERRVILLE, TEXAS

The Community Vision

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

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



Kerrville2050



CITY COUNCIL MEETING AGENDA
AUGUST 13, 2024 6:00 PM
CITY HALL, 701 MAIN STREET, KERRVILLE, TEXAS



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

Citizens may view and hear City Council meetings on Spectrum Channel 2 or by live-stream via the City's website (www.kerrvilletx.gov). City Council meetings are recorded and the recordings are posted on the City's website.

Citizens wishing to speak during a meeting shall submit a completed "speaker request form" to the City Secretary before the item is introduced, but are encouraged to submit the form before the meeting begins. Each speaker is limited to four minutes.

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

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

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

Thank you for your participation!

CALL TO ORDER: By Mayor Joe Herring, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE: Led by Mayor Herring.

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** Announcement of items of community interest, including expressions of thanks, congratulations, or condolences; information regarding holiday schedules; honorary recognitions of city officials, employees, or other citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city officials or employees; and announcements involving imminent threats to the public health and safety of the city. No action will be taken.
2. **PRESENTATIONS:**
 - 2.A Proclamation of Kerrville as a tourism friendly community. (J Herring, Mayor)
 - 2.B City Council 2050 Work Plan. (D Rice, City Manager/ A Zanoni, Management Analyst)
3. **VISITORS/CITIZENS FORUM:** Any citizen with business not scheduled on the agenda may speak to the City Council. Prior to speaking, each speaker must fill out the speaker request form and give it to the City Secretary. The speaker request form must be submitted to the City Secretary before the item is called or read into record. City Council may not discuss or take any action on an item but may place the issue on a future agenda. Each speaker is limited to four minutes.
4. **CONSENT AGENDA:** These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:
 - 4.A Resolution No.33-2024. A Resolution authorizing the donation of surplus Eclipse Glasses to Astronomers without Borders. (A Boyle, Director of Parks & Recreation)
Attachments: [20240813_Reso 33-2024 Surplus Eclipse Glasses - Astronomers woBorders.pdf](#)
[20240813_Eclipse_Glasses_shipping_donation.pdf](#)

4.B Resolution No. 34-2024. A Resolution authorizing the waiver of Parade and Parks fees for the Veterans of Foreign Wars Post 1480 and the Hill Country Veterans Center pursuant to events it plans to hold each year in the month of November in and around the City's Louise Hays Park. (*A Boyle, Director of Parks & Recreation*)
Attachment: [20240813_ Reso 34-2024 Waiver of Parade and Park Fees.pdf](#)

4.C Construction Agreement between the City of Kerrville, Texas and RAM Utilities, LLC, for the First Street Manhole Replacement Project in the amount of \$248,524.10. (*S Barron, Executive Director of Public Works and Engineering/ K Burow, Director of Engineering*)
Attachments: [20240813_Construction Contract_RAM_Draft.pdf](#)
[20240813_Bids_First St Manhole Replacement_Bid Summary.pdf](#)
[20240813_Letter_First St Manhole Replacement_Recommendation Letter.pdf](#)

4.D Cyber Liability and Data Breach Response Interlocal Agreement as created by the Texas Municipal League Intergovernmental Risk Pool. (*K Meisner, Assistant City Manager*)
Attachment: [20240813__ILA_TMLIRP Cyber Liability -DataBreach.pdf](#)

4.E Lease Agreement between MDR Commercial Properties LLC and the City of Kerrville, TX for the City's lease of a building for use by the Kerrville Fire Department for administration purposes. (*E Maloney, Fire Chief*)
Attachment: [20240813_Lease MDR_Properties_87 Coronado Dr KFD.pdf](#)

4.F General Contract between the City of Kerrville and T.F. Harper & Associates L.P. for Schreiner Park Renovations. (*A Boyle, Director of Parks and Recreation*)
Attachment: [20240813_Contract TF Harper -Schreiner Park.pdf](#)

4.G General Contract between the City of Kerrville and T.F. Harper & Associates L.P. for Guadalupe Park Renovations. (*A Boyle, Director of Parks and Recreation*)
Attachment: [20240813_Contract TF Harper - Guadalupe Park.pdf](#)

4.H City Council - Employee Benefits Trust Trustee meeting minutes July 23, 2024. (*S McElhannon, City Secretary*)
Attachment: [20240813_Minutes EBT 7-23-24.pdf](#)

4.I City Council workshop minutes July 23, 2024. (*S McElhannon, City Secretary*)
Attachment: [20240813_Minutes CC workshop 7-23-24.pdf](#)

4.J City Council meeting minutes July 23, 2024. (*S McElhannon, City Secretary*)
Attachment: [20240813_Minutes CC meeting 7-23-24.pdf](#)

4.K City Council budget workshop minutes August 7, 2024. (*S McElhannon, City Secretary*)
Attachment: [20240813_Minutes CC budget workshop 8-07-24.pdf](#)

END OF CONSENT AGENDA.

5. PUBLIC HEARING AND ORDINANCES, FIRST READING:

5.A Ordinance No. 2024-19. An Ordinance creating a "Planned Development District" (Zoning) to authorize Medium Density Residential District uses and Short-Term Rental units; consisting of Comanche Trace Phase 13, Block D, Lots 1 through 6, and more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road; and Comanche Trace Phase 18, Lots 7 through 28, and more commonly known as 4528 Comanche Trace Drive, Units 7 through 28; adopting a concept plan and conditions; and providing other matters relating to the subject. (*D Paxton, Director of Development Services*)
Attachments: [20240813_Ord 2024-19 PDD - Comanche Trace STRs.pdf](#)
[PZ 2024-16_Cody_In Favor.pdf](#)

- 5.B Ordinance No. 2024-20. An Ordinance amending Ordinance Nos. 2019-14 and 2021-25 which created and then amended a Planned Development District on an approximate 58.74 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290; generally located north of and in the 1000 to 1200 block of Thompson Drive (Spur 98); this amendment to revise the previously adopted Land Use Table; and providing other matters relating to the subject. (*D Paxton, Director Development Services*)
Attachments: [20240813_Ord 2024-20 PDD -Landing 1000-1200Thompson.pdf](#)
[20240813_Letter opposed_Johnson.pdf](#)

6. ORDINANCES, FIRST READING:

- 6.A Ordinance No. 2024-22. An Ordinance amending Chapter 2, "Administration", Article IV "Boards and Commissions", Section 2-91 "Senior Services Advisory Committee" of the Code of Ordinances of the City of Kerrville, Texas; by revising the meeting schedule; and providing other matters relating to this subject. (*K Meisner, Assistant City Manager*)
Attachment: [20240813_Ord 2024-22 SSAC revised meeting schedule.pdf](#)

7. CONSIDERATION AND POSSIBLE ACTION:

- 7.A Presentation of the Proposed Budget for Fiscal Year 2025. (*J Behrens, Director of Finance*)
- 7.B Resolution No. 31-2024. A Resolution setting forth the Ad Valorem (property) tax rate to be considered for adoption for the 2024 tax year; said rate proposed to be \$0.5595 per \$100 of assessed value; and calling a public hearing prior to the adoption of the tax rate and the Fiscal Year 2025 budget. (*J Behrens, Director of Finance*)
Attachment: [20240813_Reso 31-2024 2025 Ad Valorem Property Tax Rate.pdf](#)
- 7.C Resolution No. 35-2024. A Resolution waiving the Park Fees for International Overdose Awareness Day event within Louise Hays Park scheduled for August 31, 2024. Requested by the City of Kerrville's Recovery Community Coalition (Committee). (*A Boyle, Director of Parks and Recreation*)
Attachments: [20240813_Reso 35-2024 Waive Park fees -Overdose Awareness Day.pdf](#)
[20240813_Fee_Waive_Request_Letter.pdf](#)

8. INFORMATION & DISCUSSION:

- 8.A Presentation from Arcadia Live - Update on Kerrville's 4th on the River celebration. (*J Behrens, Director of Finance/ Larry Howard, Arcadia Theater*)
Attachments: [20240813_Report Arcadia 4th on the River.pdf](#)
[20240813_HOT Fund post report -4th on River.pdf](#)

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

- 9.A Economic Development projects (551.071, 551.087): (*D Rice, City Manager*)
- Whiskey Springs, a mixed use development
 - Tivy Commons, a mixed use development

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

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

ADJOURN.



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

SUBJECT: Proclamation of Kerrville as a tourism friendly community. (*J Herring, Mayor*)

AGENDA DATE OF: August 13, 2024

DATE SUBMITTED: August 2, 2024

SUBMITTED BY: Mayor Joe Herring, Jr.

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Present the Proclamation.



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

SUBJECT: City Council 2050 Work Plan. (*D Rice, City Manager/ A Zaroni, Management Analyst*)

AGENDA DATE OF: August 13, 2024

DATE SUBMITTED: July 31, 2024

SUBMITTED BY: Dalton Rice, City Manager

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:

Review of City Council 2050 Work Plan top priorities and SWOT analysis.

RECOMMENDED ACTION:

Presentation of Council Strategic Plan results.



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

SUBJECT: Resolution No.33-2024. A Resolution authorizing the donation of surplus Eclipse Glasses to Astronomers without Borders. *(A Boyle, Director of Parks & Recreation)*

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** August 2, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Attached is a resolution authorizing staff to donate the remainder of the solar eclipse glasses to Astronomers Without Borders (AWB). This donation, which includes shipping, is valued at approximately \$26,500. The glasses will be sent to either South America or Africa (or both) for the upcoming eclipses in October 2024 and March 2025 for those who otherwise may not have access to these resources.

RECOMMENDED ACTION:

Approve Resolution No. 33-2024.

ATTACHMENTS:

[20240813_Reso 33-2024 Surplus Eclipse Glasses - Astronomers woBorders.pdf](#)
[20240813_Eclipse_Glasses_shipping_donation.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 33-2024**

**A RESOLUTION AUTHORIZING THE DONATION OF SURPLUS
ECLIPSE GLASSES TO ASTRONOMERS WITHOUT BORDERS**

WHEREAS, the City of Kerrville ("City") organized events relating to the annular and total eclipses of October 14, 2023 and April 8, 2024, respectively (the "Events"), which involved the purchasing of eclipse glasses for distribution and sale to ensure safe viewing of the eclipses by the public; and

WHEREAS, the City did not sell or distribute all of the eclipse glasses it had purchased for the Events and currently has surplus eclipse glasses; and

WHEREAS, the City does not have a need for the surplus eclipse glasses; and

WHEREAS, Astronomers Without Borders is a nonprofit organization that accepts unused, surplus eclipse glasses to distribute in other parts of the world to allow more people to observe solar eclipses in their regions; and

WHEREAS, the City will be required to pay \$500.00 in shipping costs to transport the surplus eclipse glasses to Astronomers Without Borders; and

WHEREAS, City Council determines that donation and shipment of the eclipse glasses to Astronomers Without Borders would keep the eclipse glasses out of the landfill while at the same time bring the ability to view future eclipses to people in other parts of the world who may not otherwise be given the opportunity, which the City Council believes is an appropriate use of surplus eclipse glasses and public funds;

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

SECTION ONE. The above findings are found to be true and correct.

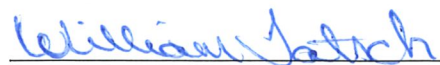
SECTION TWO. City Council authorizes a donation of the City's surplus eclipse glasses to Astronomers Without Borders and payment of \$500.00 in shipment costs.

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

Joe Herring Jr., Mayor

APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, Assistant City Attorney

Shelley McElhannon, City Secretary



**Astronomers
Without Borders**
ONE PEOPLE + ONE SKY

26500 W. Agoura Rd.
Suite 102-618
Calabasas, CA
91302

Tourism & Event Coordinator
City of Kerrville
Parks & Recreation Department

Dear Rosa,

Astronomers Without Borders (AWB) would like to request a donation of \$500 for the shipping of new eclipse glasses that the City of Kerrville purchased for the April 8, 2024 eclipse event.

Astronomers Without Borders will be using these fees to ship to a storage facility where they will remain until they are shipped out to either South America or Africa for upcoming eclipses (October 2, 2024 and March 29, 2025 respectively).

We have already contacted embassies, observatories and ministries of education in Chile, Argentina, Uruguay and South Africa to distribute them to communities that would not otherwise have access to these resources.

We will be using AWB funds to ship the glasses and then request reimbursement once we've received them. Once we receive them into our care, they may be stored for a length of time where we can target communities where they will be properly distributed along with solar safety guidelines and educational materials.

Astronomers Without Borders is a registered 501(c)(3) nonprofit organization that connects people worldwide through innovative programs that are accessible to everyone regardless of geography and culture. Combining local events with online technology and a global community, Astronomers Without Borders is a leader in promoting understanding and peaceful international relations, while also supporting outreach and education in astronomy. For more information visit: www.astronomerswithoutborders.org.

April Russell

April Russell

Astronomers Without Borders



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

SUBJECT: Resolution No. 34-2024. A Resolution authorizing the waiver of Parade and Parks fees for the Veterans of Foreign Wars Post 1480 and the Hill Country Veterans Center pursuant to events it plans to hold each year in the month of November in and around the City's Louise Hays Park. *(A Boyle, Director of Parks & Recreation)*

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 24, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Attached is a resolution authorizing staff to waive fees associated with the Veteran's Day Parade each year beginning in 2024. Councilmember Jeff Harris sponsors this agenda item.

RECOMMENDED ACTION:

Approve Resolution No. 34-2024.

ATTACHMENTS:

[20240813_ Reso 34-2024 Waiver of Parade and Park Fees.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 34-2024**

**A RESOLUTION AUTHORIZING THE WAIVER OF PARADE
AND PARKS FEES FOR THE VETERANS OF FOREIGN WARS
POST 1480 AND THE HILL COUNTRY VETERANS CENTER
PURSUANT TO EVENTS IT PLANS TO HOLD EACH YEAR IN
THE MONTH OF NOVEMBER IN AND AROUND THE CITY'S
LOUISE HAYS PARK**

WHEREAS, the Veterans of Foreign Wars Post 1480 and the Hill Country Veterans Center (the "Organizations") plan to hold a parade and public gathering in Louise Hays Park in the month of November each year; and

WHEREAS, as the events include both a parade and gathering which will utilize Louise Hays Park, multiple permits are required such as a parade permit from the Kerrville Police Department, special event permit, and rental fees from the Parks and Recreation Department; and

WHEREAS, the Organizations are requesting that City Council waive all applicable City fees for this event; and

WHEREAS, City Council determines that waiving the applicable City fees is in the public interest;

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

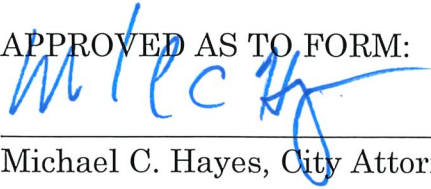
SECTION ONE. The above findings are found to be true and correct.

SECTION TWO. City Council authorizes the waiver of all applicable fees for the Organizations and their holding of a parade and public gathering to commemorate Veterans Day, to be held in and around the City's Louise Hays Park in the month of November each year.

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

Joe Herring, Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

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

SUBJECT: Construction Agreement between the City of Kerrville, Texas and RAM Utilities, LLC, for the First Street Manhole Replacement Project in the amount of \$248,524.10. (S Barron, Executive Director of Public Works and Engineering/ K Burow, Director of Engineering)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 19, 2024

SUBMITTED BY: Kyle Burow, Director Engineering

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$248,524.10	\$469,100.15	\$500,000.00	Project #71-23004

PAYMENT TO BE MADE TO: RAM Utilities, LLC

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

SUMMARY STATEMENT:

In January 2023, City Council authorized steps to begin the issuance of Revenue Bonds in an amount not to exceed \$12.5 million to be utilized in assisting the City's replacement, reconstruction, and upgrading of existing water and wastewater infrastructure. One of the higher priority projects presented to City Council for funding consideration was the Wastewater Collection System's fiberglass manhole replacement in the Quinlan lift station basin. The City hired Freeland Turk Engineering Group, LLC to provide a design recommendation and engineered construction documents for the project. The scope of this project is to replace approximately 14 existing fiberglass manhole cone sections on 1st Street, between Gilmer Street and the existing Quinlan lift station. The project was placed for advertisement and the bid opening was held July 16, 2024 and four bids were received, with RAM Utilities , LLC as the apparent low bid. Staff and the design engineer evaluated the bids and recommend awarding the base bid for a total contract amount of \$248,524.10.

RECOMMENDED ACTION:

Authorize the City Manager to finalize and execute a construction contract.

ATTACHMENTS:

[20240813_Construction Contract_RAM_Draft.pdf](#)

[20240813_Bids_First St Manhole Replacement_Bid Summary.pdf](#)

[20240813_Letter_First St Manhole Replacement_Recommendation Letter.pdf](#)

CONSTRUCTION AGREEMENT

CITY OF KERRVILLE, TEXAS

This Agreement is between CITY OF KERRVILLE, TEXAS, (Owner) and RAM Utilities, LLC, (Contractor).

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is designated as follows:

**1st Street Manhole Replacement Project
COK Project #23-010**

ARTICLE 2 – DESIGN PROFESSIONAL

- 2.01 The Design Professional for this Project is:

**Freeland Turk Engineering Group, LLC
18830 Forty Six Parkway
Building 2, Suite B
Spring Branch, Texas 78070**

ARTICLE 3 – OWNER’S REPRESENTATIVE

- 3.01 The Owner’s Representative for this Project is:

**Kyle Burow, P.E.
Director of Engineering
City Hall, 701 Main Street
Kerrville, TX 78028**

ARTICLE 4 – CONTRACT TIMES

- 4.01 Contract Times

- A. The Work is required to be substantially complete within **360** days after the date when the Contract Times commence to run as provided in the General Conditions and complete and ready for final payment in accordance with the General Conditions within **30** days after the date of Substantial Completion.

4.02 Liquidated Damages

- A. Owner and Contractor recognize that the Contract Times specified for Substantial Completion and Final Completion are of the essence in the Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed within the Contract Times specified in this Agreement as may be adjusted in accordance with the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed within the Contract Times. Accordingly, instead of requiring proof of the amount of these damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Contractor agrees to pay Owner **\$1,000** for each day that expires after the time specified in this Agreement for Substantial Completion until the Work is substantially complete.
 - 2. Contractor agrees to pay Owner **\$5,000** for each day that expires after the time specified in this Agreement for Final Completion until the Work is completed and ready for final payment in accordance with the General Conditions.
- B. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
- C. Owner will determine whether the Work has been completed within the Contract Times. Assessment of liquidated damages by the Owner does not waive the Owner's right to assess or collect additional damages which the Owner may sustain by the failure of the Contractor to perform in accordance with the terms of the Contract.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay the Contractor the following amount for completion of the Work in accordance with the Contract Documents:

Lump Sum Contract Price	\$ 248,524.10
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- 5.02 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the prices shown in this Agreement. The Contract Price has been computed in accordance with the General Conditions. Contractor acknowledges that for unit price items, estimated quantities are not guaranteed and are solely for the purpose of comparing Bids, and that

final payment will be based on actual quantities determined in accordance with the Contract Documents.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Owner's Representative per Section 01 29 00 "Application for Payment Procedures."
- 6.02 Owner will make progress payments on or about the first day of each month during performance of the Work. Payment is based on the total earned value of Work completed in the previous month in accordance with the Schedule of Values established as provided in the General Conditions.
- 6.03 Payment will be made for the total earned value of Work completed in the previous month after deducting:
 - A. Retainage calculated per this Agreement;
 - B. Set-offs determined in accordance with the General Conditions; and
 - C. The total amount of payments previously made.
- 6.04 Progress payments will be made in an amount equal to **95 percent** of the total earned value to date for completed Work and properly stored materials. The remaining 5 percent of the total earned value to date will be held as retainage. Owner may increase retainage to 15 percent if progress on the Project is considered to be unsatisfactory. Owner will deposit retainage in excess of 10 percent in an interest-bearing account. Interest earned by that account will be paid to the Contractor in accordance with in accordance with Tex. Gov't Code Chapter 2252.
- 6.05 Release or reduction in retainage is contingent upon the consent of surety to the reduction in retainage. Submit a Consent of Surety Company to Reduction of or Partial Release of Retainage form as provided by or approved by the Owner's Representative.
- 6.06 Owner will pay the remainder of the Contract Price as recommended by Owner's Representative in accordance with the General Conditions upon Final Completion and acceptance of the Work.

ARTICLE 7 – PAYMENT OF INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions will earn interest at the rate specified in Tex. Gov't Code Chapter 2251. Interest accrual will cease upon payment by the Owner.
- 7.02 No interest payments will be paid to the Contractor for invoices not paid when due as provided in the General Conditions.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 The Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:
 - 1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
 - 2. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
 - 3. Underground Facilities referenced in reports and drawings;
 - 4. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 - 5. Technical Data related to each of these reports and drawings.
- E. Contractor has considered the:
 - 1. Information known to Contractor;
 - 2. Information commonly known to contractors doing business in the locality of the Site;
 - 3. Information and observations obtained from visits to the Site; and
 - 4. The Contract Documents.
- F. Contractor has considered the items identified in Paragraphs 7.01.D and 7.01.E with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress, and performance of the Work;
 - 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - 3. Contractor’s safety precautions and programs.

- G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. Contractor has given the Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the Owner's Representative is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – ACCOUNTING RECORDS

- 9.01 Accounting Record Availability: Contractor is to establish and maintain, in accordance with generally accepted accounting practices, full and detailed accounting records of materials incorporated into the Project, and labor, tools, materials, and equipment used for the Work, consistent with the requirements of the General Conditions and as necessary for proper financial management under this Agreement. Subject to prior written notice, provide Owner reasonable access during normal business hours to Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. Preserve all such documents for a period of 3 years after the final payment by the Owner.

ARTICLE 10 – OTHER REQUIREMENTS

10.01 Workers' Compensation Insurance

- A. By signing this Agreement, Contractor certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Section 406.096(a).
- B. As required by Section 406.096(b), Contractor must require each Subcontractor to certify in writing to the Contractor that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. Contractor must provide these certifications to the Owner within 10 days of the Effective Date of the Agreement.

10.02 Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations

- A. Tex. Gov't Code Chapter 2252, Subchapter F, prohibits the award of governmental contracts to companies engaged in business with Iran, Sudan, or foreign terrorist organizations.
- B. By signing this Agreement, Contractor certifies that it is not ineligible to be awarded this Contract under Chapter 2252, Subchapter F.

10.03 Prohibition on Contracts with Certain Companies that Boycott Israel

- A. Tex. Gov't Code Chapter 2271 prohibits the award of governmental contracts to companies boycotting Israel.
- B. By signing this Agreement, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

10.04 Prohibition on Contracts with Certain Companies that Boycott Energy Companies

- A. Tex. Gov't Code Chapter 2276 prohibits the award of governmental contracts to companies boycotting energy companies.
- B. By signing this Agreement, Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

10.05 Prohibition on Contracts with Certain Companies that Boycott Firearm Entities

- A. Tex. Gov't Code Chapter 2274 prohibits the award of governmental contracts to companies boycotting firearm entities.

- B. By signing this Agreement, Contractor certifies that it does not boycott firearm entities and will not boycott firearm entities during the term of this Contract.
- 10.06 Prohibition on Contracts with Companies Related to Certain Countries: Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, CONSULTANT verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.
- 10.07 Certificate of Interested Parties: Contractor must complete and submit a Certificate of Interested Parties (Form 1295) to the Owner with the signed Agreement as required by Tex. Gov’t Code Section 2252.908.

ARTICLE 11 – VENUE

- 11.01 Contractor agrees that venue lies exclusively in Kerr County, Texas for any legal action.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 Contract Documents

- A. Specifications Sections listed in Section 00 01 10 “Table of Contents” except as specifically excluded in Paragraph 11.02.

Addenda (Numbers 00 91 01).

- B. Appendices listed in Section 00 01 10 “Table of Contents”.

The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Contract:

1. Notice to Proceed.
2. Contract Amendment(s).
3. Change Order(s).
4. Field Order(s).
5. Work Change Directive(s).

- c. There are no Contract Documents other than those listed above in this Paragraph. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

12.02 Bidding Requirements and Informational Documents

- A. The following Bidding Requirements are not Contract Documents:

1. 00 21 13 Instructions to Bidders
2. 00 41 13 Bid Form
3. 00 41 16 Bid Form Exhibit A
4. 00 43 13 Bid Bond
5. 00 45 13 Qualifications Statement

The Effective Date of the Contract is _____.

OWNER, City of Kerrville, Texas

CONTRACTOR, RAM Utilities, LLC

By: _____
Dalton Rice, City Manager

By: _____
Name/Title: LA Bankler Beck
President

ATTEST:

APPROVED AS TO FORM:

Shelley McElhannon, City Secretary

William L. Tatsch, Asst. City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO FUNDING:

Kyle Burow, Director of Engineering

Julie Behrens, Director of Finance

APPROVED AS TO INSURANCE:

Kimberly Meismer, Asst. City Manager

END OF SECTION



Freeland & Turk
ENGINEERING GROUP

FIRM F-21047

830-377-4555

PROJECT 1ST STREET MANHOLE REPLACEMENT PROJECT

DATE 7/25/2024 BID TABULATION

BID TAB

DESCRIPTION	RAM UTILITIES, LLC		RHTX CONSTRUCTION, LLC		M & C FONSECA CONSTRUCTION CO. LLC		AG3 GROUP, LLC	
		BID AMOUNT		BID AMOUNT		BID AMOUNT		BID AMOUNT
		\$248,524.10		\$271,930.00		\$324,325.00		\$489,768.00
GRAND TOTAL BID AMOUNT								

July 25, 2024

Kyle Burow, P.E., CFM
Director of Engineering
City of Kerrville
701 Main Street
Kerrville, TX 78028

Re: 1st Street Manhole Replacement Project – COK Project No. 23-010

Dear Mr. Burow:

The bids for the City of Kerrville 1st Street Manhole Replacement Project were received and opened on July 16, 2024 and verified at the City of Kerrville City Hall, by a City Representative. A total of four bid packages were received by the 3:00 p.m. deadline.

The attached bid tabulation provides the results of the responsive bidders. RAM Utilities, LLC submitted the apparent lowest responsive bid of \$248,524.10. We reviewed their bid package and determined it to be administratively complete.

FTEG reviewed the information in their bid package, and we have determined that RAM Utilities, LLC possesses the necessary qualifications to construct the referenced project. We also sought and received reference information that indicates RAM Utilities, LLC has performed satisfactorily on similar projects.

Therefore, Freeland Turk recommends the City of Kerrville award the contract for the 1st Street Manhole Replacement Project to RAM Utilities, LLC for the contract amount.

If you have any questions, please call me at (713) 419-5181.

Sincerely,



Melanie Norris, P.E.

Attachment: Bid Tabulation, Bid, References



Freeland & Turk
ENGINEERING GROUP

FIRM F-21047

830-377-4555

PROJECT 1ST STREET MANHOLE REPLACEMENT PROJECT

DATE 7/25/2024 BID TABULATION

BID TAB

DESCRIPTION	RAM UTILITIES, LLC		RHTX CONSTRUCTION, LLC		M & C FONSECA CONSTRUCTION CO. LLC		AG3 GROUP, LLC	
		BID AMOUNT		BID AMOUNT		BID AMOUNT		BID AMOUNT
		\$248,524.10		\$271,930.00		\$324,325.00		\$489,768.00
GRAND TOTAL BID AMOUNT								

255pm
CITY OF KERRVILLE
131 STREET MANHOLE REPLACEMENT

"BID ENCLOSED"

RAM UTILITIES
5511 DIETRICH
SAN ANTONIO, TX 78219

00 41 13 BID FORM

BID RECIPIENT

Bidder submits this Bid to:

**City of Kerrville
City Hall
701 Main Street
Kerrville, Texas 78028
Attention: City Secretary**

BIDDER'S ACKNOWLEDGMENTS

Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner on the form included in the Contract Documents and to perform all Work specified or indicated in Contract Documents for the Contract Price indicated in this Bid or as modified by Contract Amendment. Bidder agrees to complete the Work within the Contract Times established in the Agreement or as modified by Contract Amendment and comply with the all other terms and conditions of the Contract Documents.

Bidder accepts all of the terms and conditions of Section 00 11 16 "Invitation to Bid" and Section 00 21 13 "Instructions to Bidders."

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.

Bidder acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt
01	06/26/2024	AIABB

BIDDER'S REPRESENTATIONS

Bidder has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied the following Site-related reports and drawings as identified in the Supplementary Conditions:

Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;

Drawings of physical conditions relating to existing surface or subsurface structures at the Site;

Underground Facilities referenced in reports and drawings;

Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and

Technical Data related to each of these reports and drawings.

Bidder has considered the:

Information known to the Bidder;

Information commonly known to contractors doing business in the locality of the Site;

Information and observations obtained from visits to the Site; and

The Contract Documents.

Bidder has considered the items identified in Paragraphs 3.04 and 3.05 with respect to the effect of such information, observations, and documents on:

The cost, progress, and performance of the Work;

The means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and

Bidder's safety precautions and programs.

Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents based on the information and observations referred to in the preceding paragraphs.

Bidder is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

Bidder has given the Design Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Contract Documents, and the written resolution provided by the Design Engineer is acceptable to the Bidder.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Bidder's submittal of a Bid constitutes an incontrovertible representation that, without exception, all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents at the unit prices shown in the attached in Section 00 41 16 "Bid Form Exhibit A":

Extended amounts have been computed in accordance with the General Conditions.

Bidder acknowledges that the estimated quantities are not guaranteed, and final payment for all unit price items will be based on actual quantities provided, measured as provided in the Contract Documents.

Unit prices will be used to compute the actual Bid price.

TIME OF COMPLETION

Bidder agrees that the Work will be Substantially Complete and will be completed and ready for final payment in accordance with the General Conditions within the number of calendar days indicated in Section 00 52 13 "Agreement."

ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

Section 00 41 16 "Bid Form Exhibit A." Online format.

Section 00 43 13 "Bid Bond."

Section 00 45 01 "Nonresident Bidders."

Section 00 45 02 "Non-Collusion Certification."

Section 00 45 03 "Conflict of Interest Questionnaire."

Section 00 45 04 "State Sales Tax Requirements."

VENUE

Bidder agrees that venue will lie exclusively in Kerr County, Texas for any legal action.

BID DELIVERY

This Bid is offered by:

Bidder: RAM Utilities, LLC.
(typed or printed name of organization)

Signature: ARB
(individual's signature)

Name: LA Bankler Beck
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:

5511 Dietrich Rd

San Antonio, TX 78219

Phone: 210-633-0871 Email: la@ram2.net

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

END OF SECTION

00 41 16 **BID FORM EXHIBIT A**

BASE BID					
Item No.	Description	Estimated Quantity	Unit	Unit Price:	Extended Price:
	GENERAL CONDITIONS (MOB, INS, BOND)	1	LS	\$22,593.10	\$22,593.10
	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	\$6,480.00	\$19,440.00
	PROJECT SIGNS	2	EA	\$894.00	\$1,788.00
	ROADWAY EXCAVATION AND SUBGRADE PREPARATION (6")	1,100	SY	\$12.00	\$13,200.00
	HOT MIX ASPHALTIC SURFACE (2" TY D)	1,100	SY	\$60.00	\$66,000.00
	HOT-MIXED ASPHALT STABILIZED BASE (4" TY B)	1,100	SY	\$48.00	\$52,800.00
	CONCRETE CURB	35	LF	\$35.00	\$1,225.00
	CONCRETE APRON (WATER VALVE)	4	EA	\$1,003.00	\$4,012.00
	CONCRETE APRON (CLEANOUT)	2	EA	\$1,425.00	\$2,850.00
	CONCRETE APRON (MANHOLE)	2	EA	\$1,250.00	\$2,500.00
	FIBERGLASS CONE REPLACEMENT (4' DIA), COMPLETE W/ CONCRETE APRON	1	EA	\$4,438.00	\$4,438.00
	FIBERGLASS CONE REPLACEMENT (6' DIA), COMPLETE W/ CONCRETE APRON	9	EA	\$6,112.00	\$55,008.00
	EROSION CONTROL	1	LS	\$2,670.00	\$2,670.00
TOTAL BASE BID:					\$248,524.10

END OF SECTION

00 45 01 NONRESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contracts to nonresident bidders. This chapter provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- ☒ Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in Texas.
- ☐ Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Any determination of state bidder preference law will be based on the Texas Comptroller’s annual summary of other state bidder preference laws.

Bidder: RAM Utilities, LLC.
(typed or printed name of organization)

Signature: 
(individual’s signature)

Name: LA Bankler Beck
(typed or printed)

Title: President
(typed or printed)

Business Address:

5511 Dietrich Rd.

San Antonio, TX 78219

Phone: 210-633-0871 Email: LA Bankler Beck

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

END OF SECTION

00 45 02 NON-COLLUSION CERTIFICATION

STATE OF TEXAS §

COUNTY OF BEXAR §

Owner: **City of Kerrville**
 701 Main Street
 Kerrville, Texas 78028

Contract: **City of Kerrville 1st Street Manhole Replacement Project**
 COK Project #: 23-010

Bidder certifies that it has not been a party to any collusion among Bidders in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the Owner as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Bidders and any official of the Owner concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Certified this 16th day of July 20 24 .

Bidder: LA Bankler Beck
 (typed or printed name of organization)

Signature: 
 (individual's signature)

Name: LA Bankler Beck
 (typed or printed)

Title: President
 (typed or printed)

Business Address:

5511 Dietrich Rd.

San Antonio, TX 78219

Phone: 78219 Email: LA@ram2.net

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 ☐ **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1)**

7



Signature of vendor doing business with the governmental entity

7/16/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

END OF SECTION

00 45 04 STATE SALES TAX REQUIREMENTS

Comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Bidder hereby certifies that the Contract Price is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2) \$ 248,524.10
Taxable products, materials, and services (See Note 3) \$ _____
Total (See Note 4) \$ _____

OBidder: RAM Utilities, LLC.
(typed or printed name of organization)

Signature: ARBG
(individual's signature)

Name: LA Bankler Beck
(typed or printed)

Title: President
(typed or printed)

Business Address:

5511 Dietrich Rd.

San Antonio, 78219

Phone: 210-633-0871 Email: jeff@ram2.net

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

Notes:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the facilities constructed for the Owner or are necessary and essential for the performance of the Work and are completely consumed at the Site. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in the performance of the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the Work or the service is integral to the performance of the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the Owner's facilities or are not consumed by construction as defined above. Machinery or equipment and its accessories and repair and replacement parts used in the performance of the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Price.

END OF SECTION



MERCHANTS BONDING COMPANY (MUTUAL) · MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE · DES MOINES, IOWA 50321-1158 · (800) 678-8171 · (515) 243-3854 FAX

Bond No.: N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we
RAM Utilities, LLC

as Principal, hereinafter called the Principal, and
Merchants Bonding Company (Mutual)

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Kerrville, Texas

as Obligee, hereinafter called the Obligee, in the sum of
Ten Percent of Greatest Amount Bid Dollars (10% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
1st Street Manhole Replacement Project.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.


Signed and sealed this **16th** day of **July, 2024**.

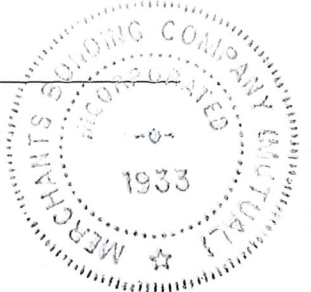
PRINCIPAL:
RAM Utilities, LLC



Name:
Title:

SURETY:
Merchants Bonding Company (Mutual)


Felix Navejar, Attorney-in-Fact





MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Please send all notices of claim on this bond to:

Merchants Bonding Company (Mutual) / Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, Iowa 50306-3498

(515) 243-8171
(800) 678-8171

Physical Address: 6700 Westown Parkway, West Des Moines, Iowa 50266

Obligee: City of Kerrville, Texas
Project: 1st Street Manhole Replacement Project
Principal: RAM Utilities, LLC
Bid Bond



POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Clem F Lesch; Eric Lesch; Felix Navejar; Melissa Lesch

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



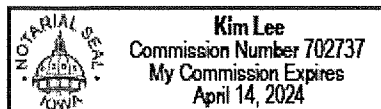
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



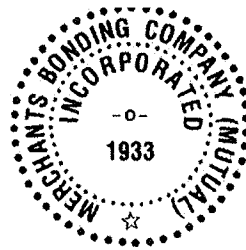
Kim Lee

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of July, 2024.



William Warner Jr.
Secretary



POA 0018 (10/22)

From: City of Pearsall Public Works director
Hector Gandara
(830) 334-3646

Date: 7/23/2024

By: Aleskar Villarreal

Subject: 1ST STREET MANHOLE REPLACEMENT PROJECT

1. Did Contractor provide scope of work on-time and on-budget?

A: Absolutely, finished project ahead of schedule

2. Did contractor quality of performance meet your expectations and job specifications?

A: exceeded expectations on a retrofit project of one of our clarifiers. There was a 3rd party inspector from Utah that was impressed with their work, passed through first round of inspections

3. Did contractor have any equipment issues?

A: not that I knew of

4. Have you had any warranty issues?

A: none so far, some of the work they did back in 2017 is still working well

5. Would you use/recommend Contractor for future projects?

A: Absolutely, I would highly recommend them.

From: Ardurra Engineering – City of Bandera, City of Leon Valley
Jonathan Teafatiller
(903)–820-6584

Date: 7/24/2024

By: Aleskar Villarreal

Subject: 1ST STREET MANHOLE REPLACEMENT PROJECT

1. Did Contractor provide scope of work on-time and on-budget?

A: Yes they did

2. Did contractor quality of performance meet your expectations and job specifications?

A: They did fine

3. Did contractor have any equipment issues?

A: no issues

4. Have you had any warranty issues?

A: none to date

5. Would you use/recommend Contractor for future projects?

A: Yes I would, they have done good work in the past 5-7 years that I have worked with them.

From: Spaw Glass, Texas Health and Human Services
Alan Brietzke
(210) 889-2300

Date: 7/25/2024

By: Aleskar Villarreal

Subject: 1ST STREET MANHOLE REPLACEMENT PROJECT

1. Did Contractor provide scope of work on-time and on-budget?

A: Yes

2. Did contractor quality of performance meet your expectations and job specifications?

A: yes

3. Did contractor have any equipment issues?

A: none that I remember

4. Have you had any warranty issues?

A: no. Had a few things come up that they came back to remedy very quickly

5. Would you use/recommend Contractor for future projects?

A: Yes I would.



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

SUBJECT: Cyber Liability and Data Breach Response Interlocal Agreement as created by the Texas Municipal League Intergovernmental Risk Pool. (*K Meismer, Assistant City Manager*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 29, 2024

SUBMITTED BY: Kimberly Meismer, Assistant City Manager

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$1,875.00	N/A	N/A	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	F - Public Facilities and Services
Guiding Principle	N/A
Action Item	F5.3 - Establish a forum for nonprofit organizations and agencies to communicate and collaborate with the City to develop and expand community-oriented services as growth may demand

SUMMARY STATEMENT:

In 2016, the TMLIRP recognized its Members' growing cyber liability exposure and began providing complimentary coverage to members with either General Liability or Real & Personal Property Coverage. Kerrville had both coverages with TMLIRP and took advantage of the complimentary coverage. Later, as exposure increased, the TMLIRP began charging a minimal amount for the coverage.

Future cybercriminal activity is impossible to predict, which means neither the TMLIRP nor any other insurer can relay on past patterns and trends to predict future losses. The TMLIRP Board of Trustees recently approved the TMLIRP formation of a new Cyber Fun and updated Cyber Liability and Data Breach Response Coverage, effective October 1, 2024, for those Members who opt-in and sign the Cyber Liability Interlocal Agreement.

This item is to consider approval of an Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool and the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan for the purposes of handling all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement to be effective October 1, 2024.

RECOMMENDED ACTION:

Staff recommends approval of the Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool and the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan for the purposes of handling all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement to be effective October 1, 2024.

ATTACHMENTS:

[*20240813__ILA_TMLIRP Cyber Liability -DataBreach.pdf*](#)

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name CITY OF KERRVILLE

Name of Contact KIMBERLY MEISMER Title ASSISTANT CITY MANAGER

Mailing Address 701 MAIN ST, KERRVILLE, TX 78028 Email Address Kim.meismer@kerrville.tx.gov

Street Address (if different from above) N/A

City _____ Zip _____ Phone _____

Kimberly Meismer
SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Assistant City Manager Title 7/29/2024 Date

Member's Federal Tax I.D. Number 74-6001490

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____

Texas Municipal League
Intergovernmental Risk Pool

Cyber Liability and Data Breach Response Interlocal Agreement

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO CONTENT:

Kimberly Meisner
Kimberly Meisner, Asst. City Manager

APPROVED AS TO FORM:

William L. Tatsch
William L. Tatsch, Asst. City Attorney



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

SUBJECT: Lease Agreement between MDR Commercial Properties LLC and the City of Kerrville, TX for the City's lease of a building for use by the Kerrville Fire Department for administration purposes. (*E Maloney, Fire Chief*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** August 1, 2024

SUBMITTED BY: Eric Maloney, Fire Chief

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
40,000.00	40,000	41,646.00	01-0121-3400

PAYMENT TO BE MADE TO: MDR Commercial Properties, LLC

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

SUMMARY STATEMENT:

The Kerrville Fire Department Administration is leasing office space at 87 Coronado Drive. The current 10-year agreement expires on September 30, 2024. We are requesting a 10-month renewal followed by a monthly renewal at the cost of \$4,000 per month. The cost will increase an additional 5% after October 1, 2025. The Public Safety Facility is scheduled for completion in the summer of 2025 and tentatively planning to move Fire Administration offices by the end of the 10-month term.

The cost for the 10-month term is \$40,000 then \$4,000 per month until relocated to the new Public Safety Facility. This agreement meets the City of Kerrville Purchasing Policy under Lease Purchase Agreement with a potential of over the \$50,000 threshold requiring City Council approval.

RECOMMENDED ACTION:

Authorize the City Manager to negotiate and finalize the Agreement.

ATTACHMENTS:

[20240813_Lease MDR_Properties_87 Coronado Dr KFD.pdf](#)

LEASE AGREEMENT
(87 Coronado Drive)

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF KERR §

This Lease Agreement ("Lease") is made and entered into by and between MDR COMMERCIAL PROPERTIES LLC ("Lessor"), and the CITY OF KERRVILLE, TEXAS, ("Lessee"), witness as follows:

I. LEASED PREMISES

In consideration of the rents herein provided and the terms, provisions, and covenants herein contained, Lessor hereby leases, lets, and demises to Lessee the following described real property and improvements as located within the City of Kerrville, Kerr County, Texas, to-wit:

Lot 4A of Block Two (2) of Kerrville-West Business Park, a subdivision in Kerrville, Kerr County, Texas, according to the plat thereof recorded in Vol. 5, Page 9, and replat thereof recorded in Vol. 5, Page 57, Real Property Records of Kerr County, Texas, and more commonly referred to as 87 Coronado Drive ("Leased Premises").

II. TERM

The Lease commences on the 1st day of October 2024, and, unless terminated in accordance with another provision here, will terminate on the 31st day of July 2025. This Lease shall automatically extend monthly unless and until Lessee provides Lessor with at least 30 days' notice of Lessee's intent to terminate the Lease, but the automatic monthly extension shall not extend past March 31, 2026 regardless of whether Lessee provided notice to terminate.

III. RENTAL

Lessee shall pay Lessor \$4,000.00 each month in advance. Said rate will automatically increase as of October 1, 2025, to reflect a 5% increase. Thereafter, each year on October 1, said rate shall automatically increase 2% until the Lease terminates. Such rates are as specified in **Exhibit A**. Rent is due and owing from Lessee to Lessor on or before the 1st day of each month in an amount as heretofore specified. All such rental payments shall be paid to Lessor at Lessor's address as herein specified. Lessee shall pay a late charge of \$25.00 for any monthly rental

payment which is not paid by Lessee within ten (10) days after the same is due as specified herein.

IV. USE

Lessee may use the Leased Premises for the administration and operation of the City of Kerrville Fire Administration and EMS and all other purposes incidental to its authority as a municipal government under existing or future law and shall not use the same for any other purpose without first obtaining written consent of Lessor. Should Lessee assign or sublet any portion of the Leased Premises, the permissible use by such assignee or sublessee(s) shall be any use acceptable to Lessee.

V. MAINTENANCE

Lessor shall, at Lessor's cost and expense, throughout the term of this Lease, keep and maintain in good repair the foundation, exterior walls and doors, roof, glass (including plate glass) and all other portions of the building, sidewalks, driveways, and parking area located upon the Leased Premises, except for those repairs and maintenance which are required to be performed by Lessee hereunder. Lessee shall be responsible for the maintenance and repair of the interior glass, interior doors, interior door closure devices, interior door frame moldings, and interior locks and hardware on that portion of the property occupied by Lessee. Lessee shall provide usual and normal routine cleaning, maintenance, and repair to plumbing fixtures or the water heater. In the event of failure of plumbing fixtures or the water heater or any major component thereof, Lessor shall repair or replace such fixture, appliance, or major component thereof. Lessee shall change air conditioning filters monthly. Lessor shall perform routine maintenance of the HVAC system. Lessor shall repair or replace failed HVAC parts or equipment. Lessor further agrees to maintain all gas, water, and electrical lines inside any portion of the Leased Premises. Lessor shall not be required to make any repairs occasioned by the negligent acts or omission of Lessee, or Lessee's employees, licensees, and invitees. If any repairs required to be made by Lessee hereunder are not made within ten (10) days after written notification hereof delivered to Lessee by Lessor, then Lessor may, at its option, make such repairs and Lessee shall pay to Lessor upon demand as additional rent hereunder, the cost of such repairs. Lessee shall keep the sidewalks, driveway, and parking areas utilized by Lessee and Lessee's employees, licensees, and invitees, in a clean and orderly condition. No property of any kind or trash or rubbish may be stored in front of the building. Lessee shall notify Lessor immediately of any needed emergency repairs to the Leased Premises. Lessee agrees to give Lessor written notice of any needed repairs required to be performed by Lessor hereunder, and Lessor shall make such repairs within ten (10) days after receipt of such written notice. If any repairs required to be made by Lessor hereunder are not made within ten (10) days after such written notice, then Lessee may, at its options, make such repairs and Lessee shall reduce rent hereunder in an amount equal to the cost of such

repairs. At the termination of this Lease, Lessee shall deliver up the Leased Premises in as good condition as at the beginning of the term of this Lease, natural deterioration, depreciation, and wear and tear excepted.

VI. ACCEPTANCE OF PREMISES

Lessee has examined the Leased Premises and determined the same to be fit and proper for the purpose of Lessee's intended use and Lessee hereby accepts the Leased Premises in their present condition, subject only to the alterations or modification as specified herein.

VII. HAZARD INSURANCE

Lessor, at Lessor's sole cost and expense, shall maintain a fire and extended hazard insurance policy of the building on the Leased Premises in an amount of not less than 80% of the value of such building and fixtures attached thereto. Lessee, at Lessee's sole cost and expense, shall maintain any hazard insurance coverage desired by Lessee on any personal property, equipment, and contents of Lessee placed in or on the Leased Premises.

VIII. TAXES

Lessor shall pay, if any and as they become due, all ad valorem taxes and real estate taxes which accrue against the Leased Premises during the term hereof and Lessor agrees to indemnify and hold Lessee harmless from the payment thereof.

IX. UTILITIES

Lessor shall be responsible for obtaining and maintaining all utility services to the Leased Premises. Lessee shall pay all charges for water, electricity, telephone, cable, internet, and other utility services requested by and furnished to Lessee on the Leased Premises and shall carry all such utilities in Lessee's name.

X. ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right, after first obtaining the written consent of Lessor, and at Lessee's expense, to make such alterations, additions, and improvements to the Leased Premises as Lessee may desire and as may have been approved by Lessor. All such alterations, additions, and improvements shall thereafter constitute part of the Leased Premises and shall not be removed by Lessee upon termination or any renewal hereof.

XI. UNLAWFUL USE

Lessee shall comply with all laws, ordinances, orders, rules, and regulations of all state, federal, municipal, and other agencies and bodies having any jurisdiction thereof relating to the use, condition, or occupancy of the Leased Premises. Lessee agrees that the Leased Premises will not be used in any manner which would violate the provisions of any insurance policy on any improvements on the Leased Premises or be deemed an extra-hazardous risk.

XII. QUIET ENJOYMENT

Lessor warrants that Lessor has full right to execute and perform this Lease and to grant the estates demised herein or to be conveyed hereunder and that Lessee, upon the payments of the rents herein required, and the performance of all the terms, conditions, covenants, and agreements herein contained, shall peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease.

XIII. ACCESS

Lessor shall have access to the Leased Premises at all reasonable times for the purpose of inspection and making repairs to the building that Lessor deems necessary for the safety and preservation of the Leased Premises.

XIV. LIABILITY

Lessor shall not be liable to Lessee or to Lessee's agents, employees, guests, licensees, customers, or any other person for damage to personal property cause by any act of omission or neglect of Lessee or Lessee's agents, employees, representatives, assignees, or subtenants, and Lessor shall not be liable for any injury, damage, or loss claimed by Lessee, or any agent, employee, licensee, invitee, customer, or guest of Lessee, or any other person in, or about the Leased Premises, on the sidewalks, parking area, in or around buildings on which the Leased Premises are located, which results from cause or causes except the negligence or misconduct of Lessor, or Lessor's agents, employees, representatives, or assignees. Lessee, to the extent allowed by state law, agrees to hold Lessor harmless from all such damage, loss, and injury occasioned by or as a result of negligence or misconduct of Lessee, or Lessee's agents, servants, employees, representatives, guests, licensees, invitees, and customers. Lessee further agrees to hold Lessor harmless, to the extent allowed by state law, from any and all fines, claims, demands, and actions of any kind or character resulting from or brought about by reasons of Lessee's operation or Lessee's activities on the Leased Premises. Lessee shall not be liable to Lessor or to Lessor's agents, employees, guests, licensees, customers, or any other persons for damage to personal property caused by an act, omission, or neglect of Lessor or Lessor's agents, employees, representatives, and assignees, and Lessee shall not be liable for any

injury or damage or loss sustained by Lessor, or any agent, employee, licensee, invitee, customer, or guest of Lessor, or any other person, occurring in, on, or about the Leased Premises, on the sidewalks, parking area, in or around the buildings on which the Leased Premises are located, which results from any cause or causes except the negligence or misconduct of Lessee. Lessor agrees to hold Lessee harmless from any and all such damage, loss, and injury occasioned by or as the result of the negligence or misconduct of Lessor, or Lessor's agents, servants, employees, representatives, guests, licensees, invitees, and customers. Lessor further agrees to hold Lessee harmless from any and all fines, claims, demands, and actions of any kind or character resulting from or brought about by reason of Lessor's operation of Lessor's business or Lessor's activities on the Leased Premises.

XV. ASSIGNMENT OR SUBLEASE

Lessee may not assign or sublet the Leased Premises, in whole or in part, without prior written consent of Lessor.

XVI. DAMAGED PREMISES

Lessee shall, in case of fire or other casualty, give immediate notice to Lessor who shall thereupon cause the damage to be repaired forthwith. If any portion of the Leased Premises is rendered unfit for occupancy, the rent shall be apportioned for the period of time required to make the repairs, according to the part of the Leased Premises, if any, which remains unusable by Lessee. If the entire building shall be substantially destroyed, or that portion of the building occupied by Lessee shall be substantially destroyed, then within thirty (30) days after the fire or other casualty, either Lessor or Lessee may cancel this Lease by notice in writing to the other, effective as of the date of the mailing of the written notice, except that the rent shall be apportioned as of the date of the fire or other casualty.

XVII. REMEDIES

In the event of the breach of either Lessor or Lessee of any of the agreements, conditions, covenants, or terms hereof, either Lessor or Lessee shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity as if specific remedies, or reimbursements were not herein provided. Furthermore, the rights and remedies given Lessor and Lessee in this Lease are distinct, separate, and cumulative rights and remedies, and no one of them, whether or not exercised by either Lessor or Lessee, shall be deemed to be an exclusion of any of the others.

XVIII. DEFAULT

Default hereunder by Lessee or Lessor shall be effective only after written notice of same has been provided to the party alleging such default. In case any installment of rent due hereunder shall not be paid when due and such default shall continue for a period of ten (10) days after written demand for such rent has been made by Lessor to Lessee, then Lessor shall have the right, at Lessor's option to terminate this Lease by written notice to Lessee. If either party hereto shall fail to perform any other material obligation of such party herein set forth and such failure continues for a period of more than thirty (30) days after written notice and demand for the performance of such obligations to the other party, the party not in default shall have the right, at such party's option, to terminate this Lease by written notice to the party in default. In the event Lessee shall be in default and Lessor should elect to terminate this Lease in accordance with the terms herewith, Lessor may immediately or at any time after such termination re-enter said premises and remove all persons therefrom.

XIX. WAIVER OF BREACH

Failure of either Lessor or Lessee to declare any default immediately on the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but either Lessor or Lessee shall have the right to declare any such default at any time and take such action as might be authorized hereunder or lawful, either at law or in equity.

XX. ATTORNEY'S FEES

In the event that either Lessor or Lessee makes default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and either Lessor or Lessee places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due, or recovery of the possession of the Leased Premises in the hands of an attorney or files suit upon the same, the party in default agrees to pay to the party not in default reasonable attorney's fees for the services of such attorney, and all costs and expenses incurred by such attorney incurred in connection therewith.

XXI. CREATION OF LIENS BY LESSEE

Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the present or other estate of the Leased Premises, or upon any of the buildings or improvements thereon, except as may be herein expressly provided. Should any such lien be created or filed, Lessee, at Lessee's cost and expense, shall liquidate and discharge the same in full, and should

Lessee fail to discharge the same, such failure shall constitute a failure of Lessee's covenants herein.

XXII. SIGNS

Lessee shall have the right to place one or more signs in or on the Leased Premises or building to indicate the Leased Premises as the location of Lessee's operations. Such signs and the location thereof must be approved by Lessor prior to the installation of same and Lessor agrees that he will not withhold such approval unreasonably. Additionally, all such signs shall comply with local sign regulations.

XXIII. RIGHT OF FIRST REFUSAL TO PURCHASE

In the event Lessor receives from a third party, at any time during the term of this Lease, a bona fide offer to purchase all or any portion of the Leased Premises or the entire building and premises owned by Lessor of which the Leased Premises comprise a part, and Lessor decides to sell such premises for the amount as specified, Lessor shall promptly give written notice to Lessee of the terms of the offer and Lessor's willingness to sell for the price offered. Upon receipt of such notice, Lessee shall have the option and privilege of purchasing the Leased Premises at the stated price and terms and must notify Lessor in writing within fifteen (15) days after the date Lessee receives notice from Lessor whether it will purchase the Leased Premises for the amount and on the terms specified in the offer. In the event Lessee elects not to purchase the Leased Premises within the specified fifteen (15) day period at the price specified by the third party's offer, Lessor may thereafter sell the premises to the party making the offer, subject to Lessee's continuation of a leasehold estate granted by this Lease. If for any reason the Leased Premises, or any portion thereof, are not sold to such party, notice of any subsequent bona fide offer(s) acceptable to Lessor must be given to Lessee upon the same terms and conditions for acceptance or refusal as above provided.

XXIV. TERMINATION

Unless in conflict with another provision, either party may terminate this Agreement at any time upon providing the nonterminating party with at least one hundred eighty (180) days' notice of the termination date prior to such date. Upon notice of termination, Lessor may place a "For Lease" sign on the property and show the property to potential lessees during normal business hours without notice. Should Lessor need to show the property outside of normal business hours, Lessor must notify the Fire Chief or his designee before doing so.

XXV. NOTICE

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set forth below or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

LESSEE:
CITY OF KERRVILLE
Attn: City Manager
701 Main Street
Kerrville, Texas 78028
(830) 257-8000
Dalton.Rice@kerrvilletx.gov

LESSOR:
MDR COMMERCIAL
PROPERTIES, LLC
Attn: Moshe Draznin
200 River Valley Road
Ingram, TX 78025
(210) 367-4646
advanc1@ktc.com

XXVI. PLACE OF PERFORMANCE

The terms of this Lease are performable and shall be performed in Kerr County, Texas.

XXVII. NON-APPROPRIATION OF FUNDS

Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for the Lessee's payment of rent due under this Lease, Lessee will immediately notify Lessor or its assigned in writing of such occurrence and this Lease shall terminate on the last day of the fiscal period (September 30) for which appropriations have been received or made without penalty or expense to Lessee, except as to (1) the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted and (2) Lessee's other obligations and liabilities under this Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Leased Premises to Lessor or its assignee on the date of such termination in the manner set forth in Section V. hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Leased Premises. Notwithstanding the foregoing, Lessee agrees that it will not cancel this Lease and this Lease shall not terminate under the provisions of this Section if any funds are appropriated to it, or by it, for the lease of the Leased Premises for the administration and operation of the City of Kerrville Fire Administrative and EMS offices for the fiscal period in which such termination would have otherwise occurred. This Section will not be construed so as to permit Lessee to terminate this Lease in order to

purchase, lease, rent, or otherwise acquire the use of any other Leased Premises for the administration and operation of the City of Kerrville Fire Administrative and EMS offices.

XXVIII. GENERAL

This Lease may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

EXECUTED this the _____ day of _____, 2024.

LESSOR:

LESSEE:

MDR COMMERCIAL PROPERTIES, LLC

CITY OF KERRVILLE

Moshe Draznin, Manager

Dalton Rice
City Manager

Jennie Lin Draznin, Manager

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

DocuSigned by:
Julie Behrens
92CD81ADCEDA4BA...
Julie Behrens, Director of Finance

APPROVED AS TO FORM:

William L. Tatsch
William L. Tatsch
Assistant City Attorney

EXHIBIT A

City of Kerrville
Fire Admin Lease

5% for 2025
and 2%

Previous beginning
rate was 2026

	Annual Cost	# Sq Ft	Price per Sq Foot Per Year	Sq Foot per Month
\$3,711.83 (monthly)				
2024	\$4,000.00	5115	\$9.38	\$0.78
2025	\$4,200.00	5115	\$9.85	\$0.82
2026	\$4,284.00	5115	\$10.05	\$0.84
2027	\$4,369.68	5115	\$10.25	\$0.85



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

SUBJECT: General Contract between the City of Kerrville and T.F. Harper & Associates L.P. for Schreiner Park Renovations. *(A Boyle, Director of Parks and Recreation)*

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** August 2, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$344,480.83	\$800,000.00	\$800,000.00	N/A

PAYMENT TO BE MADE TO: T.F. Harper & Associates L.P.

Kerrville 2050 Item?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

Attached is the contract for renovating and installing a new playground at Kerrville-Schreiner Park. This project is funded by the \$800,000 allocation from the EIC sales tax revenue bond, which was approved by the City Council on July 23, 2024. The City Council and EIC have reviewed and approved the project on multiple occasions, and this final approval will allow us to proceed.

The scope of work includes removing the existing playground and installing a new one, complete with an artificial turf fall zone and a shade structure.

The selected vendor is part of a purchasing cooperative and complies with our purchasing policy. Due to the contract cost, City Council approval is required.

RECOMMENDED ACTION:

Authorization for the City Manager to finalize and execute the contract.

ATTACHMENTS:

[20240813_Contract TF Harper -Schreiner Park.pdf](#)

GENERAL CONTRACT
T.F. Harper & Associates L.P. / Schreiner Park Renovations

THIS CONTRACT, entered into this ____ day of _____, 2024, by and between the **City of Kerrville, Texas**, hereinafter referred to as the "City" or "Owner," and **T.F. Harper & Associates L.P.**, a Texas Limited Partnership, hereinafter referred to as the "Contractor," is made for the following considerations:

1. The Contractor shall perform all work described in the proposal, attached hereto as **Exhibit A**, and incorporated herein by reference, in accordance with plans and specifications provided to Contractor by City. The playground equipment shall be in the color of "Forrester," and the shade structure shall have posts of "Sepia Brown" and fabric of "Brunswick Green." In the event that the attached proposal fails to provide details related to the work to be performed, the work shall be performed in accordance with the directions of the Owner's Representative **in the amount of \$344,480.83**.
2. Whenever the words "Owner's Representative" or "representative" are used in this contract, they shall be understood as referring to Ashlea Boyle, Director of Parks and Recreation, or to such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular capacity under this agreement.
3. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meanings shall be held to refer to such recognized standards.
4. The Contractor shall comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract, including the pulling of required permits.
5. All work shall be done and all materials furnished in strict conformity with the contract.

6. The Owner's Representative:
- a. may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents;
 - b. will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto; and
 - c. will not be responsible for the Contractor's failure to perform the work in accordance with the contract.
7. All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall be understood to mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications. It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.
8. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.
9. **THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION,**

SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.

10. CONTRACTOR AGREES THAT IT WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. When Owner so requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
11. CONTRACTOR UNDERSTANDS AND AGREES THAT THE CITY IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING CONTRACTOR OR ANY ENTITIES OR PARTIES ASSOCIATED WITH CONTRACTOR. THEREFORE, CITY SHALL NOT INDEMNIFY, HOLD HARMLESS, OR GUARANTEE TO MAKE WHOLE CONTRACTOR RELATING TO ANY CLAIMS OF ANY NATURE THAT COULD BE RAISED AGAINST CONTRACTOR ARISING OUT OF THE SERVICES SUBJECT TO THIS AGREEMENT.
12. Contractor shall carry insurance in the following types and amounts for the duration of this contract and furnish copies of policies and all policy endorsements as evidence thereof to Owner through Owner's representative:
 - a. To the extent required by Texas Labor Code §406.096, certify to the Owner by his signature below that Contractor has in effect workers' compensation insurance to cover Contractor's employees;
 - b. Commercial General Liability Insurance with a minimum bodily injury, property damage, fire damage, and premises operations liability, in an amount not less than \$1,000,000.00 combined single limit, per occurrence, and \$2,000,000 aggregate. This coverage must protect the public or any person from injury or property damages sustained by reason of Contractor or its employees providing the services. The general aggregate must be \$2,000,000. The policy must also provide contractual liability coverage for liability assumed under this contract, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the Owner.

- c. The insurance required by this Agreement must be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

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

In the case of any work sublet, Contractor shall require subcontractor(s) and independent contractor(s) working under the direction of either Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of Contractor.

13. It is agreed by and between the parties that a Performance Bond and a Payment Bond shall be furnished by the Contractor in favor of Owner. The Performance Bond and Payment Bond shall be executed by a surety company authorized to do business in the State of Texas, and copies of the Performance Bond and Payment Bond shall be provided to the Owner's representative before any work is commenced.
14. Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned materials within a reasonable time after a written notice by the Owner, Owner may remove and replace it at Contractor's expense.
15. Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and it shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.

16. The Owner may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
- a. Defective work not remedied.
 - b. Claims filed or reasonable evidence indicating possible filing of claims.
 - c. Failure of the Contractor to make payments promptly to subcontractors or for material or labor that the Owner may pay as an agent for the Contractor.
 - d. Damages to another contractor or subcontractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld because of them, payment will be issued subject to paragraph number 18.

17. This contract may not be assigned in any way without the specific, written consent of the Owner.
18. Owner shall pay Contractor \$172,240.41 upon execution of this Agreement. Owner will retain \$172,240.42, which it will pay after all work is completed by the Contractor and the Owner has inspected and approved that work. The Owner shall be the final judge of when work is completed by the Contractor. The Owner shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all work is completed by the Contractor.
19. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
20. In the event of conflict between the provisions of any attachments or exhibits to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
21. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of this Agreement.

22. Prohibition on Contracts with Companies Boycotting Israel. CONSULTANT hereby verifies the following per Section 2271.002, Texas Government Code:
1. CONSULTANT does not boycott Israel; and
 2. CONSULTANT will not boycott Israel during the term of the Agreement.
23. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. CONSULTANT hereby verifies that CONSULTANT is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
24. Prohibition on Contracts with Companies Boycotting Energy Companies. CONSULTANT hereby verifies the following per Section 2276.002, Texas Government Code:
1. CONSULTANT does not boycott energy companies; and
 2. CONSULTANT will not boycott energy companies during the term of the Agreement.
25. Written Verification as to Firearm Entities. CONSULTANT hereby verifies the following per Section 2274.002, Texas Government Code:
1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 2. CONSULTANT will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
26. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, CONSULTANT verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

OWNER: City of Kerrville, Texas

CONTRACTOR: T.F. Harper & Associates L.P.

By: _____
Dalton Rice, City Manager

By: _____
Ariel Smith, Manager of General
Partner Harper Services LLC

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:


APPROVED AS TO INSURANCE:

Julie Behrens, Director of Finance

Kimberly Meisner, Asst. City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



William L. Tatsch,
Assistant City Attorney

Ashlea Boyle,
Director of Parks and Recreation

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BUILD. PLAY. RENOVATE.

A DIVISION OF

T.F. HARPER

& ASSOCIATES LP

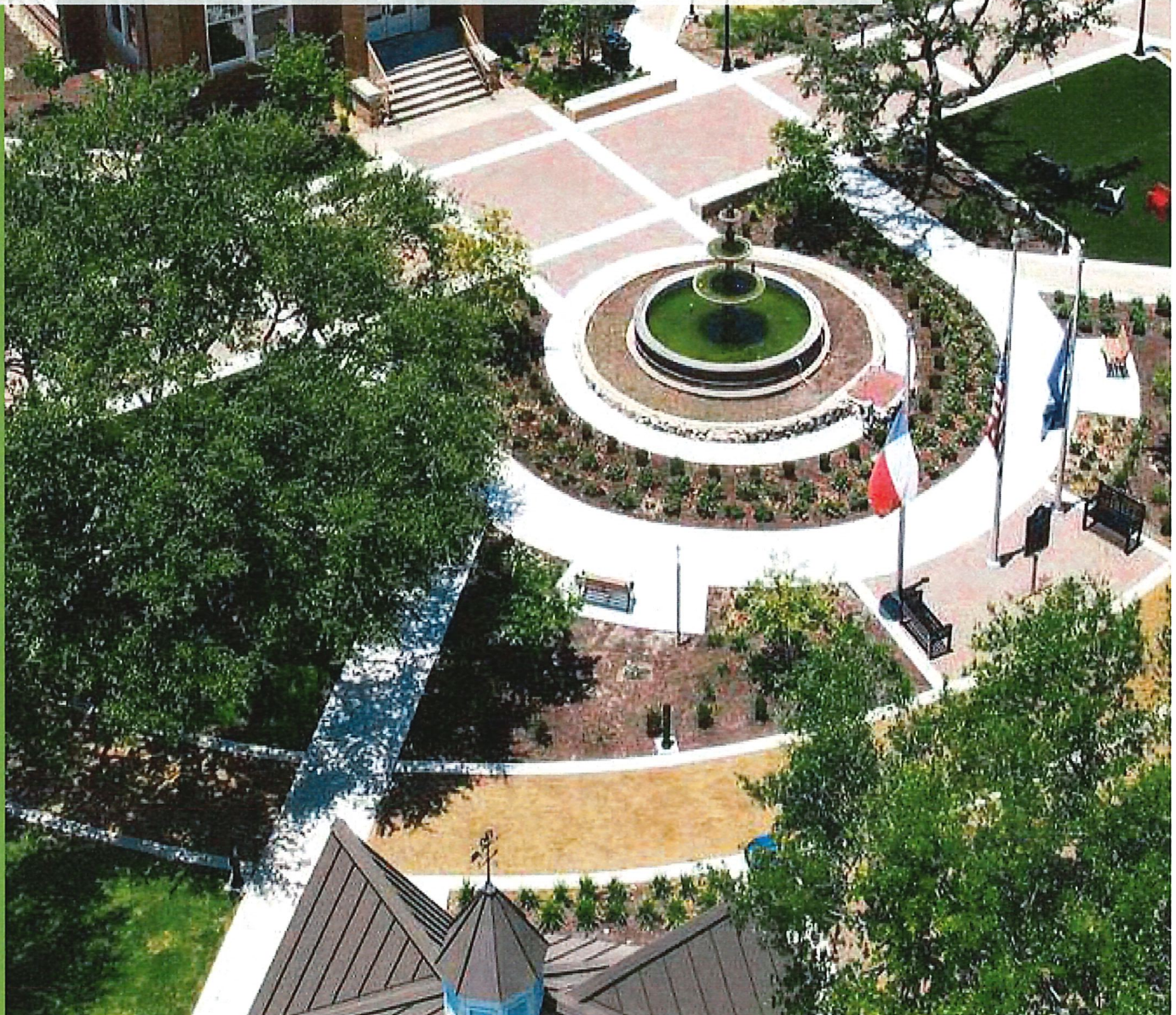
CITY KERRVILLE SCHREINER PARK RENOVATION

Shane Heffernan

2385 Bandera Hwy Kerrville, TX 78028

06/25/2024

EXHIBIT **A**





1685 S FM 1626 Buda, TX 78610
4402 Rowlett Rd Rowlett, TX 75088
ATX (512) 440-0707 | DFW (469) 543-9297

T.F. Harper & Associates, LP dba Harper Smith & Associates

Founded in 1972

Main Office Location: 1685 S FM 1626 Buda, TX 78610
(512) 440-0707

Other Office Location(s): 4402 Rowlett Rd Rowlett, TX 75088
(469) 543-9297

Ariel Smith

President / Owner

asmith@tfharper.com

Kerry Urbanowicz

VP – Construction

kurbanowicz@tfharper.com

T.F. Harper is a General Contractor with over fifty years' experience working with cities, schools, and municipal districts. We understand how these different communities work and how we can meet their needs while keeping a project moving forward. Whatever your construction or outdoor recreational need, our expert team can help provide the solution on time and on budget.

Our goal is always to fulfill our clients' expectations from the start! Developing a good working relationship with the clients, architects, engineers, subcontractors, and our team through detailed management and consistent project updates. We pride ourselves on offering high quality products checked to meet standards and your wants.

Our mission is to continue and expand our reputation for integrity, excellence, experience, and leadership as your finest local construction organization.

Thank you for the opportunity to work together!





QUOTE

1685 S FM 1626 Buda, TX 78610
4402 Rowlett Rd. Rowlett, TX 75088

To: City of Kerrville
Attn: Shane Heffernan
Address: 111 Home Rin Dr Kerrville, TX 78028
Install Site: 2385 Bandera Hwy Kerrville, TX 78028
Phone: (830) 257-7300
Email: shane.heffernan@kerrvilletx.gov

QUOTE #: 06252024-JG-104
DATE: June 25, 2024

TIPS 21070202

Schreiner Park Renovation

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	Remove & Dispose of Existing Playscape & EWF Safety Surfacing	\$ 10,492.58	\$ 10,492.58
4,500	SF of Synthetic Turf w/ 2" padding	\$ 9.23	\$ 41,535.00
1	Install: Mobilization, Glue & Tape Seaming, Anchoring, and Installation of Synthetic Turf Safety Surfacing System	\$ 18,690.75	\$ 18,690.75
1	Modern Shade 4 Post Hip Super Canopy 40'W x 45'L x 15'H - Inground	\$ 26,380.00	\$ 26,380.00
1	Install: Mobilization, New Footers, Assembly, and Installation of Modern Shade Canopy Above	\$ 11,871.00	\$ 11,871.00
1	Sealed Engineer Drawings	\$ 1,020.00	\$ 1,020.00
1	Underground Utilities Survey	\$ 1,500.00	\$ 1,500.00
1	GameTime - Modular Powerscape 5-12 Unit	\$ 115,942.00	\$ 115,942.00
1	GameTimeGameTime - Modular Primetime 2-5 Unit	\$ 23,731.00	\$ 23,731.00
1	Install: Mobilization, New Footers, Assembly, and Installation of GameTime Equipment in Option 1	\$ 62,852.85	\$ 62,852.85
1	Wearmats for end of slides (4) 3' x 5' x 2" (1) 8' x 4' x 2"	\$ 1,710.00	\$ 1,710.00
1	Payment & Performance Bond	\$ 16,403.85	\$ 16,403.85
1	T.F. Harper Discount	\$ (9,471.76)	\$ (9,471.76)
Notes	Modern Shade Canopies Wind Loads (90MPH including 3 gusts) Live Loads (5PSF including snow)	Sub-Total	\$ 322,657.27
	Bottom Line Pricing does not include the *Optional Line items listed above	Freight	\$ 21,823.56
	Bottom Line Pricing Reflects only general work & Option 1	Sales Tax	EXEMPT
		TOTAL	\$ 344,480.83

QUOTE IS VALID FOR 20 CALENDAR DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

July 15, 2024

PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT / SKYTRAK.

NOT INCLUDED: Permits, Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.). By signing or issuing a PO to this quote, you are hereby agreeing to the attached Utility/ Rock Clause. If underground utilities are unknown and unmarked pricing is subject to an additional \$1,500.00 fee or signed waiver waving financial responsibility in case any underground utilities are damaged during installation.

Payment Terms: 50% Deposit due with signed quote / PO(\$172,240.42); balance due upon completion of work and receipt of invoice.

Estimated Delivery & Installation: 14-16 weeks after receipt of signed quote, deposit and color selections.

Lead Time may vary dependent on manufacturers schedule for distribution

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
Jessica Carter

ROCK CLAUSE

IN THE EVENT THAT SITE SOIL OR ROCK CONDITIONS ARE SUCH TO PREVENT NORMAL INSTALLATION TIME AND PROCEDURES, THE OWNER/CUSTOMER WILL BE RESPONSIBLE FOR ADDITIONAL EQUIPMENT AND LABOR EXPENSES IN THE AMOUNT OF FOUR HUNDRED AND FIFTY AND NO/100 DOLLARS (\$450.00) PER HOUR IN ORDER TO ACCOMPLISH THE INSTALLATION.

UNDERGROUND UTILITY CLAUSE

NEITHER T. F. HARPER & ASSOCIATES, ITS EMPLOYEES OR ITS SUB-CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY TYPE OF UNDERGROUND UTILITIES ON THE SITE CHOSEN BY THE PROPERTY OWNER/MANAGER TO INSTALL THE EQUIPMENT UNLESS THE OWNER/MANAGER HAS THESE LINES ACCURATELY STAKED PRIOR TO INSTALLATION COMMENCEMENT. ~~WITHOUT PROPER AND ACCURATE STAKING OF THESE UNDERGROUND LINES, ANY COSTS INCURRED TO REPAIR DAMAGED LINES OR TO RENDER MEDICAL TREATMENT IN THE EVENT OF INJURY TO A T. F. HARPER & ASSOCIATES EMPLOYEE OR SUB CONTRACTOR DUE TO CONTACT WITH UNMARKED UNDERGROUND LINES, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER/MANAGER.~~ T.F. HARPER & ASSOCIATES, ITS EMPLOYEES OR SUB-CONTRACTORS CANNOT PROCEED WITH ANY JOB WHERE UNDERGROUND LINES ARE THOUGHT TO BE PRESENT WITHOUT ACCURATE MARKINGS.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

Accepted By: _____

Date: _____

UNDERGROUND UTILITIES WAIVER

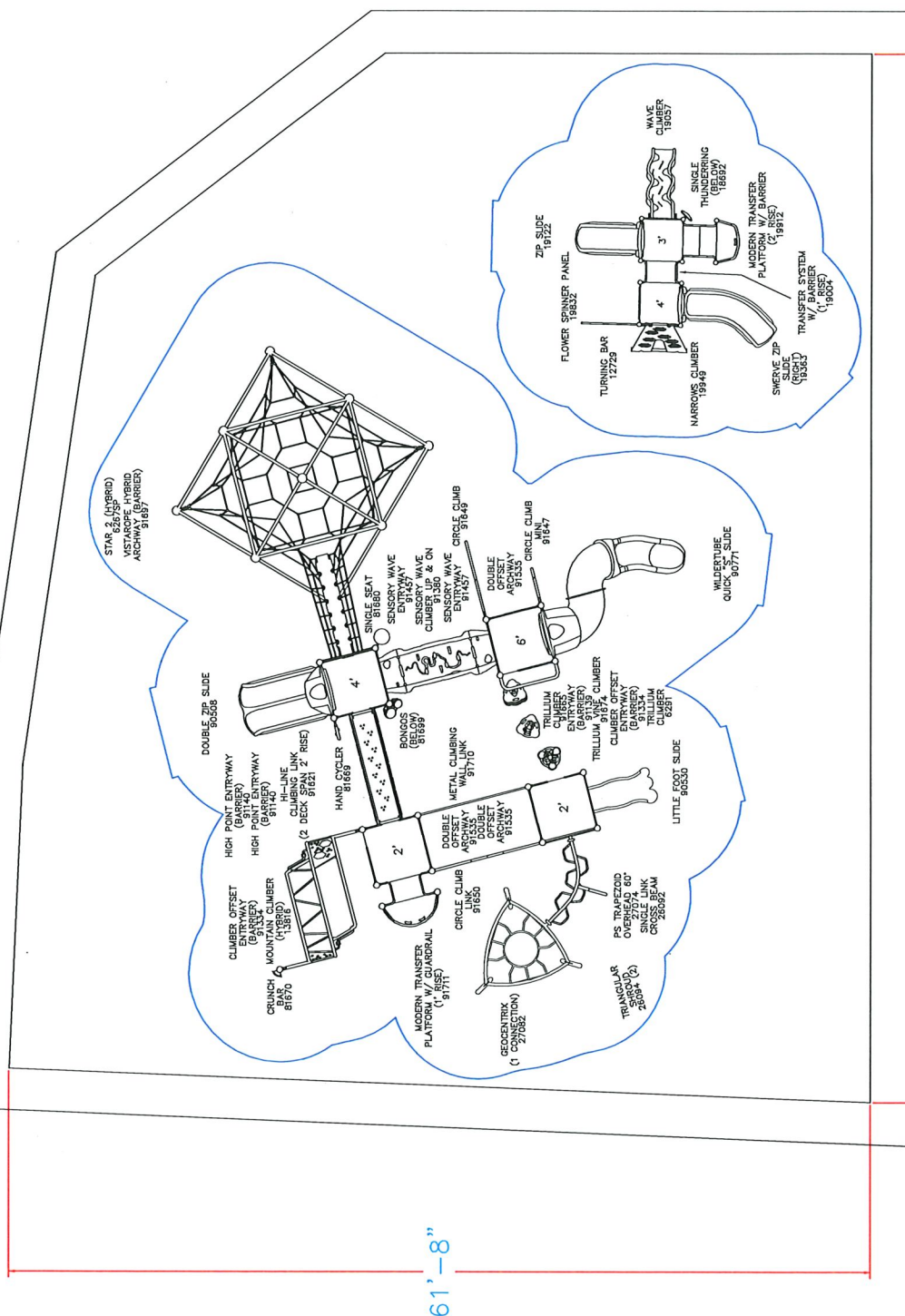
AT YOUR REQUEST WE WILL INSTALL EQUIPMENT IN THE LOCATION AS DIRECTED. YOU HAVE NOT CONTRACTED WITH US TO PERFORM UNDERGROUND UTILITIES SURVEYING FOR THIS AREA.

T. F. HARPER & ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGED UNDERGROUND UTILITIES THAT ARE NOT CLEARLY MARKED PRIOR TO MOBILIZATION.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

Accepted By: _____

Date: _____



61, "8"

74'-5"



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Kernville Schreiner Park
Option 2
Kernville, TX
Representative
Cunningham Recreation

This play equipment is recommended for children ages 5-12

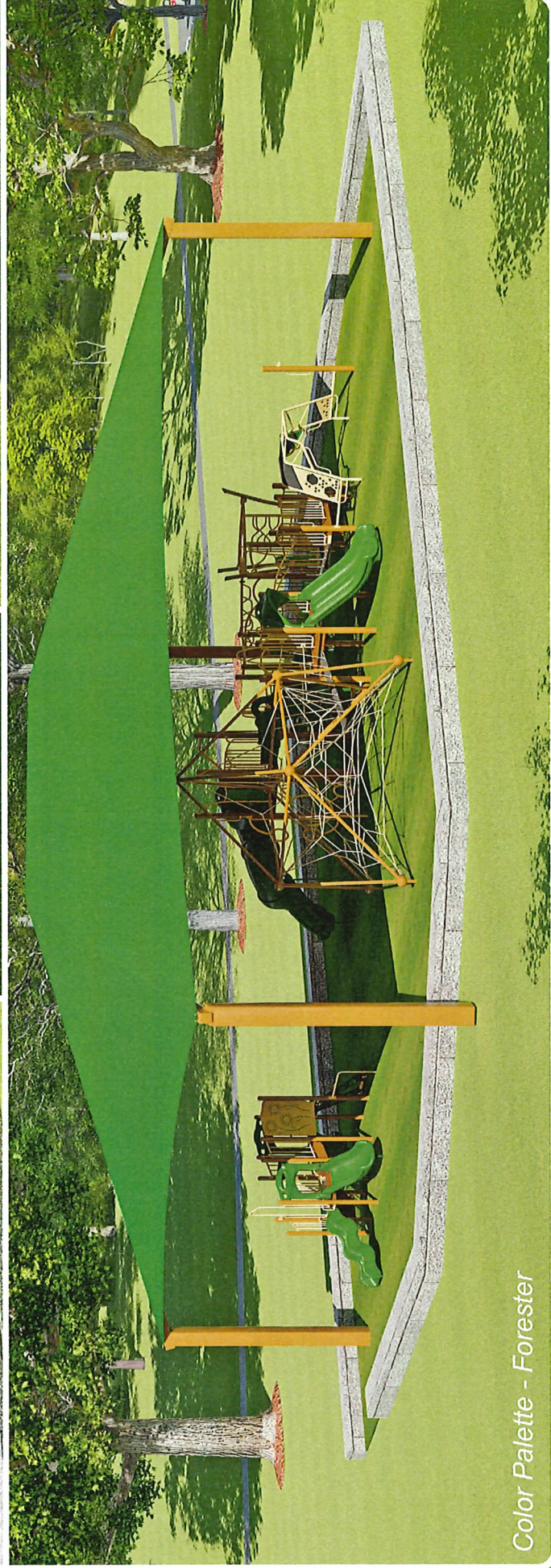
Minimum Area Required: 61'-8" x 74'-5"
Scale: This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F-1487 and Canadian Standard CAN/CSA-Z-614.

Drawn By: MW
Date: 03/22/2024
Drawing Name: 169542-01-02

Kerrville Schreiner Park Option 2

Design • Build • PLAY!



Color Palette - Forester

www.cunninghamrec.com

800.438.2780

GAMETIME COLOR SELECTION SHEET

COLOR SCHEME: _____

PROJECT NAME: _____

APPROVED BY: _____

(PRINT NAME)

(SIGNATURE)

(DATE)

ARCTIC



Fabric Shade **Sky**

Plastic Roof **Periwinkle**

Uprights **White**

Accent 1 **Champagne**

HDPE **Sky Blue**

2 Color HDPE **Sky Blue/White**

Roto Plastic **Periwinkle**

Tube **Sky Blue**

Rock **Deep Granite**

Decks **Gray**



AURORA



Fabric Shade **Bottle Green**

Plastic Roof **Azure**

Uprights **Ice Butter**

Accent 1 **Azure**

HDPE **Dolphin Gray**

2 Color HDPE **Grey/Black**

Roto Plastic **Azure**

Tube **Azure**

Rock **Dark Granite**

Decks **Gray**



AVALON



Fabric Shade **Silver**

Plastic Roof **Champagne**

Uprights **Bronze**

Accent 1 **White**

HDPE **Dolphin Gray**

2 Color HDPE **Grey/Black**

Roto Plastic **Periwinkle**

Tube **Periwinkle**

Rock **Deep Granite**

Decks **Gray**



DISCOVERY

Fabric Shade **Orange**
 Plastic Roof **Azure**
 Uprights **Periwinkle**
 Accent 1 **Butterscotch**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Azure**
 Tube **Azure**
 Rock **Deep Granite**
 Decks **Gray**



EMERALD

Fabric Shade **Deep Sea**
 Plastic Roof **Spring Green**
 Uprights **Metallic**
 Accent 1 **White**
 HDPE **Yellow**
 2 Color HDPE **Red/White**
 Roto Plastic **Spring Green**
 Tube **Spring Green**
 Rock **Deep Granite**
 Decks **Blue**



ERUPTION

Fabric Shade **Sun Blaze**
 Plastic Roof **Red**
 Uprights **Orange**
 Accent 1 **Butterscotch**
 HDPE **Orange**
 2 Color HDPE **Red/White**
 Roto Plastic **Red**
 Tube **Red**
 Rock **Dark Granite**
 Decks **Brown**



FORESTER

Fabric Shade **Forest Green**
 Plastic Roof **Green**
 Uprights **Brown**
 Accent 1 **Beige**
 HDPE **Beige**
 2 Color HDPE **Beige/Green**
 Roto Plastic **Green**
 Tube **Green**
 Rock **Deep Granite**
 Decks **Brown**



150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- ✓ Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, loops, braces and footbucks.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Fifteen-Year limited warranty on VistaRope nylon bearings and ring junction pieces.
- ✓ Ten-Year limited warranty on GTFit®, THRIVE® and Challenge Course® posts & bars.
- ✓ Ten-Year limited warranty on site furnishings against structural failure.
- ✓ Ten-Year limited warranty on SunBlox® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Ten-Year limited warranty on VistaRope WeaveTech cables.
- ✓ Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Five-Year limited warranty on premature wear of VistaRope cables.
- ✓ Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ Three-Year limited warranty on rubber seat and rubber mats for net events.
- ✓ One-Year limited warranty on Challenge Course timing components.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE®, PRIMETIME®, XSCAPE®, IONiX® and MODERN CITY®

GameTime provides a lifetime limited warranty on PowerScape Tru-LoC® connections, upright posts; and PrimeTime, IONiX, Xscape and Modern City bolt-through connections; a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; ten-year limited warranty on EDPM rubber components. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use and **does not cover natural fraying of the material**; see exclusions.

LIMITED WARRANTY ON SUNBLOX® SHADE PRODUCTS

GameTime fabric canopies are warranted for sustained winds of up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season". No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the top part of a shade structure unless specifically designed and engineered by the manufacturer for that purpose. If product has shade fabric and installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

GameTime provides a seven-year limited warranty on thermoplastic coated elements and a three-year limited warranty on powder coated elements. Powder coated products from the Streetscape Collection carry a five-year limited warranty. GameTime guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

GameTime provides a ten-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions. GameTime guarantees all materials and workmanship for ten years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

GameTime provides a one-year limited warranty on IPE wood, redwood and pressure treated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading.

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

GameTime provides a five-year limited warranty on GT Symphony Freenotes™ Harmony Park music components that render the products unusable for their intended use.

LIMITED WARRANTY ON TUFF FORMS, TUFFCRETE & POLYSHIELD THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on TuffForms, TuffCrete and PolyShield themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit, THRIVE and Challenge Course stationary posts, welds, and bars and a five-year limited warranty on GTfit motion posts, welds, and bars against structural failure; a five-year limited warranty on stainless damper modules and aluminum cycle covers; a two-year limited warranty on bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating and Challenge Course Timing Systems. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON VISTAROEPE EQUIPMENT

GameTime provides a Lifetime Warranty on uprights and hardware; a fifteen-year warranty on punched steel, pipes, rails, loops rungs, nylon bearings, ring junction pieces and rotomolded pieces; ten-year limited warranty on cable breakage; five-year limited warranty on premature wear of poly cables; three-year limited warranty on rubber seat and rubber mats. These warranties exclude cosmetic damages or defects and cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance;

FIVE YEAR LIMITED WARRANTY ON HDPE PANELS

GameTime provides a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to delamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.



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

SUBJECT: General Contract between the City of Kerrville and T.F. Harper & Associates L.P. for Guadalupe Park Renovations. *(A Boyle, Director of Parks and Recreation)*

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** August 2, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
\$407,744.38	\$800,000.00	\$800,000.00	N/A

PAYMENT TO BE MADE TO: T.F. Harper & Associates L.P.

Kerrville 2050 Item? Yes

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

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Attached is the contract for renovating and installing a new wheelchair-accessible playground at Guadalupe Park. This project is funded by the \$800,000 allocation from the EIC sales tax revenue bond, approved by the City Council on July 23, 2024. The City Council and EIC have reviewed and approved the project on multiple occasions, and this final approval will allow us to proceed.

The scope of work includes removing the existing playground and installing a new one, complete with an artificial turf fall zone and a shade structure.

The selected vendor is part of a purchasing cooperative and complies with our purchasing policy. Due to the contract cost, City Council approval is required.

RECOMMENDED ACTION:

Authorization for the City Manager to finalize and execute the contract.

ATTACHMENTS:

[20240813_Contract TF Harper - Guadalupe Park.pdf](#)

GENERAL CONTRACT
T.F. Harper & Associates L.P. / Guadalupe Park Renovations

THIS CONTRACT, entered into this ____ day of _____, 2024, by and between the **City of Kerrville, Texas**, hereinafter referred to as the "City" or "Owner," and **T.F. Harper & Associates L.P.**, a Texas Limited Partnership, hereinafter referred to as the "Contractor," is made for the following considerations:

1. The Contractor shall perform all work described in the proposal, attached hereto as **Exhibit A**, and incorporated herein by reference, in accordance with plans and specifications provided to Contractor by City. The playground equipment shall be in the color of "Spring Bloom," and the shade structure shall have posts of "Light Ivory" and fabric of "Sky Blue." In the event that the attached proposal fails to provide details related to the work to be performed, the work shall be performed in accordance with the directions of the Owner's Representative **in the amount of \$407,744.38.**
2. Whenever the words "Owner's Representative" or "representative" are used in this contract, they shall be understood as referring to Ashlea Boyle, Director of Parks and Recreation, or to such other representative, supervisor, or inspector as may be authorized by the Owner to act in any particular capacity under this agreement.
3. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meanings shall be held to refer to such recognized standards.
4. The Contractor shall comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the contract, including the pulling of required permits.
5. All work shall be done and all materials furnished in strict conformity with the contract.

6. The Owner's Representative:
- a. may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents;
 - b. will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto; and
 - c. will not be responsible for the Contractor's failure to perform the work in accordance with the contract.
7. All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. The Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall be understood to mean and include all work that may be required by Owner to be done by the Contractor to accomplish any alteration or addition to the work as shown on the Specifications. It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative, subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. Payment for extra work shall be as agreed in the work order.
8. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes.
9. **THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF KERRVILLE, TEXAS AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGES, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS IN THE EXECUTION,**

SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THEIR PERFORMANCE OF THIS AGREEMENT.

10. CONTRACTOR AGREES THAT IT WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. When Owner so requests, Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
11. CONTRACTOR UNDERSTANDS AND AGREES THAT THE CITY IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING CONTRACTOR OR ANY ENTITIES OR PARTIES ASSOCIATED WITH CONTRACTOR. THEREFORE, CITY SHALL NOT INDEMNIFY, HOLD HARMLESS, OR GUARANTEE TO MAKE WHOLE CONTRACTOR RELATING TO ANY CLAIMS OF ANY NATURE THAT COULD BE RAISED AGAINST CONTRACTOR ARISING OUT OF THE SERVICES SUBJECT TO THIS AGREEMENT.
12. Contractor shall carry insurance in the following types and amounts for the duration of this contract and furnish copies of policies and all policy endorsements as evidence thereof to Owner through Owner's representative:
 - a. To the extent required by Texas Labor Code §406.096, certify to the Owner by his signature below that Contractor has in effect workers' compensation insurance to cover Contractor's employees;
 - b. Commercial General Liability Insurance with a minimum bodily injury, property damage, fire damage, and premises operations liability, in an amount not less than \$1,000,000.00 combined single limit, per occurrence, and \$2,000,000 aggregate. This coverage must protect the public or any person from injury or property damages sustained by reason of Contractor or its employees providing the services. The general aggregate must be \$2,000,000. The policy must also provide contractual liability coverage for liability assumed under this contract, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the Owner.

- c. The insurance required by this Agreement must be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies must be written on a "per occurrence basis" and not a "claims made" form.

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

In the case of any work sublet, Contractor shall require subcontractor(s) and independent contractor(s) working under the direction of either Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of Contractor.

13. It is agreed by and between the parties that a Performance Bond and a Payment Bond shall be furnished by the Contractor in favor of Owner. The Performance Bond and Payment Bond shall be executed by a surety company authorized to do business in the State of Texas, and copies of the Performance Bond and Payment Bond shall be provided to the Owner's representative before any work is commenced.
14. Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned materials within a reasonable time after a written notice by the Owner, Owner may remove and replace it at Contractor's expense.
15. Neither the final payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and it shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness.

16. The Owner may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:
- a. Defective work not remedied.
 - b. Claims filed or reasonable evidence indicating possible filing of claims.
 - c. Failure of the Contractor to make payments promptly to subcontractors or for material or labor that the Owner may pay as an agent for the Contractor.
 - d. Damages to another contractor or subcontractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, which will protect the Owner in the amount withheld because of them, payment will be issued subject to paragraph number 18.

17. This contract may not be assigned in any way without the specific, written consent of the Owner.
18. Owner shall pay Contractor \$203,872.19 upon execution of this Agreement. Owner will retain \$203,872.19, which it will pay after all work is completed by the Contractor and the Owner has inspected and approved that work. The Owner shall be the final judge of when work is completed by the Contractor. The Owner shall not make periodic payments to the Contractor, but shall make payment pursuant to this paragraph only after all work is completed by the Contractor.
19. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue for any suits arising from or related to this contract shall be in Kerr County, Texas.
20. In the event of conflict between the provisions of any attachments or exhibits to this Contract and the provisions of this Contract, the provisions of this Contract shall prevail.
21. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the party indicated below by his or her name and agrees on behalf of such party that such party will be bound by the terms of this Agreement.

22. Prohibition on Contracts with Companies Boycotting Israel. CONSULTANT hereby verifies the following per Section 2271.002, Texas Government Code:
1. CONSULTANT does not boycott Israel; and
 2. CONSULTANT will not boycott Israel during the term of the Agreement.
23. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. CONSULTANT hereby verifies that CONSULTANT is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
24. Prohibition on Contracts with Companies Boycotting Energy Companies. CONSULTANT hereby verifies the following per Section 2276.002, Texas Government Code:
1. CONSULTANT does not boycott energy companies; and
 2. CONSULTANT will not boycott energy companies during the term of the Agreement.
25. Written Verification as to Firearm Entities. CONSULTANT hereby verifies the following per Section 2274.002, Texas Government Code:
1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 2. CONSULTANT will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
26. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, CONSULTANT verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

OWNER: City of Kerrville, Texas

**CONTRACTOR: T.F. Harper &
Associates L.P.**

By: _____
Dalton Rice, City Manager

By: _____
Ariel Smith, Manager of General
Partner Harper Services LLC

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FUNDING:

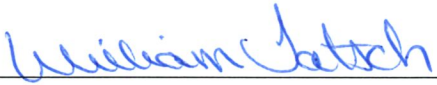
APPROVED AS TO INSURANCE:

Julie Behrens, Director of Finance

Kimberly Meismer, Asst. City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



William L. Tatsch,
Assistant City Attorney

Ashlea Boyle,
Director of Parks and Recreation

T:\Legal\PARKS & RECREATION\Contract\General Contract_TF Harper_Guadalupe Park_072924.docx



BUILD. PLAY. RENOVATE.

A DIVISION OF

T.F. HARPER

& ASSOCIATES LP

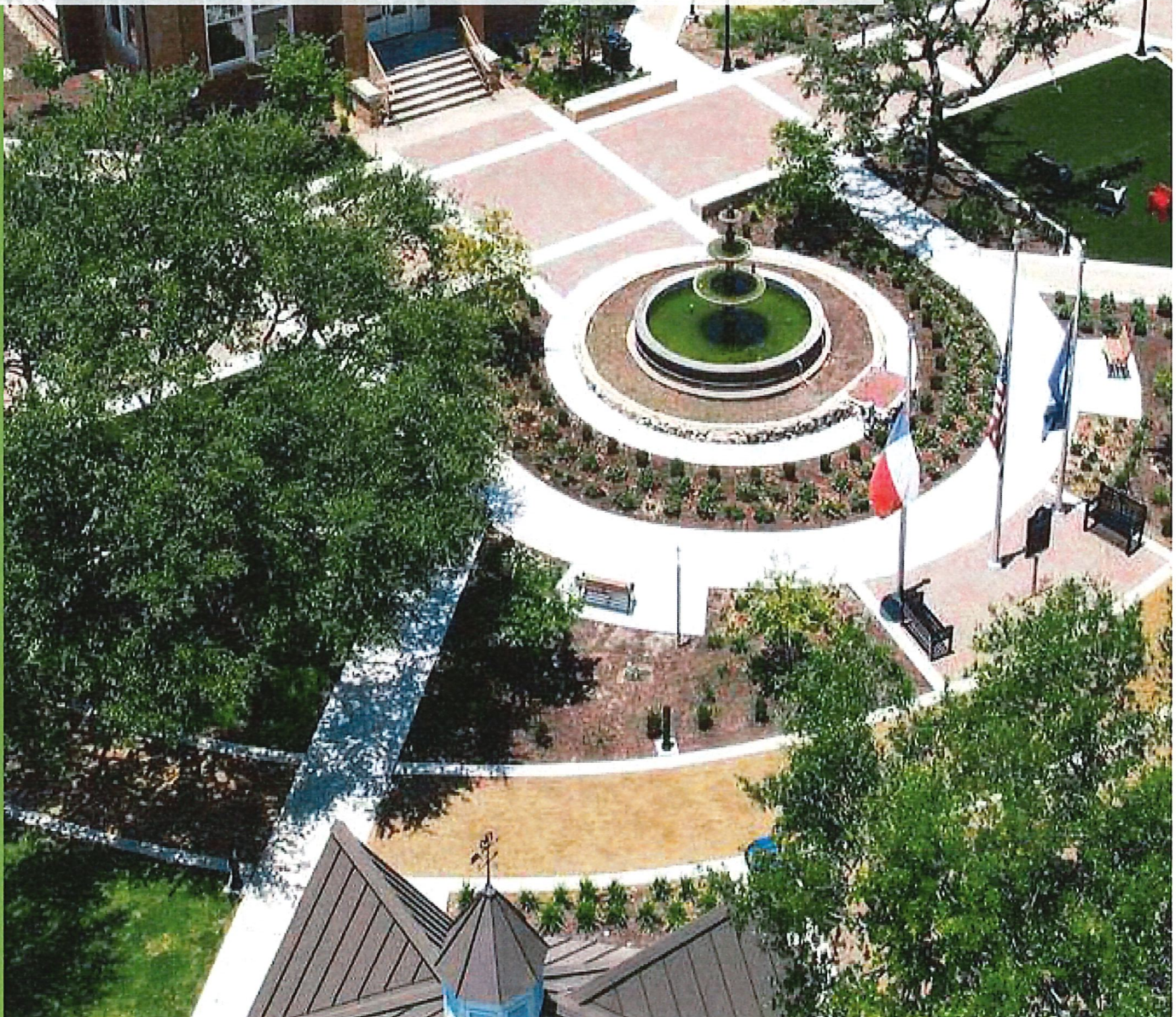
EXHIBIT **A**

CITY OF KERRVILLE GUADALUPE PARK RENOVATIONS

Shane Heffernan

700 Guadalupe St. E Kerrville, TX 78028

06/25/2024





1685 S FM 1626 Buda, TX 78610
4402 Rowlett Rd Rowlett, TX 75088
ATX (512) 440-0707 | DFW (469) 543-9297

T.F. Harper & Associates, LP dba Harper Smith & Associates

Founded in 1972

Main Office Location: 1685 S FM 1626 Buda, TX 78610
(512) 440-0707

Other Office Location(s): 4402 Rowlett Rd Rowlett, TX 75088
(469) 543-9297

Ariel Smith

President / Owner

asmith@tfharper.com

Kerry Urbanowicz

VP – Construction

kurbanowicz@tfharper.com

T.F. Harper is a General Contractor with over fifty years' experience working with cities, schools, and municipal districts. We understand how these different communities work and how we can meet their needs while keeping a project moving forward. Whatever your construction or outdoor recreational need, our expert team can help provide the solution on time and on budget.

Our goal is always to fulfill our clients' expectations from the start! Developing a good working relationship with the clients, architects, engineers, subcontractors, and our team through detailed management and consistent project updates. We pride ourselves on offering high quality products checked to meet standards and your wants.

Our mission is to continue and expand our reputation for integrity, excellence, experience, and leadership as your finest local construction organization.

Thank you for the opportunity to work together!





QUOTE

1685 S FM 1626 Buda, TX 78610
4402 Rowlett Rd. Rowlett, TX 75088

To: City of Kerrville
Attn: Shane Hefferenan
Address: 111 Home Run Dr Kerrville, TX 78028
Install Site: 700 Guadalupe St E Kerrville, TX 78028
Phone: (830) 257-7300
Email: shane.heffernan@kerrvilletx.gov

QUOTE #: 06252024-JG-103
DATE: June 25, 2024

TIPS 21070202

Guadalupe Park Renovations

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	Remove & Dispose of Existing Playscape & EWF Safety Surfacing	\$ 9,992.93	\$ 9,992.93
3,354	SF of Synthetic Turf w/ 2" padding	\$ 9.23	\$ 30,957.42
1	Install: Mobilization, Glue & Tape Seaming, Anchoring, and Installation of Synthetic Turf Safety Surfacing System	\$ 13,930.84	\$ 13,930.84
1	Modern Shade 6 Post Hip Canopy 35'W x 65'L x 15'H - Inground	\$ 31,775.00	\$ 31,775.00
1	Install: Mobilization, New Footers, Assembly, and Installation of Modern Shade Canopy Above	\$ 14,298.75	\$ 14,298.75
1	Sealed Engineer Drawings	\$ 1,020.00	\$ 1,020.00
1	Underground Utilities Survey	\$ 1,500.00	\$ 1,500.00
1	GameTime - Modular PowerScape Play Structure for Ages 5-12- Modified PS19010 Appleton	\$ 189,663.00	\$ 189,663.00
1	Install: Mobilization, New Footers, Assembly, and Installation of GameTime Equipment in Option 1	\$ 85,348.35	\$ 85,348.35
1	Wearmats for end of Slides (3) 3' x 5' x 2"	\$ 818.75	\$ 818.75
1	Payment & Performance Bond	19,416	\$ 19,416.40
1	T.F. Harper Discount	\$ (11,379.15)	\$ (11,379.15)
Notes	Modern Shade Canopies Wind Loads (90MPH including 3 gusts) Live Loads (5PSF including snow)	Sub-Total	\$ 387,342.29
	Bottom Line Pricing does not include the *Optional Line items listed above	Freight	\$ 20,402.09
		Sales Tax	EXEMPT
		TOTAL	\$ 407,744.38

QUOTE IS VALID FOR 20 CALENDAR DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION
PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT / SKYTRAK.

July 15, 2024

NOT INCLUDED: Permits, Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.). By signing or issuing a PO to this quote, you are hereby agreeing to the attached Utility/ Rock Clause. If underground utilities are unknown and unmarked pricing is subject to an additional \$1,500.00 fee or signed waiver waving financial responsibility in case any underground utilities are damaged during installation.

Payment Terms: Balance due upon completion of work and receipt of invoice.
Estimated Delivery & Installation: 14-16 weeks after receipt of signed quote, deposit and color selections.
Lead Time may vary dependent on manufacturers schedule for distribution

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
Jessica Carter

ROCK CLAUSE

IN THE EVENT THAT SITE SOIL OR ROCK CONDITIONS ARE SUCH TO PREVENT NORMAL INSTALLATION TIME AND PROCEDURES, THE OWNER/CUSTOMER WILL BE RESPONSIBLE FOR ADDITIONAL EQUIPMENT AND LABOR EXPENSES IN THE AMOUNT OF FOUR HUNDRED AND FIFTY AND NO/100 DOLLARS (\$450.00) PER HOUR IN ORDER TO ACCOMPLISH THE INSTALLATION.

UNDERGROUND UTILITY CLAUSE

NEITHER T. F. HARPER & ASSOCIATES, ITS EMPLOYEES OR ITS SUB-CONTRACTORS ARE RESPONSIBLE FOR ANY DAMAGE DONE TO ANY TYPE OF UNDERGROUND UTILITIES ON THE SITE CHOSEN BY THE PROPERTY OWNER/MANAGER TO INSTALL THE EQUIPMENT UNLESS THE OWNER/MANAGER HAS THESE LINES ACCURATELY STAKED PRIOR TO INSTALLATION COMMENCEMENT. ~~WITHOUT PROPER AND ACCURATE STAKING OF THESE UNDERGROUND LINES, ANY COSTS INCURRED TO REPAIR DAMAGED LINES OR TO RENDER MEDICAL TREATMENT IN THE EVENT OF INJURY TO A T. F. HARPER & ASSOCIATES EMPLOYEE OR SUB CONTRACTOR DUE TO CONTACT WITH UNMARKED UNDERGROUND LINES, SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER/MANAGER.~~ T.F. HARPER & ASSOCIATES, ITS EMPLOYEES OR SUB-CONTRACTORS CANNOT PROCEED WITH ANY JOB WHERE UNDERGROUND LINES ARE THOUGHT TO BE PRESENT WITHOUT ACCURATE MARKINGS.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

Accepted By: _____

Date: _____

UNDERGROUND UTILITIES WAIVER

AT YOUR REQUEST WE WILL INSTALL EQUIPMENT IN THE LOCATION AS DIRECTED. YOU HAVE NOT CONTRACTED WITH US TO PERFORM UNDERGROUND UTILITIES SURVEYING FOR THIS AREA.

T. F. HARPER & ASSOCIATES WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGED UNDERGROUND UTILITIES THAT ARE NOT CLEARLY MARKED PRIOR TO MOBILIZATION.

THE TERMS OF THIS PROPOSAL ARE UNDERSTOOD AND AGREED UPON BY THE UNDERSIGNED. THE UNDERSIGNED, AS THE OWNER OR REPRESENTATIVE OF THE OWNER, SWEARS TO BE AUTHORIZED TO SIGN THIS LEGAL AND BINDING AGREEMENT, THEREFORE ACCEPTING LEGAL RESPONSIBILITY AND LIABILITY FOR THE FULFILLMENT OF THE ABOVE TERMS.

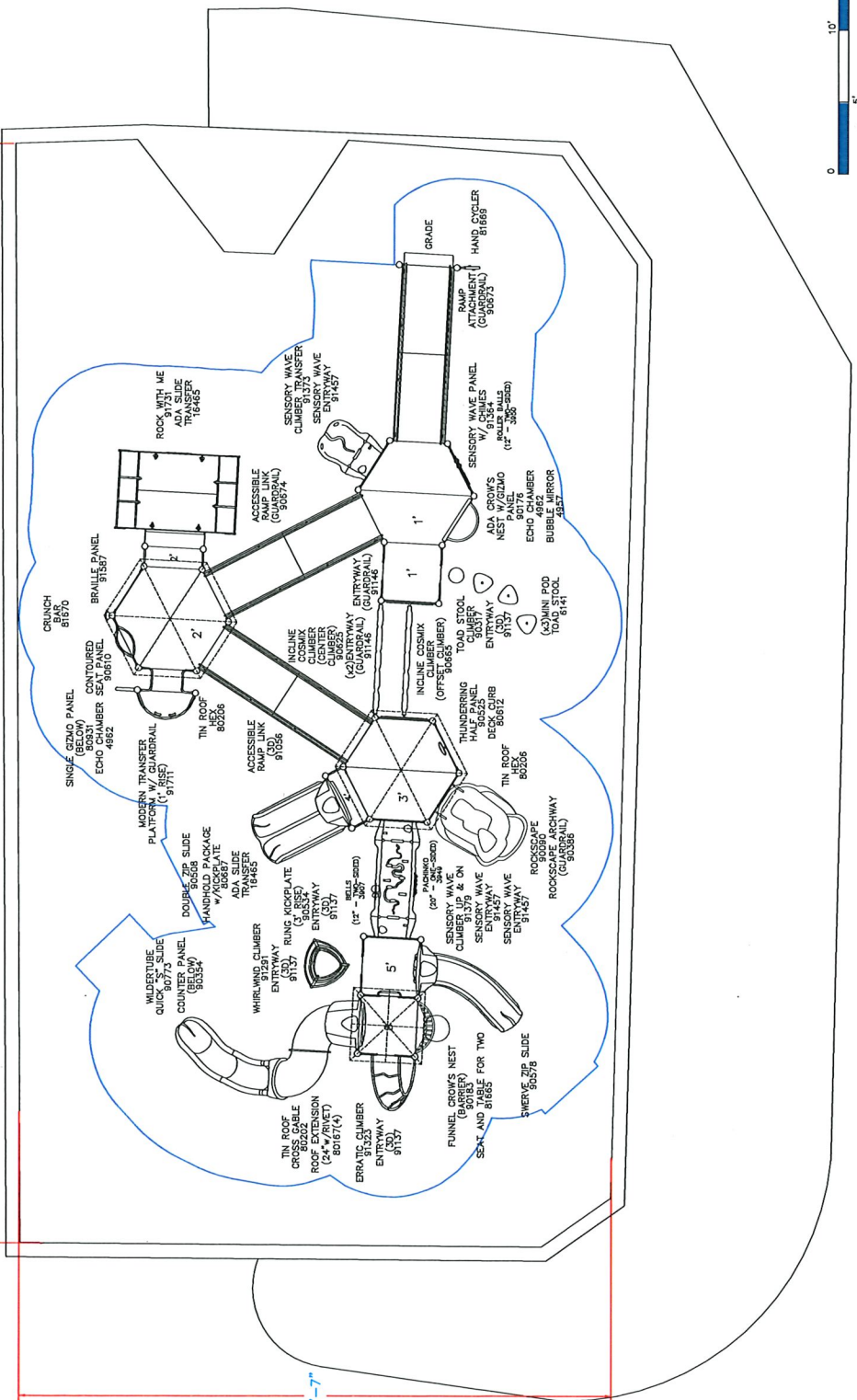
Accepted By: _____

Date: _____



76'-6"

41'-7"



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Guadalupe Park
Option 3
Kerville, TX
Representative
Cunningham Recreation

This play equipment is recommended for children ages 5-12

Minimum Area Required:
76'-6" x 41'-7"
Scale:
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM F1292-17, and the Canadian Standard CANCSA-2-614.

Drawn By:
MMWTCV
Date:
06/11/2024
Drawing Name:
169546-01-03

Guadalupe Park - Option 3 Kerrville, TX

Design • Build • PLAY!



GAMETIME COLOR SELECTION SHEET

COLOR SCHEME: _____

PROJECT NAME: _____

APPROVED BY: _____

(PRINT NAME)

(SIGNATURE)

(DATE)

ARCTIC



Fabric Shade **Sky**

Plastic Roof **Periwinkle**

Uprights **White**

Accent 1 **Champagne**

HDPE **Sky Blue**

2 Color HDPE **Sky Blue/White**

Roto Plastic **Periwinkle**

Tube **Sky Blue**

Rock **Deep Granite**

Decks **Gray**



AURORA



Fabric Shade **Bottle Green**

Plastic Roof **Azure**

Uprights **Ice Butter**

Accent 1 **Azure**

HDPE **Dolphin Gray**

2 Color HDPE **Grey/Black**

Roto Plastic **Azure**

Tube **Azure**

Rock **Dark Granite**

Decks **Gray**



AVALON



Fabric Shade **Silver**

Plastic Roof **Champagne**

Uprights **Bronze**

Accent 1 **White**

HDPE **Dolphin Gray**

2 Color HDPE **Grey/Black**

Roto Plastic **Periwinkle**

Tube **Periwinkle**

Rock **Deep Granite**

Decks **Gray**



SPRING BLOOM



Fabric Shade	True Blue
Plastic Roof	Spring Green
Uprights	Champagne
Accent 1	Spring Green
HDPE	Sky Blue
2 Color HDPE	Sky Blue/White
Roto Plastic	Sky Blue
Tube	Spring Green
Rock	Deep Granite
Decks	Brown

SHINE



Fabric Shade	Sky
Plastic Roof	Orange
Uprights	Sky Blue
Accent 1	Spring Green
HDPE	Orange
2 Color HDPE	Spring Green/White
Roto Plastic	Orange
Tube	Orange
Rock	Sandstone
Decks	Gray



TIMBERLAND



Fabric Shade	Sky
Plastic Roof	Sky Blue
Uprights	Brown
Accent 1	Sky Blue
HDPE	Sky Blue
2 Color HDPE	Sky Blue/White
Roto Plastic	Sky Blue
Tube	Sky Blue
Rock	Deep Granite
Decks	Blue

SUNRISE



Fabric Shade	Yellow
Plastic Roof	Royal Purple
Uprights	Orange
Accent 1	White
HDPE	Dolphin Gray
2 Color HDPE	Gray/Black
Roto Plastic	Royal Purple
Tube	Royal Purple
Rock	Deep Granite
Decks	Gray



150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- ✓ Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, loops, braces and footbucks.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Fifteen-Year limited warranty on VistaRope nylon bearings and ring junction pieces.
- ✓ Ten-Year limited warranty on GTFit®, THRIVE® and Challenge Course® posts & bars.
- ✓ Ten-Year limited warranty on site furnishings against structural failure.
- ✓ Ten-Year limited warranty on SunBlox® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Ten-Year limited warranty on VistaRope WeaveTech cables.
- ✓ Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Five-Year limited warranty on premature wear of VistaRope cables.
- ✓ Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ Three-Year limited warranty on rubber seat and rubber mats for net events.
- ✓ One-Year limited warranty on Challenge Course timing components.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE®, PRIMETIME®, XScape®, IONiX® and MODERN CITY®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, upright posts; and PrimeTime, IONiX, XScape and Modern City bolt-through connections; a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; ten-year limited warranty on EDPM rubber components. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use and **does not cover natural fraying of the material**; see exclusions.

LIMITED WARRANTY ON SUNBLOX® SHADE PRODUCTS

GameTime fabric canopies are warranted for sustained winds of up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90 mph. Removal of shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season". No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the top part of a shade structure unless specifically designed and engineered by the manufacturer for that purpose. If product has shade fabric and installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

GameTime provides a seven-year limited warranty on thermoplastic coated elements and a three-year limited warranty on powder coated elements. Powder coated products from the Streetscape Collection carry a five-year limited warranty. GameTime guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

GameTime provides a ten-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions. GameTime guarantees all materials and workmanship for ten years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

GameTime provides a one-year limited warranty on IPE wood, redwood and pressure treated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking or fading.

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

GameTime provides a five-year limited warranty on GT Symphony Freenotes™ Harmony Park music components that render the products unusable for their intended use.

LIMITED WARRANTY ON TUFF FORMS, TUFFCRETE & POLYSHIELD THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on TuffForms, TuffCrete and PolyShield themed play sculptures against structural failure that cause the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit, THRIVE and Challenge Course stationary posts, welds, and bars and a five-year limited warranty on GTfit motion posts, welds, and bars against structural failure; a five-year limited warranty on stainless damper modules and aluminum cycle covers; a two-year limited warranty on bearings, steel pins, dampers, plastics, rubber parts, cycle pedals and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating and Challenge Course Timing Systems. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON VISTAROEPE EQUIPMENT

GameTime provides a Lifetime Warranty on uprights and hardware; a fifteen-year warranty on punched steel, pipes, rails, loops rungs, nylon bearings, ring junction pieces and rotomolded pieces; ten-year limited warranty on cable breakage; five-year limited warranty on premature wear of poly cables; three-year limited warranty on rubber seat and rubber mats. These warranties exclude cosmetic damages or defects and cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance;

FIVE YEAR LIMITED WARRANTY ON HDPE PANELS

GameTime provides a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to delamination of the rubber spring and breakage of the "C"-spring that cause the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.



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

SUBJECT: City Council - Employee Benefits Trust Trustee meeting minutes July 23, 2024.
(S McElhannon, City Secretary)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 26, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council - Employee Benefits Trust Trustee meeting minutes July 23, 2024 at 4:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240813_Minutes EBT 7-23-24.pdf](#)

**CITY OF KERRVILLE, TEXAS, EMPLOYEE BENEFIT TRUST MEETING
MINUTES**

JULY 23, 2024

CALL TO ORDER: On July 23, 2024, the City of Kerrville Employee Benefit Trust meeting was called to order by Chair Joe Herring, Jr. at 4:01 p.m. in City Hall Council Chambers, 701 Main Street, Kerrville, Texas.

COUNCIL/TRUST MEMBERS PRESENT:

Joe Herring, Jr., Mayor/Chair
Brenda Hughes, Mayor Pro Tem/Vice-Chair
Delayne Sigerman, Councilmember/Trustee
Jeff Harris, Councilmember/Trustee
Kent McKinney, Councilmember/Trustee

COUNCIL/TRUST MEMBERS ABSENT:

None

CITY EXECUTIVE STAFF PRESENT:

Dalton Rice, City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary

Michael Hornes, Asst City Manager
Mike Hayes, City Attorney

VISITORS PRESENT: Natalie Haskett, Gallagher Consulting

1. **PUBLIC COMMENTS:** None

2. **DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION:**

1.A. Consideration and approval of the Fiscal Year 2025 employee benefit plans, rates, and funding.

Kim Meismer provided information and responded to questions, and noted that within Chapter 222.002 of the Texas Insurance Code, there is an annual tax in the amount of 1.75% imposed on insurers for gross premiums received from policyholders. Gross premiums paid by a municipality, county, or hospital district are exempt from the tax being collected by their insurer if the municipality, county, or hospital district establishes either a single entity benefit trust or establishes or participates in a Chapter 172 risk pool. In July 2008, City Council approved a resolution to create the Employee Benefit Trust (EBT). Since the inception of the EBT, the City has saved over \$784,000 utilizing this strategy.

Ms. Meismer noted that Blue Cross Blue Shield (BCBS) offered a final bid of 3.7% increase over FY2024, noting a higher annual deductible per person of \$4,500, but deductibles are removed for prescriptions. BCBS has a high satisfaction rate among the City's plan members, and BCBS is well received by the area medical community. If approved, this will be the City's 12th year with BCBS. Vision, life/AD&D, vol life/AD&D, and short term disability remain the same. MetLife for Dental offered a flat rate, no change rate.

Staff recommends Council, acting as Trustees of the EBT, approve the FY2025 employee benefit plans, rates, and funding as presented and authorize the City Manager

to execute the contracts with the providers.

Trustee Brenda Hughes made a motion that Council (acting as the Trustees of the Employee Benefit Trust) approve the FY2025 employee benefit plans as presented and authorize the City Manager to execute the contracts with the providers, seconded by Trustee Kent McKinney. The motion passed 5-0.

ADJOURN. The City of Kerrville Employee Benefit Trust meeting adjourned at 4:17 p.m.

APPROVED BY CITY COUNCIL AS KERRVILLE EMPLOYEE BENEFIT TRUST BOARD: _____

APPROVED:

ATTEST:

Joe Herring, Jr., Chair/Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council workshop minutes July 23, 2024. (*S McElhannon, City Secretary*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 26, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council workshop minutes July 23, 2024 at 4:17 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240813_Minutes CC workshop 7-23-24.pdf](#)

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

**JULY 23, 2024 4:17 PM
701 MAIN STREET, KERRVILLE, TEXAS**

CALL TO ORDER: On July 23, 2024 at 4:17 p.m., the City Council workshop was called to order by Mayor Joe Herring, Jr. at City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Joe Herring, Jr., Mayor
Delayne Sigerman, Council Place 1
Jeff Harris, Council Place 2
Kent McKinney, Council Place 3
Brenda Hughes, Council Place 4/Mayor Pro Tem

COUNCILMEMBERS ABSENT:

None

CITY STAFF PRESENT:

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

VISITOR(S) PRESENT: N/A

1. PUBLIC COMMENT: None

Councilmember Kent McKinney made a motion to convene Executive Session under 551.071 (consultation with attorney), seconded by Councilmember Jeff Harris. The motion passed 5-0. At 4:18 p.m., the open workshop recessed and Council convened into closed Executive Session.

2. EXECUTIVE SESSION:

- 2A. City's use of groundwater, operations of its conjunctive use water utility, and related permits. (551.071) (*M Hayes, City Attorney*)

At 5:20 p.m., the closed Executive Session adjourned and the open workshop reconvened. No action taken during Executive Session.

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

ADJOURN. The workshop adjourned at 5:20 p.m.

APPROVED BY COUNCIL: _____ ATTEST:

Joe Herring, Jr., Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council meeting minutes July 23, 2024. *(S McElhannon, City Secretary)*

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 26, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

City Council meeting minutes July 23, 2024 at 6:00 p.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240813_Minutes CC meeting 7-23-24.pdf](#)

**CITY COUNCIL MINUTES
REGULAR MEETING**

**KERRVILLE, TEXAS
JULY 23, 2024 6:00 PM**

On July 23, 2024 at 6:00 p.m., Mayor Joe Herring, Jr. called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Jeff Harris provided the invocation, and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:

Joe Herring, Jr., Mayor
Delayne Sigerman, Councilmember Place 1
Jeff Harris, Councilmember Place 2
Kent McKinney, Councilmember Place 3
Brenda Hughes, Councilmember Place 4/Mayor Pro Tem

COUNCILMEMBER ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager	Julie Behrens, Director of Finance
Mike Hayes, City Attorney	Stuart Cunyus, Public Information Officer
Michael Hornes, Asst City Manager	Chris McCall, Police Chief
Kim Meismer, Asst City Manager	Charvy Tork, Director of IT
Shelley McElhannon, City Secretary	

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

Ed Holloway, President Kerrville Police Association
Gil Salinas, Kerrville Economic Development Corporation
Katie Milton-Jordan, Kerrville Economic Development Corporation
Julie Davis, Kerrville Convention and Visitors Bureau

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:

Community announcements provided by Stuart Cunyus and Councilmember Harris.

2. PRESENTATION(S):

2A. Kerrville Kindness award: Recognizing Lowe's, Home Depot, and Gibson's for donating fans to the City of Kerrville Senior Services Advisory Committee, who distributed the fans to citizens on July 12, 2024.

Mayor Herring presented Kerrville Kindness awards to Lowe's, Home Depot, Gibson's, and the Senior Service Advisory Committee members represented by Marilyn Cizmich, Karen Mattox, Gretchen Rye, Paige Sumner, and staff liaison Kim Meismer. Mayor Herring recognized good works in the Community.

2B. Presentation introducing the Kerrville Police Association.

President of the Kerrville Police Association Ed Holloway provided information and responded to questions.

3. VISITORS FORUM:

The following person(s) spoke:

- George Barody
- Charlie McIlvain – spoke on item 4G
- Barry Rollman – spoke on item 4G

Mayor Herring provided clarification regarding the Consent Agenda.

Councilmember Harris provided comments.

4. CONSENT AGENDA:

Shelley McElhannon read items 4A through 4E captions into record.

Councilmember Delayne Sigerman made a motion to adopt the items read and not read on the Consent Agenda, seconded by Councilmember Harris. The motion passed 5-0.

4A. Ordinance No. 2024-17, second reading. An Ordinance annexing two tracts of land into the corporate limits of the City of Kerrville, Texas; one property consisting of approximately 2.02 acres generally located adjacent to and along State Highway 27 as it intersects with Peterson Farm Road; and the other property consisting of approximately 7.10 acres located adjacent to and along State Highway 27 and between the roadway and Peterson Farm Road; such properties more specifically described in this Ordinance; adopting a Service Agreement; establishing the zoning for the annexed properties as an Industrial and Manufacturing (IM) Zoning District; and providing other matters relating to this subject.

4B. Ordinance No. 2024-18. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas, otherwise known as the City's Zoning Code, by changing the zoning of properties known as 575 and 601 Peterson Farm Road from an Airport Zoning District to an Industrial and Manufacturing Zoning District; and providing other matters related to the subject.

4C. Resolution No. 30-2024. A Resolution authorizing the transfer of the ownership of funds from the City of Kerrville to the City of Kerrville Employee Benefit Trust to pay for employee related group benefits for Fiscal Year 2025.

4D. Resolution No. 32-2024. A Resolution designating certain officials as being responsible for and authorized to act on behalf of the City in dealing with the Texas Parks & Wildlife Department for the purpose of participating in the local Park Grant Program.

4E. Funding agreement between the City of Kerrville, Texas Economic Improvement Corporation and the City of Kerrville, Texas; for improvements made to the Heart of the Hills Heritage Center, in an amount not to exceed \$2,000,000.

4F. Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for improvements made to various City parks, in an amount not to exceed \$800,000.

4G. Project funding agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for improvements made to Granger MacDonald Park, in an amount not to exceed 2.2 million.

4H. Professional Services Agreement between the City of Kerrville and Hewitt Engineering Inc. for design services for Granger MacDonald Park for \$219,800.00.

4I. General Contract-Vendor with CDW-G, LLC for the purchase of networking equipment for use in the Public Safety Facility, in an amount not to exceed \$530,247.00.

4J. City Council workshop minutes July 09, 2024.

4K. City Council meeting minutes July 09, 2024.

4L. City Council workshop minutes July 11, 2024.

END OF CONSENT AGENDA.

5. CONSIDERATION AND POSSIBLE ACTION:

5A. Kerrville Economic Development Corporation (KEDC) Proposed Budget for Fiscal Year 2025.

Gil Salinas provided information and responded to questions.

Councilmember Brenda Hughes made a motion to approve the proposed budget, seconded by Councilmember Kent McKinney. The motion passed 5-0.

5B. Kerrville Convention and Visitors Bureau (KCVB) Proposed Budget for Fiscal Year 2025, which includes the budget for the Community Arts Program.

Julie Davis provided information and responded to questions.

Mayor Herring made a motion to approve the proposed budget, seconded by Councilmember Hughes. The motion passed 5-0.

5C. Kerrville – Kerr County Joint Airport Board Proposed Budget for Fiscal Year 2025.

Michael Hornes provided information.

Councilmember McKinney motioned to approve the airport operating budget and fund the \$20,555 for the capital request, seconded by Councilmember Harris. The motion passed 5-0.

6. INFORMATION AND DISCUSSION:

6A. Financial report for month-ended June 30, 2024.

Julie Behrens provided information and responded to questions.

7. APPOINTMENT(S):

7A. Reappointment to the Kerr 9-1-1 Emergency Board of Directors.

Police Chief Chris McCall provided information and responded to questions.

Councilmember Hughes made a motion to reappoint Public Safety Communications Manager Frank Galvan as the City of Kerrville representative to the Kerr 9-1-1 Emergency Board of Directors, seconded by Councilmember Harris. The motion passed 5-0.

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

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

10. ITEM(S) FOR FUTURE AGENDAS:

- Councilmember Sigerman – requested an update by Arcadia Live regarding the Fourth of July event. Julie Behrens confirmed a post-event report is scheduled for the August 27, 2024 City Council meeting.

ADJOURN. The meeting adjourned at 7:07 p.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Joe Herring Jr., Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: City Council budget workshop minutes August 7, 2024. (*S McElhannon, City Secretary*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 26, 2024

SUBMITTED BY: Shelley McElhannon, City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

City Council budget workshop minutes August 07, 2024 at 9:00 a.m.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

[20240813_Minutes CC budget workshop 8-07-24.pdf](#)

**CITY COUNCIL MINUTES
WORKSHOP, COUNCIL CHAMBERS**

**KERRVILLE, TEXAS
AUGUST 07, 2024 9:00 AM**

CALL TO ORDER: August 07, 2024 at 9:00 a.m., the Kerrville City Council workshop was called to order by Mayor Joe Herring, Jr. in the City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:

Joe Herring, Jr. Mayor
Delayne Sigerman Place 1
Jeff Harris Place 2
Brenda Hughes Mayor Pro Tem, Place 4

COUNCILMEMBER ABSENT:

Kent McKinney Place 3

CITY STAFF PRESENT:

Dalton Rice	City Manager	Jacob Bogusch, Finance Compliance
Mike Hayes	City Attorney	Chris Clark, Asst Director Utilities
Michael Hornes	Asst City Manager	Eric Maloney, Fire Chief
Kim Meismer	Asst City Manager	Chris McCall, Chief of Police
Shelley McElhannon	City Secretary	Klarissa Nava, Finance Intern
David Barrera	Director of Utilities	Drew Paxton, Dir Planning & Dev Srvs
Stuart Barron	Exec Dir PW & Eng	Trina Rodriguez, Asst Director Finance
Julie Behrens	Director Finance	Anello Zaroni, Management Intern

VISITORS PRESENT: None

1. PUBLIC COMMENTS: None

2. CONSIDERATION AND POSSIBLE ACTION:

2.A. Fiscal Year 2025 Proposed Budget.

Dalton Rice introduced the item. Dalton Rice, Julie Behrens, and Stuart Barron presented information and responded to questions by City Council.

Consensus of City Council was to maintain property tax rate at \$0.5595, the proposed water base rate to \$24.20 per account (per month), and the proposed sewer base rate to \$22.69 per account (per month).

ADJOURN: The workshop adjourned at 10:00 a.m.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Joe Herring, Jr., Mayor

Shelley McElhannon, City Secretary



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

SUBJECT: Ordinance No. 2024-19. An Ordinance creating a "Planned Development District" (Zoning) to authorize Medium Density Residential District uses and Short-Term Rental units; consisting of Comanche Trace Phase 13, Block D, Lots 1 through 6, and more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road; and Comanche Trace Phase 18, Lots 7 through 28, and more commonly known as 4528 Comanche Trace Drive, Units 7 through 28; adopting a concept plan and conditions; and providing other matters relating to the subject. (*D Paxton, Director of Development Services*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** August 5, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Proposal: An ordinance to change the zoning from R-2 Medium Density Residential to a Planned Development District (PDD), that will retain all zoning requirements related to R-2 Medium Density Residential with the addition of Short Term Rentals being permitted within the PDD area on Comanche Trace Phase 13, Block D, Lots 1 through 6; more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road, Kerrville, Texas; and on Comanche Trace Phase 18, Lots 7 through 28; more commonly known as 4528 Comanche Trace Drive, Units 7 through 28, Kerrville, Texas. (Case PZ-2024-16)

The applicant requests a zoning change from R-2 Medium Density Residential to a Planned Development District (PDD). The PDD will allow a combination of uses not normally allowed in R-2. The addition of Short Term Rentals (STR's) within the specific areas of the development fit within the construct of the overall development. All homeowners within these specific areas have all signed affidavits agreeing to the PDD. All R-2 zoning regulations will

remain in full effect with only an allowance for STR's being granted through approval of this PDD. If approved, each property will need to obtain an annual license to operate an STR, as well as pay the appropriate Hotel Occupancy Tax (HOT) associated with each STR.

Procedural Requirements: The City, in accordance with state law, mailed 17 letters on 6/18/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 6/11/2024. In addition, a public hearing notification sign was posted on the property frontage on 6/19/24. At the time of drafting this agenda bill, no public comments had been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: Comanche Trace is primarily designated as Estate Residential and Preservation Residential within the K2050 Comprehensive Plan. As such, the request to rezone the property from R-2 to a PDD that preserves the R-2 zoning and allows for STR's is consistent with the K2050 Plan.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

Direction: North

Current Zoning: PDD for Single-Family Residential

Existing Land Uses: Single-Family Residences

Direction: South

Current Zoning: R-1 Single-Family and R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

Direction: West

Current Zoning: PDD for Single-Family and R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

Direction: East

Current Zoning: PDD for Single-Family and R-2 Medium Density Residential

Existing Land Uses: Single-Family Residences

Thoroughfare Plan: There is no impact on the thoroughfare system.

Traffic Impact: There should be no significant traffic impact.

Parking: Parking will comply with current off-street parking requirements and any additional parking requirements as provided during the STR licensing process.

Recommendation: Based on consistency with the Kerrville 2050 Plan, agreement from all affected property owners to allow the Short Term Rentals, and agreement from all property owners to comply with STR licensing and Hotel Occupancy Tax payment requirements, staff recommends the case for approval.

The Planning and Zoning Commission recommended the case for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-19 on first reading.

ATTACHMENTS:

[*20240813_Ord 2024-19 PDD - Comanche Trace STRs.pdf*](#)

[*PZ 2024-16_Cody_In Favor.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-19**

AN ORDINANCE CREATING A “PLANNED DEVELOPMENT DISTRICT” (ZONING) TO AUTHORIZE MEDIUM DENSITY RESIDENTIAL DISTRICT USES AND SHORT-TERM RENTAL UNITS; CONSISTING OF COMANCHE TRACE PHASE 13, BLOCK D, LOTS 1 THROUGH 6, AND MORE COMMONLY KNOWN AS 3001, 3003, 3005, 3007, 3009, AND 3011 CLUB HOUSE ROAD; AND COMANCHE TRACE PHASE 18, LOTS 7 THROUGH 28, AND MORE COMMONLY KNOWN AS 4528 COMANCHE TRACE DRIVE, UNITS 7 THROUGH 28; ADOPTING A CONCEPT PLAN AND CONDITIONS; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the Planning and Zoning Commission of the City of Kerrville, Texas and City Council, in compliance with the laws of the State of Texas and the ordinances of the City Kerrville, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, City Council, in the exercise of its legislative discretion, has concluded that the City’s Zoning Code and Zoning Map should be amended as provided herein;

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

SECTION ONE. The property described as follows is removed from a Medium Density Residential Zoning District (R-2) and placed within a newly created Planned Development District (“PDD”) for development and use as provided herein:

Comanche Trace Phase 13, Block D, Lots 1 through 6; more commonly known as 3001, 3003, 3005, 3007, 3009, and 3011 Club House Road, Kerrville, Texas; and Comanche Trace Phase 18, Lots 7 through 28; more commonly known as 4528 Comanche Trace Drive, Units 7 through 28, Kerrville, Texas; and as depicted in Exhibit A (the Property).

SECTION TWO. The Property may be developed and used but only in accordance with the following conditions:

- A. Permitted Uses:** The following uses are permitted within the PDD subject to the conditions provided herein and the applicable regulations for each use as provided within the Zoning Code:

1) **Medium Density Residential Zoning District (R-2)** – all permitted and conditional uses as allowed within a Medium Density Residential Zoning District (R-2) as provided within the Zoning Code.

2) **Short-Term Rental Units** – short-term rental units as provided within the Zoning Code and subject to Chapter 80, City's Code of Ordinances.

B. Prohibited Uses: Any use not specifically allowed is expressly prohibited.

C. Concept Plan: The development and use of the Property shall be substantially in accordance with a Concept Plan.

D. Setbacks: Setbacks are required in compliance with the City's Zoning Code (Ch. 60, City's Code of Ordinances) (Zoning Code) and the regulations applicable to residential zoning districts.

E. Parking: Parking is required in compliance with the Zoning Code and the regulations applicable to residential zoning districts and short-term rental uses.

SECTION THREE. The City Manager or designee is authorized and directed to amend the City's official zoning map to reflect the change in districts adopted herein and to take other actions contemplated by and in accordance with the City's Zoning Code.

SECTION FOUR. The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided however, to the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Kerrville governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

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

SECTION SIX. The penalty for violation of this Ordinance shall be in accordance with the general penalty provisions contained in Section 1-7, Chapter 1 of the Code of Ordinances of the City of Kerrville, Texas, which provides for a fine not exceeding TWO THOUSAND DOLLARS (\$2,000.00).

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

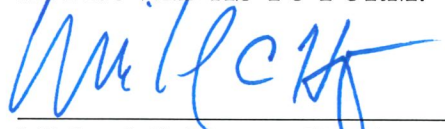
SECTION EIGHT. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07b. of the City Charter.

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

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

Joe Herring Jr., Mayor

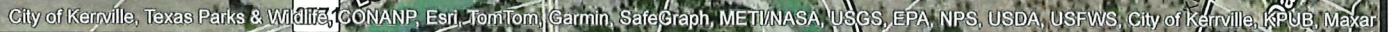
APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



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

From: [Stacy Cody](#)
To: [Planning Division](#)
Subject: [EXTERNAL] Case PZ 2024-16
Date: Monday, July 1, 2024 11:15:13 AM

Kellie and I are in favor of changes. We reside at 3009 Club House Rd. Thank you.

Significance,

Stacy Cody



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

SUBJECT: Ordinance No. 2024-20. An Ordinance amending Ordinance Nos. 2019-14 and 2021-25 which created and then amended a Planned Development District on an approximate 58.74 acre tract of land out of the Joseph S. Anderson Survey No. 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290; generally located north of and in the 1000 to 1200 block of Thompson Drive (Spur 98); this amendment to revise the previously adopted Land Use Table; and providing other matters relating to the subject. (*D Paxton, Director of Development Services*)

AGENDA DATE OF: August 13, 2024

DATE SUBMITTED: August 5, 2024

SUBMITTED BY: Drew Paxton, Planning Director

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Proposal: An ordinance to amend the zoning and land use table for a Planned Development District, Ordinance 2021-25, located on a 58.74 acre tract of land; more commonly known as Lots 1-15 and Lots 900-904, The Landing Subdivision; and generally located in the 1000 to 1200 block of Thompson Drive (Spur 98), Kerrville, Texas. (Case PZ-2024-17)

The applicant is proposing to amend/update the Land Use Table and zoning for the existing Planned Development District, approved as Ordinance 2021-25, and originally approved in 2019 as Ordinance 2019-4. The amendment is being requested so that the PDD Land Use Table and zoning become consistent with a recently approved replat of The Landing Subdivision. The new Land Use Table includes a similar mix of uses from the previous table and also updates the table to be consistent with current zoning designations. Additional lots have also been added to the table for clarity of intended use.

Procedural Requirements: The City, in accordance with state law, mailed 15 letters on 6/18/2024 to adjacent property owners. The City published a similar notice in the Kerrville Daily Times on 6/11/2024. In addition, a public hearing notification sign was posted on the property frontage on 6/19/24. At the time of drafting this agenda bill, no public comments had been received.

Staff Analysis and Recommendation

Consistency with the Kerrville 2050 Comprehensive Plan: The property is located in Strategic Catalyst Area 3. The vision for this area is one that facilitates the creation of mixed-use, riverfront developments along its key corridor, Thompson Drive. Development should be oriented towards the River and engaged with adjacent businesses and structures. Entertainment/Mixed-Use and some Transitional Residential place types are appropriate around the lake.

The expanded land use table for the PD includes more options for mixed use by adding townhomes to several areas within the development and clarifying the intended use of greenbelts and parks.

Adjacent Zoning and Land Uses:

Subject Property

Current Zoning: PD 21-25

Existing Land Uses: Multifamily residential, office building and commercial

Direction: North

Current Zoning: C-2 (across the Guadalupe River)

Existing Land Uses: Various commercial uses

Direction: South

Current Zoning: Outside the City Limits

Existing Land Uses: Single-family estate lots

Direction: East

Current Zoning: Mixed Use

Existing Land Uses: Vacant property

Direction: West

Current Zoning: Outside the City Limits

Existing Land Uses: Single-family estate lots

Thoroughfare Plan: This development has multiple access points to Thompson Drive, a secondary arterial.

Traffic Impact: To be determined based on each development project.

Parking: To be determined based on each development project.

Recommendation: Approve the ordinance including the updated Land Use Table. All other conditions from the previous PD Ordinance 2021-25 shall apply.

The Planning and Zoning Commission recommended the case for approval with a unanimous vote.

RECOMMENDED ACTION:

Approve Ordinance No. 2024-20 on first reading.

ATTACHMENTS:

[*20240813_Ord 2024-20 PDD -Landing 1000-1200Thompson.pdf*](#)

[*20240813_Letter opposed_Johnson.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-20**

AN ORDINANCE AMENDING ORDINANCE NOS. 2019-14 AND 2021-25 WHICH CREATED AND THEN AMENDED A PLANNED DEVELOPMENT DISTRICT ON AN APPROXIMATE 58.74 ACRE TRACT OF LAND OUT OF THE JOSEPH S. ANDERSON SURVEY NO. 141, ABSTRACT NO. 2, AND THE J.S. SAYDER SURVEY NO. 142, ABSTRACT NO. 290; GENERALLY LOCATED NORTH OF AND IN THE 1000 TO 1200 BLOCK OF THOMPSON DRIVE (SPUR 98); THIS AMENDMENT TO REVISE THE PREVIOUSLY ADOPTED LAND USE TABLE; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on July 9, 2019, City Council approved Ordinance No. 2019-14 to create a Planned Development (Zoning) District (PDD) on an approximate 58.74 acre tract of land out of the Joseph S. Anderson Survey Number 141, Abstract No. 2, and the J.S. Sayder Survey No. 142, Abstract No. 290, generally located north of and in the 1000 to 1200 block of Thompson Drive (the Property), to allow for a mixed use development, such development subject to a concept plan and land use table pursuant to the PDD; and

WHEREAS, on September 28, 2021, City Council, through the adoption of Ordinance No. 2021-25, approved amendments to the PDD, which updated the PDD's concept plan and land use table; and

WHEREAS, the owner of the Property seeks to amend the PDD by revising the land use table to in part, align it with a recent replat of the Property; and

WHEREAS, the Planning and Zoning Commission and City Council, in compliance with the laws of the State of Texas and the ordinances of the City of Kerrville, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, City Council, in the exercise of its legislative discretion, has concluded that the Zoning Code should be amended as provided herein;

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

SECTION ONE. The PDD adopted by Ordinance No. 2019-14 and then amended by Ordinance No. 2021-25 is amended as follows:

Land Use Table: the uses permitted for the PDD are as specified on the land use table for the Property, which is included as part of the Master

Plan, attached as **Exhibit A**, and titled "*The Landing: Land Use Summary*".

SECTION TWO. Except as amended by this Ordinance, the provisions of Ordinance Nos. 2019-14 and 2021-25 remain in full force and effect.

SECTION THREE. The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided however, to the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

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

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

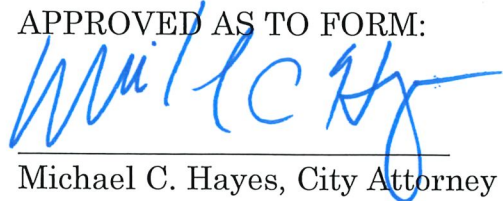
SECTION SIX. In accordance with Section 3.07 of the City Charter and Texas Local Government Code §52.013(a), the City Secretary is hereby authorized and directed to publish the descriptive caption of this Ordinance in the manner and for the length of time prescribed by the law as an alternative method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

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

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

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

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

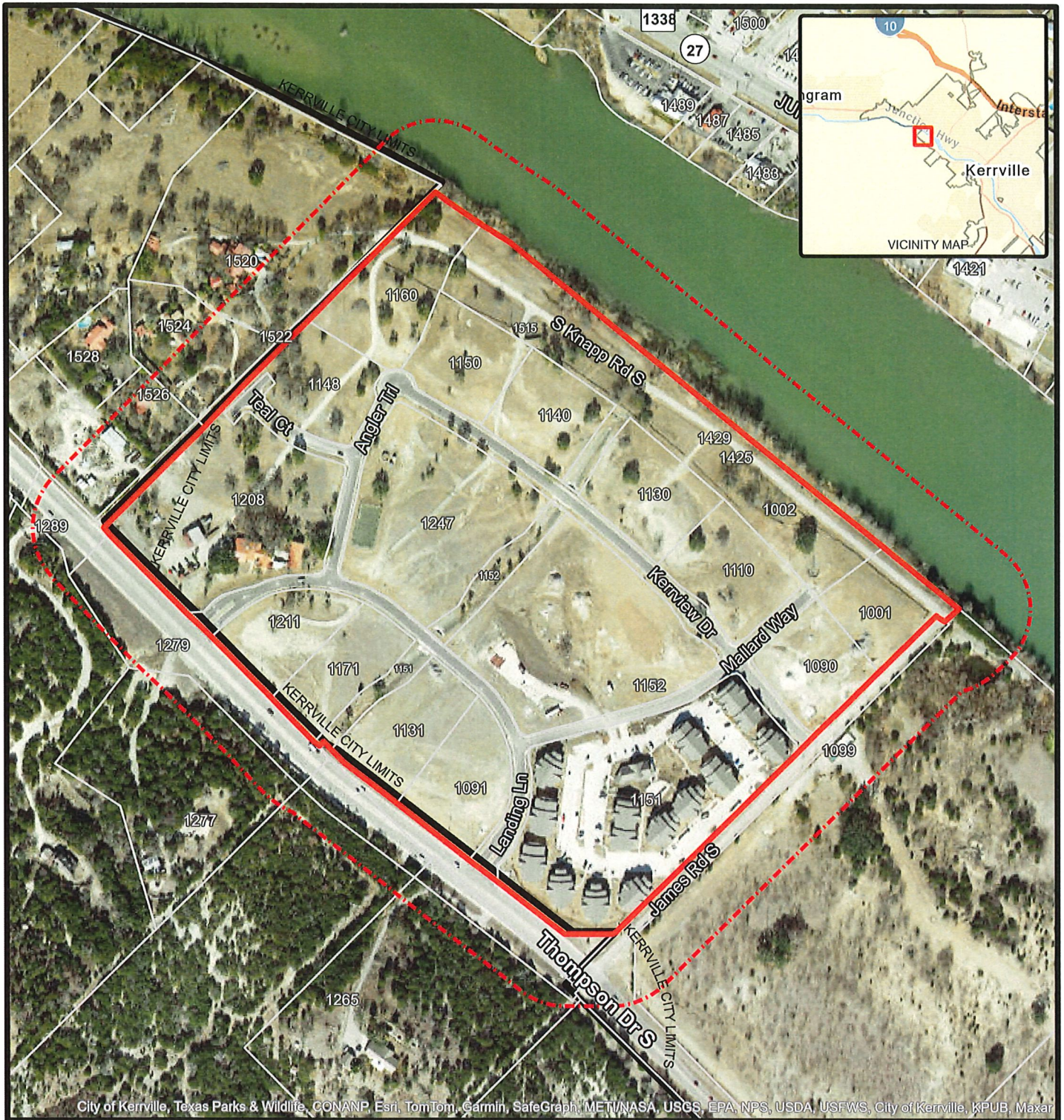
Joe Herring Jr., Mayor

ATTEST:

Shelley McElhannon, City Secretary

Land Use Table

Lot	Previous Land Use	Land Use
1	Retail Trade 2	C3
2	Retail Trade 2	C3
3	Retail Trade 2	C3
4	Retail Trade 2	C3
5	Retail Trade 2 or custom manu.	C3
6	R3	R3
7	R3	R3
8	Prof. office or restaurant, general	C3
9	Prof. office or restaurant, general	C3
10R	Prof. office or restaurant, general	C3
11R	Prof. office or restaurant, general	C3
12	Prof. office or restaurant, general	C3
13R	Prof. office	Prof. Office or R3 (incl. townhomes)
14	Prof. Office or R3 (incl. townhomes)	Prof. Office or R3 (incl. townhomes)
15	Prof. Office or R3 (incl. townhomes)	Prof. Office or R3 (incl. townhomes)
900	Greenbelt 1	Greenbelt 1
901	Greenbelt 2	Greenbelt 2
902R	Private Park	PI
903	Public Park	Public Park
904	N/A	Greenbelt 3



Location Map

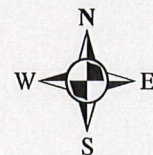
Case #PZ-2024-17

Location:

1001 Mallard Way; 1002 Mallard Way; 1090 Kerrview Dr; 1091 Landing Ln; 1110 Kerrview Dr; 1130 Kerrview Dr; 1131 Landing Ln; 1140 Kerrview Dr; 1148 Angler Trl; 1150 Kerrview Dr; 1151 Landing Ln; 1151 Mallard Way; 1152 Landing Ln; 1152 Mallard Way; 1160 Kerrview Dr; 1171 Landing Ln; 1208 Landing Ln; 1211 Landing Ln; 1247 Angler Trl; 1248 Angler Trl; 1425 S Knapp Rd S; 1429 S Knapp Rd S; 1515 S Knapp Rd S

Legend

- Subject Properties
- 200 Feet Notification Area



0 125 250 500
Scale In Feet

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

From: [J.E. Johnson](#)
To: [Planning Division](#)
Subject: [EXTERNAL] Case PZ-2024-17
Date: Friday, June 28, 2024 10:48:39 AM

Dear Sirs,

In regards to the July 2, 2024 Planning and Zoning meeting considering an ordinance to amend the zoning of 'The Landing' subdivision I would like the opportunity to express a concern and point out an error in the map of the new proposed plat.

My address is 1524 S Knapp Rd. I have NO property in the city limits. The proposed plat is showing a strip of land on my property that is in the city limits. This is an error.

The strip in question is a utility easement and has been on the private property side of the eight foot chain link fence that borders 'The Landing'. This strip of land was of no use to the developer and as an incentive to the private property owners to not oppose the annexation of 'The Landing' development it was deeded over to the private property owners. These owners are Bonnie Johnson, Susan Cory, and Debi Neilson.

These original deeds incorrectly stated this strip was in the city limits. These deeds were corrected to state the strips are NOT in the city limits and the correction is filed at the court house. The map being represented for proposed plat change shows the erroneous inclusion of this strip in the city of Kerrville, which it is not.

I will not be available to attend in person the July 2, 2024 Planning and Zoning meeting. I request that this written notice of OPPOSITION to the Plat "be submitted as a party of record" and read allowed.

Please feel free to contact me

Best Regards,
Bonnie Johnson
1524 S Knapp Rd
Kerrville, TX 78028

Sent from iPad Pro
Bonnie Johnson
RSMC, Inc.
Kerr County, Texas



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

SUBJECT: Ordinance No. 2024-22. An Ordinance amending Chapter 2, "Administration", Article IV "Boards and Commissions", Section 2-91 "Senior Services Advisory Committee" of the Code of Ordinances of the City of Kerrville, Texas; by revising the meeting schedule; and providing other matters relating to this subject. (*K Meismer, Assistant City Manager*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 29, 2024

SUBMITTED BY: Kimberly Meismer, Assistant City Manager

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	C - Community / Neighborhood Character and Place Making
Guiding Principle	N/A
Action Item	C1.6 - Provide service options for elderly persons who want to stay in their homes

SUMMARY STATEMENT:

The Senior Services Advisory Committee (SSAC) was established by Ordinance No. 2018-32 to be an advisory board of 13 members. Ordinance No. 2019-05 increased the membership from 13 members to 16 members. Ordinance No. 2020-02 reduced the membership from 16 members to 14 members due to a lack of quorum for three of seven meetings during 2019.

Due to the pandemic, no meetings were held from April 2020 - February 2021. Meetings resumed in March 2021. Of the seven scheduled meetings in 2021, we had to cancel two due to a lack of quorum. In addition, we had three resignations. On 09/30/2021, five membership terms expired and only three have re-applied. This left a total of five vacancies. In 2021, the Council approved Ordinance No. 2021-26 reducing the membership from 14 members to nine members.

The SSAC projects include a senior dance in December, consideration of a community service project, application for an AARP Grant, and maintaining the Senior Services Resource Guide. These are the items that are on the SSAC agenda monthly. Some meetings, items are skipped as there is no update. The SSAC believes that meeting monthly is not necessary.

At the July 25, 2024 meeting, the SSAC recommended, by a unanimous vote, to request City Council change the frequency of the SSAC meetings from monthly to quarterly.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance No. 2024-22 on first reading.

ATTACHMENTS:

[*20240813_Ord 2024-22 SSAC revised meeting schedule.pdf*](#)

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2024-22**

**AN ORDINANCE AMENDING CHAPTER 2,
“ADMINISTRATION,” ARTICLE IV “BOARDS AND
COMMISSIONS”, SECTION 2-91 “SENIOR
SERVICES ADVISORY COMMITTEE” OF THE
CODE OF ORDINANCES OF THE CITY OF
KERRVILLE, TEXAS; BY REVISING THE MEETING
SCHEDULE; AND PROVIDING OTHER MATTERS
RELATING TO THIS SUBJECT**

WHEREAS, City Council, by adoption of Ordinance No. 2018-32, created the Senior Services Advisory Committee (Committee) whose purpose is to advise Council on elderly issues within the community; and

WHEREAS, City Council, based upon recommendations from the Committee and staff, believes it beneficial to revise the meeting schedule of the Committee; and

WHEREAS, City Council finds it to be in the public interest to amend Chapter 2, Article IV, Section 2-91 of the Code of Ordinances of the City of Kerrville as provided herein;

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

SECTION ONE. Chapter 2 “Administration,” Article IV “Boards and Commissions” of the Code of Ordinance of the City of Kerrville, Texas, is amended by revising Section 2-91, subsection (a)(4), to add the language that is underlined (added) and delete the language that is stricken (deleted) as follows:

“Sec. 2-91. – Senior Services Advisory Committee.

(a) Creation of Senior Services Advisory Committee; terms; membership; meetings.

- (1) There is hereby created the Senior Services Advisory Committee of the City (“Committee”), which shall be an advisory body of 9 members appointed by City Council. The mayor shall appoint the chair and vice-chair from among the appointments made by Council, but only following the appointment of the initial Committee. Thereafter, each Committee shall select the chair and vice-chair from among its members.
- (2) All members shall serve until their successors are appointed and qualified, but regardless, each term will exist as a two-year term beginning October 1 through September 30 two years hence.

(3) Members must be at least 55 years of age or have relative experience in providing services to seniors, should be persons who are concerned about senior affairs in the community, and must reside within the city.

(4) The committee shall be scheduled to meet at least once each ~~month~~
quarter and may hold additional meetings at the call of the chair.”

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

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

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

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

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

Joe Herring Jr., Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon, City Secretary



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

SUBJECT: Presentation of the Proposed Budget for Fiscal Year 2025. (*J Behrens, Director of Finance*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** August 7, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item? No

Key Priority Area N/A

Guiding Principle N/A

Action Item N/A

SUMMARY STATEMENT:

Presentation of the City's Proposed Budget for Fiscal Year 2025.

RECOMMENDED ACTION:

NA



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

SUBJECT: Resolution No. 31-2024. A Resolution setting forth the Ad Valorem (property) tax rate to be considered for adoption for the 2024 tax year; said rate proposed to be \$0.5595 per \$100 of assessed value; and calling a public hearing prior to the adoption of the tax rate and the Fiscal Year 2025 budget. (*J Behrens, Director of Finance*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** June 23, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Approve Resolution No. 31-2024.

ATTACHMENTS:

[20240813_Reso 31-2024 2025 Ad Valorem Property Tax Rate.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 31-2024**

A RESOLUTION SETTING FORTH THE AD VALOREM (PROPERTY) TAX RATE TO BE CONSIDERED FOR ADOPTION FOR THE 2024 TAX YEAR; SAID RATE PROPOSED TO BE \$0.5595 PER \$100 OF ASSESSED VALUE; AND CALLING A PUBLIC HEARING PRIOR TO THE ADOPTION OF THE TAX RATE AND THE FISCAL YEAR 2025 BUDGET

WHEREAS, Chapter 26 of the Texas Tax Code sets out the procedural requirements for the adoption of a city's ad valorem (property) tax rate; and

WHEREAS, where a city's proposed tax rate exceeds the no-new-revenue tax rate, as defined in Section 26.04 of the Texas Tax Code, several additional procedural actions must occur to include notice and the holding of a public hearing; and

WHEREAS, the proposed tax rate for the City of Kerrville, Texas ("City") for its 2024-25 fiscal year is \$0.5595 per \$100 assessed value, which exceeds the no-new-revenue tax rate; and

WHEREAS, in addition, Section 8.03 of the City Charter and Section 102.006 of the Texas Local Government Code require the City Council to hold a public hearing regarding the City's proposed budget; and

WHEREAS, City Council now establishes the date for the public hearings on the adoption of the proposed fiscal year 2025 budget and approving the tax rate;

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

SECTION ONE. Tax Rate; Public Hearing. The City Manager and City Attorney are directed to prepare an ordinance for consideration by City Council, which if adopted, will adopt and impose a total ad valorem (property) tax rate for the tax year 2024 at a rate of **\$0.5595** per \$100 assessed value, which is the same tax rate for the previous year (2023). The new rate is higher than the no-new-revenue tax rate of \$0.5461 and lower than the voter-approval rate of \$0.5646 as calculated by Chapter 26, Texas Tax Code, which includes the unused increment. This proposed tax rate is currently scheduled to be adopted by passage of an ordinance, the second and final reading of which is scheduled to occur on September 24, 2024. The first reading of the ordinance, scheduled to occur on September 10, 2024, includes a public hearing, which shall occur sometime after 6:00 p.m. at City Hall, 701 Main Street.

SECTION TWO. Publication of Budget. In accordance with Section 8.04 of the City Charter, the City Secretary is directed to publish a general summary of the budget and a notice stating the time and places where this message and full budget are available for public inspection.

SECTION THREE. Public Hearing for Budget. Pursuant to Section 8.03 of the City Charter and Chapter 102, Texas Local Government Code, a public hearing on the proposed budget is scheduled for 6:00 p.m. on September 10, 2024, at City Hall, 701 Main Street.

SECTION FOUR. Notices. The City Secretary is directed to provide notice of the above specified public hearings and to take other actions in accordance with state law and the City's Charter.

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

Joe Herring, Jr., Mayor

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

\\ZEUSFS01\Legal\Legal\FINANCE\Budget\Reso\Public Hearing_2025 Tax Rate_080524 Reso 31-2024 (final).docx



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

SUBJECT: Resolution No. 35-2024. A Resolution waiving the Park Fees for International Overdose Awareness Day event within Louise Hays Park scheduled for August 31, 2024. Requested by the City of Kerrville's Recovery Community Coalition (Committee). *(A Boyle, Director of Parks and Recreation)*

AGENDA DATE OF: August 13, 2024

DATE SUBMITTED: August 2, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

The Kerrville Recovery Coalition Board has submitted a letter requesting that fees be waived for the International Overdose Awareness Day (IOAD) event at Louise Hays Park Large Pavilion on August 31st. The letter is attached. The fee breakdown is below. Staff recommends consideration of this request.

FEES:

Special Event Application: \$75

Pavilion Rental: \$225

Refundable Deposit: \$225

Total Fees = \$525.00

===

Revenue Loss = \$300.00 (application fee + pavilion rental).

RECOMMENDED ACTION:

Consideration of Resolution No. 35-2024.

ATTACHMENTS:

[20240813_Reso 35-2024 Waive Park fees -Overdose Awareness Day.pdf](#)

[20240813_Fee_Waive_Request_Letter.pdf](#)

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 35-2024**

**A RESOLUTION WAIVING THE PARK FEES FOR
INTERNATIONAL OVERDOSE AWARENESS DAY EVENT
WITHIN LOUISE HAYS PARK SCHEDULED FOR AUGUST
31, 2024**

WHEREAS, the Kerrville Recovery Coalition Board has reserved the large pavilion in Louise Hays Park on August 31, 2024, for a ceremony related to the International Overdose Awareness Day; and

WHEREAS, the Kerrville Recovery Coalition Board has requested that the City waive its normal fees for use of the Louise Hays Park large pavilion for this event; and

WHEREAS, the City Council of the City of Kerrville, Texas, finds that the waiver of fees for such event creates a benefit to the public and serves the public interest;

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

The park fees for the use of the large pavilion in Louise Hays Park by the Kerrville Recovery Coalition Board for its celebration of International Overdose Awareness Day scheduled for August 31, 2024, are waived.


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

ATTEST:

Joe Herring Jr., Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:



William L. Tatsch, Assistant City Attorney

July 24, 2024

TO:

Ashlea Boyle
Director of Parks and Recreation
2385 Bandera Highway
Kerrville, Texas 78028

Dear Mrs. Boyle,

International Overdose Awareness Day (IOAD) – held on **August 31** every year – is the world's largest annual campaign to end overdose, remember without stigma those who have died and acknowledge the grief of family and friends left behind.

The Kerrville Recovery Coalition Board is hosting an International Overdose Awareness Day event to remember those lost to overdose, learn more about overdose, or advocate for change to end overdose. We are wanting to host this event at Louise Hayes Park Large Pavilion and we are hoping to have the park fees waived.

We appreciate your consideration of this request. If you have any further questions please contact me via phone or email.

Brian Brannan
KRCC Board Member
Director of Alumni Services
Starlite Recovery Center
210-668-9530
brian.brannan@starliterecovery.com



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

SUBJECT: Presentation from Arcadia Live - Update on Kerrville's 4th on the River celebration. (*J Behrens, Director of Finance/ Larry Howard, Arcadia Theater*)

AGENDA DATE OF: August 13, 2024 **DATE SUBMITTED:** July 17, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Arcadia Live presentation of overview and outcomes of the *4th on the River* event for July 4, 2024.

RECOMMENDED ACTION:

Information only; no action.

ATTACHMENTS:

[20240813_Report Arcadia 4th on the River.pdf](#)
[20240813_HOT Fund post report -4th on River.pdf](#)

Visitor Home Origin, ZIP Codes

Kerrville's 4th on the River, 2024

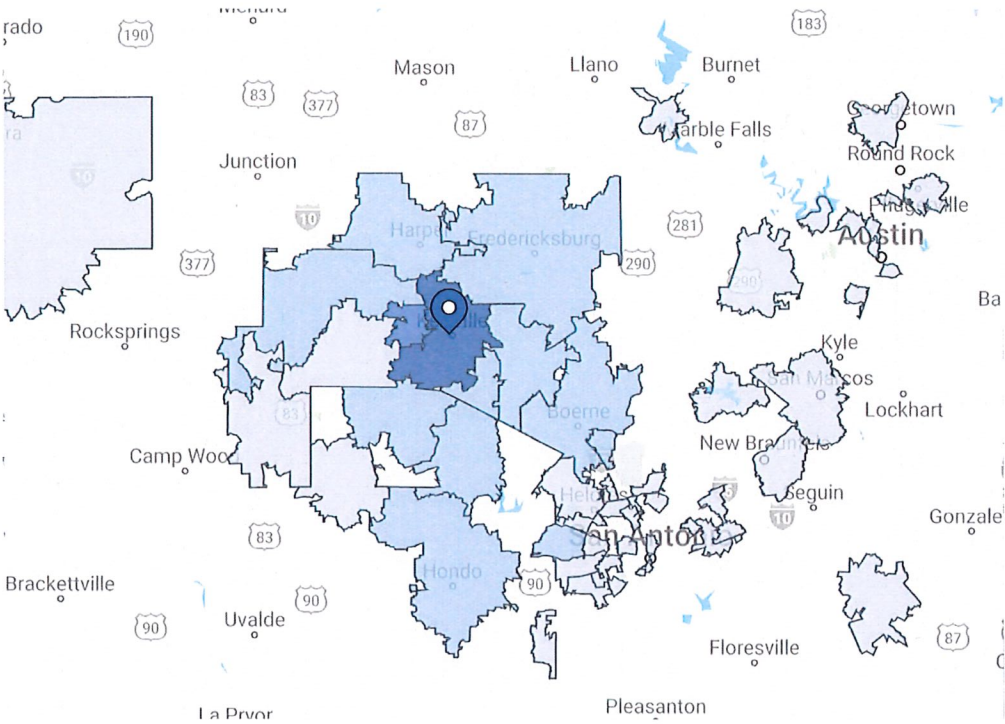
	Zip Code	City		% of Visitors	# of Visitors		Zip Code	City		% of Visitors	# of Visitors
1	78028	Kerrville	TX	49.538	4878	26	78204	San Antonio	TX	0.406	40
2	78025	Ingram	TX	6.919	681	27	74804	Shawnee	OK	0.404	40
3	78010	Center Point	TX	2.762	272	28	78230	San Antonio	TX	0.386	38
4	78013	Comfort	TX	1.695	167	29	78249	San Antonio	TX	0.379	37
5	78006	Boerne	TX	1.653	163	30	78748	Austin	TX	0.378	37
6	78015	Boerne	TX	1.471	145	31	76539	Kempner	TX	0.365	36
7	78624	Fredericksburg	TX	1.218	120	32	78227	San Antonio	TX	0.356	35
8	78055	Medina	TX	1.104	109	33	78252	San Antonio	TX	0.345	34
9	78003	Bandera	TX	0.885	87	34	78231	San Antonio	TX	0.337	33
10	78631	Harper	TX	0.873	86	35	77018	Houston	TX	0.334	33
11	78861	Hondo	TX	0.783	77	36	77477	Stafford	TX	0.333	33
12	95045	San Juan Bautista	CA	0.755	74	37	78254	San Antonio	TX	0.329	32
13	78058	Mountain Home	TX	0.71	70	38	78727	Austin	TX	0.326	32
14	78253	San Antonio	TX	0.643	63	39	76710	Waco	TX	0.322	32
15	78703	Austin	TX	0.61	60	40	93907	Salinas	CA	0.321	32
16	78059	Natalia	TX	0.509	50	41	78256	San Antonio	TX	0.316	31
17	86305	Prescott	AZ	0.485	48	42	78251	San Antonio	TX	0.313	31
18	78239	San Antonio	TX	0.472	46	43	78109	Converse	TX	0.295	29
19	78228	San Antonio	TX	0.469	46	44	78245	San Antonio	TX	0.289	28
20	78133	Canyon Lake	TX	0.468	46	45	7760	Rumson	NJ	0.286	28
21	77845	College Station	TX	0.421	41	46	76205	Denton	TX	0.28	28
22	78840	Del Rio	TX	0.418	41	47	79423	Lubbock	TX	0.279	27
23	77037	Houston	TX	0.417	41	48	77084	Houston	TX	0.277	27
24	78884	Utopia	TX	0.413	41	49	77573	League City	TX	0.27	27
25	78024	Hunt	TX	0.408	40	50	78660	Pflugerville	TX	0.267	26



Home Origin ZIP Map

Kerrville 4th
On the River

4 July, 2024



Distance Traveled

Miles Attendees Traveled from Home to Kerrville's 4th on the River

DISTANCE TRAVELED	% of Visitors (Cumulative)		% of Visitors (By Segment)
< 0.3 Miles	1.0%	0 - 0.3 mi	1.0%
< 0.5 Miles	2.1%	0.3 - 0.5 mi	1.2%
< 0.7 Miles	3.6%	0.5 - 0.7 mi	1.5%
< 1 Miles	9.5%	0.7 - 1 mi	5.9%
< 2 Miles	22.0%	1 - 2 mi	12.5%
< 3 Miles	32.2%	2 - 3 mi	10.2%
< 5 Miles	41.9%	3 - 5 mi	9.7%
< 7 Miles	53.7%	5 - 7 mi	11.7%
< 10 Miles	58.3%	7 - 10 mi	4.7%
< 30 Miles	66.5%	10 - 30 mi	8.2%
< 50 Miles	74.1%	30 - 50 mi	7.6%
< 100 Miles	83.7%	50 - 100 mi	9.6%
< 250 Miles	93.9%	100 - 250 mi	10.2%
Over 250 Miles	100.0%	250+ mi	6.1%

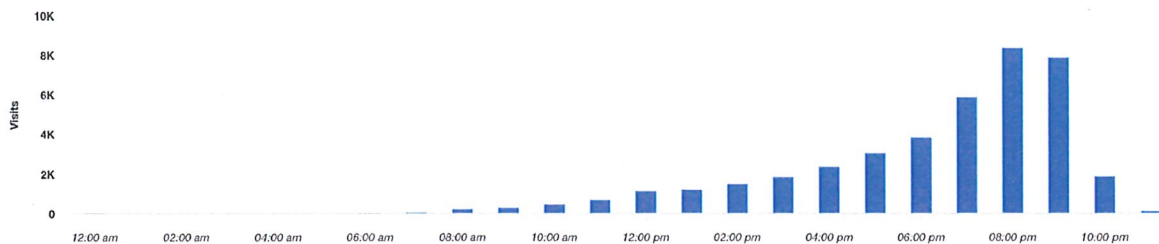


Hours & Time at Event

July 4, 2024

112 Minutes

Average Time at Event



Crowd at Key Times:

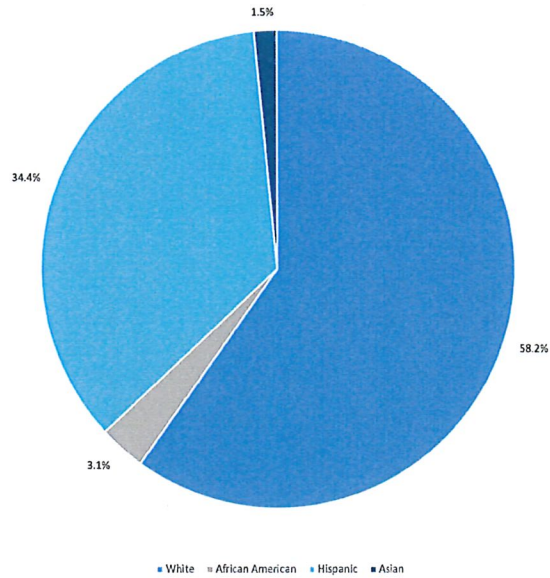
7-8pm Hour	5,900
8-9pm Hour	8,400
9-10pm Hour	7,900



Attendee Ethnicity

Ethnic Groups, Within Event Area

White	58.2%
African American	3.1%
Hispanic	34.4%
Asian	1.5%

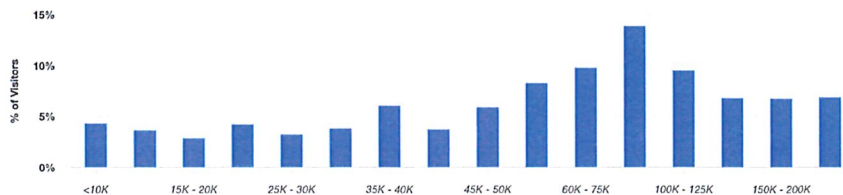


Attendee - Income Profile



\$77,800
Average Household Income

\$61,900
Median Household Income



Income (\$)	% of Attendees
<10K	4.35%
10K - 15K	3.65%
15K - 20K	2.90%
20K - 25K	4.26%
25K - 30K	3.26%
30K - 35K	3.82%
35K - 40K	6.08%
40K - 45K	3.73%
45K - 50K	5.93%
50K - 60K	8.28%
60K - 75K	9.82%
75K - 100K	13.89%
100K - 125K	9.51%
125K - 150K	6.84%
150K - 200K	6.78%
>200K	6.90%



Attendee – Trade Area Demography & Statistics



84.4%

Speak English at Home

\$305,100

Median Home Value

14.4%

Speak Spanish at Home

\$1087

Annual Spending on
Entertainment, per Person

55.7%

Have Attended College

37.7

Average Age



Visitor Affinity

The most popular places visited by Kerrville's 4th on the River attendees

Name	Category	Address	City	% of Attendees	# of Attendees
1 River Hills Mall	Shopping Center	200 Sidney Baker Street South	Kerrville	3227	36.20%
2 City South	Shopping Center	313 Sidney Baker St S	Kerrville	2202	24.70%
3 Kerrville Triathlon Festival	Gym / Fitness Center	202 Thompson Dr	Kerrville	1778	20%
4 JCPenney	Department Store	200 Sidney Baker St S	Kerrville	1332	15%
5 Walmart	Big Box Store	1216 Junction Hwy	Kerrville	1138	12.80%
6 H-E-B	Grocery Store	313 Sidney Baker St S	Kerrville	1002	11.30%
7 H-E-B	Grocery Store	300 Main St	Kerrville	761	8.50%
8 Church's Chicken	Fried Chicken Joint	206 Sidney Baker Street S	Kerrville	694	7.80%
9 Whataburger	Burger Joint	2410 Memorial Hwy	Kerrville	598	6.70%
10 Louis Hayes Park	Park	Schreiner St	Kerrville	577	6.50%
11 Kerrville 4th on the River	Music Venue	202 Thompson Drive	Kerrville	551	6.20%
12 Valero Station	Travel Lounge		Kerrville	467	5.20%
13 SUBWAY	Sandwich Place	207 Sidney Baker St S	Kerrville	417	4.70%
14 Domino's Pizza	Pizza Place	305 Sidney Baker St S Ste 200	Kerrville	407	4.60%
15 El Sombrero de Jalisco	Mexican Restaurant	303 Sidney Baker St S	Kerrville	407	4.60%
16 McDonald's	Fast Food Restaurant	600 Sidney Baker	Kerrville	401	4.50%
17 Kerrville Country Club Plaza	Shopping Center	1301-1305 Sidney Baker Rd	Kerrville	373	4.20%
18 Green Hills Shopping Center	Shopping Center	1006 Junction Hwy, Ste A	Kerrville	355	4%
19 Belk	Department Store	200 Sidney Baker South	Kerrville	336	3.80%
20 Level Up	Arcade	200 Sidney Baker St S	Kerrville	321	3.60%
21 Stripes	Gas Station / Garage	3305 Memorial Blvd	Kerrville	306	3.40%
22 Chick-fil-A	Fast Food Restaurant	1060 Junction Hwy	Kerrville	299	3.40%
23 Bayou	Restaurant	208 Cully Dr	Kerrville	277	3.10%
24 La Tapapita	Grocery Store	208 Cully Dr	Kerrville	265	3%
25 Culver's	Fast Food Restaurant	1300 Junction Hwy	Kerrville	243	2.70%
26 Denny's	Diner	209 Sidney Barker St. South	Kerrville	239	2.70%
27 Angel Nails & Spa	Nail Salon	723 Hill Country Dr	Kerrville	228	2.60%
28 Shell	Gas Station / Garage	1698 Junction Hwy	Kerrville	227	2.60%
29 Building at 741 Water St	Building	741 Water St	Kerrville	224	2.50%
30 SONIC Drive In	Fast Food Restaurant	1281 Junction Highway	Kerrville	210	2.40%



Visitor Affinity

The most popular places visited by Kerrville's 4th on the River attendees

RESTAURANTS					LODGING				
Name	Address	City	% of Attendees	# of Attendees	Name	Address	City	% of Attendees	# of Attendees
1 Church's Chicken	206 Sidney Baker Street S	Kerrville	7.80%	694	1 Y.O. Ranch Hotel	2033 Sidney Baker St	Kerrville	1.60%	142
2 Whataburger	2410 Memorial Hwy	Kerrville	6.70%	598	2 Super 8 by Wyndham Kerrville TX	2127 Sidney Baker St	Kerrville	1.10%	95
3 SUBWAY	207 Sidney Baker St S	Kerrville	4.70%	417	3 La Quinta Inn & Suites Kerrville	1940 Sidney Baker St	Kerrville	0.80%	67
4 Domino's Pizza	305 Sidney Baker St Ste 200	Kerrville	4.60%	407	4 Inn Of The Hills Hotel & Conferenci	1001 Junction Hwy	Kerrville	0.70%	66
5 El Sombbrero de Jalisco	303 Sidney Baker St S	Kerrville	4.60%	407	5 WorldMark Hunt Stablewood Sprin	245 Stablewood Springs Dr W	Ingram	<0.5%	26
6 McDonald's	600 Sidney Baker	Kerrville	4.50%	401	6 River Trail Cottages	1709 Water Street	Kerrville	<0.5%	23
7 Chick-fil-A	1060 Junction Hwy	Kerrville	3.40%	299	7 Motel 6	1810 Sidney Baker St	Kerrville	<0.5%	23
8 Bayou	208 Cully Dr	Kerrville	3.10%	277	8 Holiday Inn Express & Suites Kerrv	2114 Sidney Baker	Kerrville	<0.5%	18
9 Culver's	1300 Junction Hwy	Kerrville	2.70%	243	9 Hampton Inn	2038 Sidney Baker St	Kerrville	<0.5%	18
10 Denny's	209 Sidney Barker St. South	Kerrville	2.70%	239	10 Best Western Windsor Pointe Hot	4639 Rittiman Rd	San Antonio	<0.5%	16
11 SONIC Drive In	1281 Junction Highway	Kerrville	2.40%	210	11 Days Inn Kerrville	2000 Sidney Baker St	Kerrville	<0.5%	16
12 Whataburger	338 Junction Highway	Kerrville	2.20%	194	12 Lincoln Street Inn	106 S Lincoln St	Fredericksburg	<0.5%	14
13 Whataburger	2141 Sidney Baker St	Kerrville	2%	180	13 Camp Comfort	601 Water St	Comfort	<0.5%	14
14 McDonald's	1308 Junction Hwy	Kerrville	1.90%	172	14 The Race Barn	35 Fair Dr	Fredericksburg	<0.5%	14
15 McDonald's	2128 Sidney Baker	Kerrville	1.90%	169	15 All Seasons - The Bierschwale Est	110 N Bowle St	Fredericksburg	<0.5%	14
16 Chili's Grill & Bar	1185 Junction Hwy	Kerrville	1.90%	168	16 Thompson House	406 Thompson Dr	Kerrville	<0.5%	14
17 Taco Casa	1215 Sidney Baker St	Kerrville	1.50%	134	17 Best Western Sunday House Inn	2124 Sidney Baker Street	Kerrville	<0.5%	14
18 Taco Bell	725 Sidney Baker	Kerrville	1.30%	112	18 Comfort Inn & Suites	35000 I-10	Boerne	<0.5%	12
19 Little Caesars Pizza	429 Main	Kerrville	1.20%	110	19 Texana Springs Ranch	380 Bear Creek Scout Rd	Hunt	<0.5%	12
20 Scooter's Coffee	627 Jefferson St	Kerrville	1.20%	103	20 Liedchen	301 N Crockett St	Fredericksburg	<0.5%	10
21 Freddy's Frozen Custard & Steakbu	500 Sidney Baker St	Kerrville	1.10%	97	21 OYO Hotel Alpine TX near Universi	809 E Holland Ave	Alpine	<0.5%	10
22 Starbucks	1355 Junction Highway	Kerrville	1.10%	94	22 Roddy Tree Ranch	820 Highway 39	Ingram	<0.5%	10
23 Taqueria Jalisco	2190 Junction Hwy	Kerrville	1%	92	23 Best Western Bandera Suites & Sa	711 Main Street	Bandera	<0.5%	8
24 Wingstop	1304 Junction Highway Ste 550	Kerrville	1%	90	24 La Quinta	900 Dolorosa	San Antonio	<0.5%	8
25 Taco Casa	891 Junction Hwy	Kerrville	1%	86	25				



Trade Area Lifestyle Segmentation

The Lifestyles of Attendee Home Neighborhoods

	% of Trade Area	Area vs State
		Base = 100
Q - Golden Year Guardians	18.70%	247
O - Singles and Starters	10.96%	106
L - Blue Sky Boomers	10.07%	228
N - Pastoral Pride	11.31%	302
P - Cultural Connections	4.60%	108
E - Thriving Boomers	8.37%	130
I - Family Union	5.06%	81
J - Autumn Years	6.71%	95
S - Thrifty Habits	3.89%	130
K - Significant Singles	3.10%	71
R - Aspirational Fusion	1.96%	108
M - Families in Motion	2.17%	88
C - Booming with Confidence	3.84%	43
B - Flourishing Families	2.75%	52





Golden Year Guardians

Retirees living in old homes, settled residences and communities

Market Size

National: 7.3% of Households

Overview

With more than 90 percent of members over 65 years old, Golden Year Guardians are the oldest group. The seniors in these four segments are predominantly white, poorly-educated and living on extremely modest retirement funds. Nearly two-thirds are widowed and living alone; the remainder are empty-nesting married couples. Many now reside in active retirement communities after having uprooted themselves from their family homes so they could live among people of similar ages and incomes. These members of the Greatest Generation typically came from humble origins and now enjoy unpretentious lifestyles.

Digital Behavior

Golden Year Guardians are not active in digital media. They have little high-speed Internet access, and they are late adopters of smartphones and handheld devices. However, they are discovering the Internet in increasing numbers, and recent research shows that they go online to browse sites that offer banking, insurance, travel and legal services. They enjoy sending e-greetings to friends and relatives. They're discovering the Internet as an information tool for news, political affairs and sports highlights involving golf, horse racing, baseball and motorsports. Among their favorite websites are those related to health, illnesses and caregiving.

Key Traits

- Retirees
- Late digital adoption
- Empty-nesters
- Active social lives
- Stable
- Cautious money managers
- Optimistic
- Health-conscious
- Traditional media users
- Suburban and urban living



Singles & Starters

Young singles starting out and some starter families living a city lifestyle

Market Size

National: 8.8% of Households

Overview

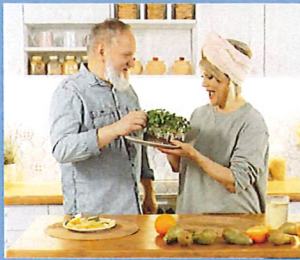
Singles and Starters contains downscale Millennials with upwardly mobile aspirations. Concentrated in small cities across the country, these households tend to be young (nearly three-quarters are under the age of 35), ethnically-mixed and unattached (half are single while a quarter are single parents). Most are on their own and starting to build independent lives in apartments with other young singles. They're college-educated, though not necessarily college graduates and many are toiling away at entry-level positions in service-sector jobs. These self-described workaholics share a desire to move up in status and they realize that every career journey starts with a first step.

Digital Behavior

The young members of Singles and Starters are relatively active online, using the Internet less for transactions than for communication (joining blogs and chat forums and instant-messaging friends) - and entertainment (downloading games, listening to Internet radio and watching video streaming). Job and car sites are popular, as well as sites offering social media (blackpeoplemeet.com) and sports information (fantasy.nfl.com). These Americans have integrated the Internet into their lifestyles, going online with their cell phones or desktop machines, whether from home, school or when out and about.

Key Traits

- Single lifestyles
- Urban renters
- Generation Y
- Active leisure lives
- Aspirational
- Fashion-conscious
- Early tech adopters
- Progressive attitudes
- Digitally influenced



Booming with Confidence

Prosperous, established couples in their peak earning years living in suburban homes

Market Size

National: 5.3% of Households

Overview

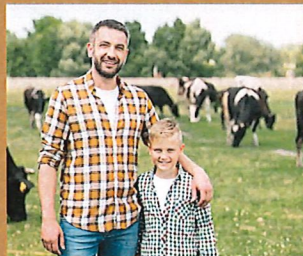
The four segments in Booming with Confidence contain married couples in their peak earning years and approaching retirement. Many of the households have dual incomes and few children, allowing them to afford fashionable homes on small, manicured yards in city and suburban neighborhoods. Having made a conscious effort to distance themselves from the noise and chaos of the urban core, they've retreated to the quiet and predominantly white homogeneity of desirable neighborhoods only a short commute from their jobs.

Digital Behavior

The older couples in this group make a solid audience for digital media. They use the Internet for utilitarian purposes: to trade stocks, get news, book airline tickets, and follow the leaders on the PGA tour. Increasingly, these silver surfers are going online to shop, both gathering information about products, and making purchases. Although they're still not comfortable using social networks, they do go online to stay in touch with family and friends by sending emails and photographs to loved ones.

Key Traits

- Baby boomers
- Upscale living
- Experienced travelers
- Sports enthusiasts
- Physical fitness
- Financially-responsible
- Responsible
- Brand-aware
- Loyal
- Diverse households



Pastoral Pride

Eclectic mix of middle-class households living in country and small town areas

Market Size

National: 7.3% of Households

Overview

Pastoral Pride households are concentrated in small, country towns and characterized by modestly-educated middle-aged couples and unattached individuals. Few households have children still at home. Having settled in remote villages and towns far from the urban centers, they enjoy their homes, their sleepy country communities and their steady, blue-collar and service-sector jobs. In their communities where solitude and self-reliance are cherished, they've managed to fashion a simple, unpretentious lifestyle.

Digital Behavior

With their low educations and old-fashioned ways, most Pastoral Pride have little interest in digital media. Many concede that computers confuse them. They don't often use the Internet and are much more likely than average to use dial-up access from their home desktop computers. Those who do go online typically do so for business purposes, to bank, shop, participate in auctions and check out real estate classifieds. They also visit websites about dating, families, pets, motorsports, wrestling and games. Many have also discovered the addictive quality of surfing the Internet: a high number expect to increase their Internet use over the next year.

Key Traits

- Town and country communities
- Older couples and singles
- Multi-generational families
- Proud Casual lifestyles
- Value-conscious
- Tech-shy
- Price-sensitive
- Outdoor activities
- Working class sensibility



Blue Sky Boomers

Middle-class baby boomer-aged households living in small towns

Market Size

National: 6.1% of Households

Overview

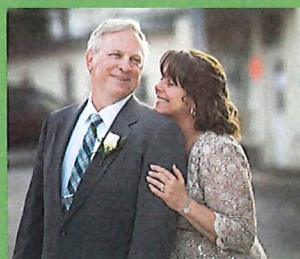
In Blue Sky Boomers, older, empty-nesting couples and singles have settled in small towns and waterfront resorts in anticipation of their retirement years. The three segments in this group are about evenly divided between married couples and widowed and divorced individuals. More than 80 percent are between the ages of 50 and 65. Most are white and have high-school educations and working-class sensibilities. These households tend to work in sales and service-sector jobs, supporting a resort economy in towns that offer weekend getaways and longer summer vacations for wealthier city dwellers.

Digital Behavior

Still relative newcomers to digital media, Blue Sky Boomers are becoming increasingly comfortable with the Internet. The majority has a desktop computer at home, and they use the Internet like a virtual library, visiting sites for information on subjects that are near to their hearts, like cars, cruises, fishing, and medical information. They also go online for business purposes, including banking, trading stocks, and shopping. Though they're not completely comfortable with new technology - they're more likely to go online using dial-up access than a wireless connection or a mobile phone - they've made gunbroker.com, ebaymotors.com, seniorpeoplemeet.com and theanimalrescuesite.com some of their favorite sites.

Key Traits

- Laid-back baby boomers
- Middle-class
- Empty-nesters
- Discretionary incomes
- Conservative investors
- Traditional family values
- Outdoor activities
- Clubs and volunteering
- Pragmatic shoppers
- Novel digital users



Thriving Boomers

Upper-middle-class baby boomer-age couples living comfortable lifestyles settled in suburban homes

Market Size

National: 5.1% of Households

Overview

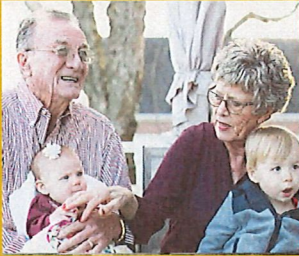
Thriving Boomers feature empty-nesting couples in their 50s and 60s who long ago fled the cities for quiet towns and upper middle-class resort communities. Most of the households contain childless couples who've lived at the same address for over a decade and are now beginning to contemplate their retirement. Others are more recent arrivals who've left large homes in bedroom suburbs to downsize to more manageable houses and condos. While some of their peers have migrated to active retirement communities, these folks are content to live in their mixed-age neighborhoods, not to mention their mixed-aged households: one-quarter has an aged parent or young adult living at home.

Digital Behavior

Thriving Boomers are active users of the Internet, comfortable going online to shop, telecommute and bid on auctions. They access the Internet for a variety of activities: booking flights, trading stocks, following political events and looking up health and medical information. They frequently surf to websites like huffingtonpost.com, fidelity.com, craigslist.org and tripadvisor.com. They mostly go online from the comfort of their desktop or laptop computers; they're only half as likely as the general population to access the Internet using their cell phones.

Key Traits

- Upper middle-class
- Baby boomers
- Cultured
- Stable
- Smart shoppers
- Fitness-minded
- Comfortable lifestyles
- Price-aware
- Internet utilitarians
- Social activities



Autumn Years

Established and mature couples living gratified lifestyles in older homes

Market Size

National: 5.6% of Households

Overview

One of the nation's older groups, Autumn Years contains mostly mature couples retired in the same house where they've lived for much of their lives. Nearly two-thirds are over 65 years old. About the same proportion are married couples with grown children; about three-quarters of them are already grandparents. Predominantly lower middle-class, they've decided to stay in the old neighborhood rather move to a retirement community. Proud members of the Greatest Generation, these couples are rooted in their communities, often belonging to local art groups, veterans' clubs, unions, churches, and temples.

Digital Behavior

Most Autumn Years are not active users of digital media. They're less than half as likely as average Americans to use the Internet at home or work. They rarely go online using a cell phone, laptop, or wireless connection; among those with an Internet connection, a disproportionate number use dial-up access. However, this group does contain many web surfers who like to go online to bank, download games, get the weather report, and check out lottery sites. Online shopping is only moderately popular, but these consumers will research products and make occasional purchases at sites like samsclub.com, kbb.com and ebaymotors.com.

Key Traits

Mature Adults
Homeowners
Long-time residents
Community roots
Quiet leisure lives
Cautious
Conservative approach
Traditional media users
Made in America buyers
Moderate digital usage



Power Elite

The wealthiest households in the US, living in the most exclusive neighborhoods, and enjoying all that life has to offer

Market Size

National: 6.1% of Households

Overview

America's wealthiest households belong to Power Elite, a group of six segments concentrated in the nation's largest metropolitan areas. Predominantly white with a high rate of Asians, many have risen to the top thanks to advanced educations and lucrative careers as lawyers, doctors, and corporate leaders. Today, these middle-aged and older executives (half are empty-nesting couples) enjoy lives of luxury in the nation's most fashionable and exclusive areas in the country. While many have settled in the greener-belt suburbs of big cities, significant numbers also enjoy private, in-town residences, their homes protected by iron gates and well-tended shrubbery, the backyards dominated by swimming pools and tennis courts.

Digital Behavior

The educated and wealthy households in this group are among the nation's more prodigious users of digital media. These early tech adopters have large appetites for high-speed modems, wireless technology, and accessing the Internet through their cell phones, handheld devices, and other mobile devices. The Internet is a major source of information as well as a tool to shop, bank, trade stocks, and book travel arrangements. They also go online to read business articles, research products, get the latest news and weather report, and share their own views through blogs. Among their favorite websites: msnbc.com, expedia.com, finance.yahoo.com, wsj.com, cnn.com and drudgereport.com.

Key Traits

Wealthiest households
Financial investments
Prosperous
Influential
Family-focused
Brand-conscious
Global travelers
Sports activities
Socially active
Digitally-savvy



Significant Singles

Diversely aged singles earning mid-scale incomes supporting active city styles of living

Market Size

National: 5.6% of Households

Overview

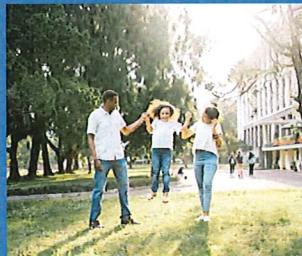
Significant Singles reflect the recent trend of Americans staying single longer and the growing acceptance of individuals remaining unmarried well into middle age or longer. This group contains four segments and consists mainly of singles between the ages of 36 and 65 living in rental apartments in city neighborhoods. Nine out of ten households are childless. While nearly half have never married, another quarter is starting over as divorced or widowed individuals. Members of this group are predominantly white with an above-average presence of Asians. Most enjoy an active singles scene with plenty of nightlife, progressive values and robust leisure lives.

Digital Behavior

Significant Singles use digital media often. Although they're unlikely to access the Internet for e-commerce transactions - few have interest in online shopping, banking and booking travel plans - they do enjoy going to the Web for news and entertainment. They visit websites that offer auctions, gambling, celebrity news and New Age information. Many use the Internet for utilitarian and relationship-building purposes, helping them locate a date, a used car or purchase movie tickets.

Key Traits

- Midlife Singles
- Urban Renters
- Active leisure lifestyles
- Progressive values
- Early tech adopters
- Fitness-minded
- Eclectic interests
- Sociable
- Proud individualists



Family Union

Middle income, middle-aged families living in homes supported by solid blue-collar occupations

Market Size

National: 5.4% of Households

Overview

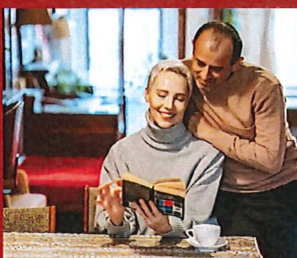
In Family Union, a mix of families live in middle-class comfort within the sprawl of major metropolitan areas. Many of the households contain older, immigrants and their children who have worked hard, settled in modest houses and established a comfortable lifestyle for their families. They tend to live in multi-ethnic and multi-lingual neighborhoods, driving used American sedans and minivans, and filling their homes with food and decorations that remind them of their homeland.

Digital Behavior

Family Union make only modest use of the Internet. They tend to go online using their mobile phones or desktop computers, and those who can't afford home Internet access log on at their local schools or libraries. Many go online to communicate, participating in chat forums and message boards and sending instant messages and electronic greetings to their friends and relatives. They also use the Internet to download music, watch videos, visit children's websites, shop for cars and check out job classifieds. Favorite websites include craigslist.org, univision.com, gaiaonline.com and webkinz.com. However, they're not yet comfortable with shopping online.

Key Traits

- Family-centric lives
- Solid blue-collar
- Ethnically diverse
- Middle-class comfort
- Financially cautious
- Value-conscious
- Vibrant and active lifestyles
- Group sports activities
- Traditional media



Middle Class Melting Pot

Middle-aged, established couples
living in suburban homes

Market Size

National: 5.8% of Households

Overview

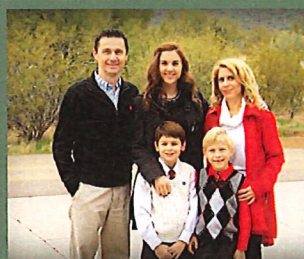
Middle-class Melting Pot are mostly married, middle-aged people without children living in suburban neighborhoods. Many of their homes were built during the postwar baby boom, but these couples aren't the original owners. Most Middle-class Melting Pot have lived at their current address for fewer than five years, having moved to their comfortable homes to ease quietly into middle age. Nearly two-thirds are between the ages of 35 and 50. More than 80 percent have no children at home. These predominantly white households include above-average concentrations of divorced and widowed individuals. Most are empty-nesting couples concentrating on their careers and relaxed lifestyles.

Digital Behavior

Middle-class Melting Pot are only average users of digital media. They're late adopters of most technology and have yet to give up their desktop computers for smartphones and laptops to access the Internet. Many use the Internet as a communications tool, going online for chat forums, message boards, podcasts and instant messaging. They also frequent websites that provide news, business classifieds, real estate listings and sports information of all stripes: fishing, football, car racing or fantasy baseball. They haven't completely embraced online shopping yet, exhibiting only an average tendency to research products and make purchases over the Internet.

Key Traits

- Active digital users
- Sensible
- Sports activities
- Casual
- Optimists
- Unpretentious
- Middle-age couples and families
- Active leisure lifestyles



Flourishing Families

Affluent, middle-aged families
and couples earning prosperous
incomes and living very
comfortable, active lifestyles

Market Size

National: 4.4% of
Households

Overview

Flourishing Families contain prosperous parents and children of all ages living life in suburban comfort. Most of the adults are married, in their 30s and 40s, college-educated and predominantly white with a large presence of Asians. Nearly two-thirds of households consist of married couples with children, whose ages range from pre-school to post-graduate. Nearly one in five households contain a young adult, while some are still coping with the challenges, and high costs, of childrearing. Flourishing Families tend to live in spacious homes with significant equity, built between 1970 and 2000, are starting to show some age.

Digital Behavior

The well-educated members of Flourishing Families take their digital media seriously. The Internet is the first place they go to get the latest news, do their banking, research products and shop for a wide range of goods. They also like to go online for family entertainment, whether it's making digital photo albums, downloading music or watching TV programs. While they try to steer their children to educational websites, their kids also spend hours looking at sites selling games, toys and music. They frequent media sites that reflect their interest in news and commentary: abcnews.com, msnbc.com and foxnews.com. It's difficult to find a computer accessory that they don't buy at high rates: DVD burners, video controllers, microphones and webcams all come standard with these families.

Key Traits

- Affluent households
- Established
- Family-oriented
- Financially secure
- Health-conscious
- Eco-friendly
- Seasoned travelers
- Global-awareness
- Athletic activities
- Brand-aware



Promising Families

Young couples with children in starter homes living child-centered lifestyles

Market Size

National: 3.4% of Households

Overview

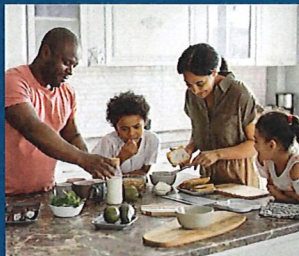
Promising Families consist mainly of millennials who've married, moved into their first homes and started families. With three-quarters under the age of 35, these predominantly white households live in small homes in affordable new subdivisions. In the two segments that make up this group, most of the adults are recently married, new to the workforce and raising young children, who are mostly of pre-school age. In this group, the American dream is characterized by a computer in the family room, a trampoline in the backyard and an SUV and multiple bikes in the garage.

Digital Behavior

The tech-savvy families in Promising Families are active users of digital media. They go online for a variety of utilitarian purposes - to buy toys and hobby items, bank, make travel arrangements, trade stocks and get the weather report - and to keep their children entertained at home with music, videos, games and Internet radio. Technology also helps them juggle work and childcare: they're twice as likely as average Americans to use their personal computers for telecommuting. These busy parents also go online to get information about products and services available near their new subdivisions. Among their favorite websites are those that focus on sports (espn.com, sportsline.com), classifieds (craigslist.org, usajobs.opm.org) and child-oriented amusement (clubpenguin.com, toysrus.com).

Key Traits

- Young families
- Status-conscious
- Child-rearing activities
- Solid incomes
- Team sports
- Busy lives
- Internet-savvy
- Credit active
- Discriminating consumers
- Casual family restaurants



Suburban Style

Middle-aged, ethnically-mixed suburban families and couples earning upscale incomes

Market Size

National: 5.0% of Households

Overview

The four segments in Suburban Style are filled with ethnically-mixed, middle-aged couples and families with children enjoying upscale lifestyles. Concentrated in suburban neighborhoods, these households are in the middle childrearing phase of their lives, coping with growing families, mid-level careers and monthly mortgage payments. Despite incomes nearing six figures, these 30- and 40-somethings still face high transportation costs in their suburban neighborhoods. However, they're happy to be bringing up their children in these middle-ring suburbs known for quiet streets and short commutes to in-town jobs.

Digital Behavior

The Gen Xers who make up most of the adults in Suburban Style represent the first generation to make the Internet part of their daily lives. Now fluent in high-speed wireless and cellular technology, they're active users of digital media for a wide variety of applications. They go online to bank, telecommute, get stock information, bid on auctions, listen to Internet radio stations and get movie reviews. They often visit electronics, fashion, business and children's sites. Many are comfortable making purchases via online retailers.

Key Traits

- Suburban dwellers
- Diverse households
- Family-centric activities
- Career-focused
- Success-driven
- Upscale lifestyle
- Community-minded
- Brand-conscious
- Internet convenience
- Value-minded



Families in Motion

Younger, working-class families living in smaller residential communities

Market Size

National: 3.6% of Households

Overview

The two segments in Families in Motion are dominated by young families living in small towns scattered across the eastern half of the country. Most of the households contain married couples between 25 and 45 years old. Half have families with two or more children. Many of these predominantly white households moved into their towns years ago to raise their children in safe surroundings and affordable homes. Today their towns are neither industrial centers nor high-tech boomtowns, but quiet communities with an employment base consisting of skilled manual workers in construction, manufacturing and the trades.

Digital Behavior

The young families in Families in Motion often use digital media. They go online to communicate through instant messages, emails and message boards and chat forums. Many set up their desktop computers to entertain their children, and these households also use the Internet to play games, download music and watch videos. However, the grownups here are also web-savvy, and they like visiting sites for social networking (facebook.com), motorsports (nascar.com), researching products (kmart.com) and gaming (zynga.com).

Key Traits

- Younger families
- Quiet neighborhoods
- Child-centered lifestyles
- Outdoor activities
- Discount shoppers
- Kid-friendly venues
- Devoted family values
- Budget-minded
- Low investments
- Moderate digital users



Aspirational Fusion

Multi-cultural, singles living in urban locations and striving to make a better life

Market Size

National: 2.9% of Households

Overview

Aspirational Fusion are a transient group, with younger singles and single parents in low-income neighborhoods. Concentrated in older, industrial areas, members of this group are drawn to the affordable, fixer-upper apartments where housing values are 40 percent below average. In the group's two segments, nearly three-quarters are under the age of 45, and nine out of ten households contain unmarried individuals. With nearly two-thirds of these households containing single parents, this group reflects the recent lifestyle trend of unmarried couples living together, especially among younger people who feel they are not ready for the financial commitment expected in marriage. Many are trying to raise families on low incomes and tight budgets.

Digital Behavior

With their modest incomes and educations, Aspirational Fusion represent only a moderate digital market. However, many of these city-based minorities are big fans of telephony and access the Internet through their cell phones. They tend to go online for practical purposes, such as finding a job, an educational program, or a car. Many also use the Internet for entertainment and social networking, and their favorite websites include facebook.com and blackplanet.com.

Key Traits

- Young Singles
- Ethnically Diverse
- Satellite city renters
- Modest social lifestyles
- Community active
- Discount shoppers
- Materialist aspirations
- Unpretentious
- Budget-minded
- Moderate digital usage



Market Size

National: 6.4% of Households

Cultural Connections are first- and second-generation Americans who are striving to improve their lives. This group has one of the highest proportions of adoptive citizens in the U.S. More than half the households are Hispanic—more than four times the national average—and most consist of middle-aged couples with children and single-parent families. Many face enormous challenges: modest educations, low wages, uncertain jobs and language barriers. In these segments, 40 percent of residents were born in Mexico and mostly speak Spanish inside and outside their homes. While that may produce tight-knit Hispanic communities, it also hampers assimilation and advancement in American society.

The middle-aged members of this group do not often go online, and relatively few access the Internet for transactional activities like banking, shopping and looking for work. They mainly use the Internet for entertainment and communication, often to stay in touch with family and friends living outside the U.S. Many join chat forums, post bulletin board messages and download music. They also use the Internet like a virtual encyclopedia to learn more about music, books, mobile phones and games.

- Multi-cultural
- Digital moderates
- Bilingual
- Ambitious
- Modest lifestyles
- Traditional values
- Tech adopters
- Tight budgets
- Sports-oriented activities
- Multi-generational families



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City of Kerrville Hotel Occupancy Tax Funding Post Report

Name of Organization: Kerrville's 4th on the RiverName of Event /
Program / Project: Kerrville's 4th on the RiverEvent Date: 07.04.2024Amount of HOT
Funding: \$50,000Projected Attendees: 10,000

#Rooms Blocked: _____

Actual Attendees
(estimate if needed): 9,850

#Rooms Booked: _____

Description of Event/Program/Project:

Kerrville's 4th on the River is a one day, family friendly music festival in Louise Hays Park in Kerrville, annually hosted on the 4th of July. This FREE community event is open to the public from 2pm-10pm and features food and beverage vendors, children friendly activities and live music performances. This year our 4 performances included The 80H Project, Bri Bagwell, The Wilder Blue, with the headlining act, American Aquarium. Immediately following the last music performance, a firework display was provided by the City of Kerrville and Mini-Mart.

Describe process for determining the total number of attendees for Event/Program/Project:

Clint Morris of Crowd Kinestics in Kerrville runs an analysis of the crowd for our festival, using cell phone data. This year we saw 9,850+ attendees were within the festival grounds which run from the East end of the park to just past the overpass to include our food truck alley. A total of 11,200 in all of Louise Hays Park.

Previous years attendance was as follows: 2023-15,300; 2022-11,100; 2021-5,100 (Pandemic Recovery); 2020-N/A (Pandemic); 2019-9,300; 2018-4,100; 2017-6,500

Visitor Majority were from:

Kerrville: 4,878
Ingram: 681
Center Point: 272
Comfort: 167
Fredericksburg: 120
Medina: 109
Bandera: 87
Harper: 86
Out of State: 222

Describe process for determining approximate number of overnight stays:

Clint Morris of Crowd Kinestics in Kerrville runs an analysis of the crowd for our festival, using cell phone data. The below data shows visitors that attended the festival and stayed overnight. This does not include Airbnb bookings.

33.5% of Visitors drove 30+ miles to the Festival

Kerrville Hotel Stay top hits were:

YO Ranch Hotel: 142 people
Super 8 by Wyndham Kerrville TX: 95 people
La Quinta Inn & Suites Kerrville: 67 people
Inn of the Hills Hotel: 66 people
WorldMark Hunt Stablewood Springs: 26 people
River Trail Cottages: 23 people
Motel 6: 23 people
Holiday Inn Express & Suites Kerrville TX: 18 people
Hampton Inn: 18 people
Days Inn Kerrville: 16 people
Thompson House: 14 people
Best Western Sunday House Inn: 14 people

Describe process for determining distance traveled to attend the event:

Clint Morris of Crowd Kinestics in Kerrville runs an analysis of the crowd for our festival, using cell phone data.

Distance traveled:

<10 miles: 58.3%

10-30 miles: 8.2%

30-50 miles: 7.6%

50-100 miles: 9.6%

100-250 miles: 10.2%

250+ miles: 6.1%

List all advertising/promotion for this event/program/project:

Press release conducted via print by Arcadia Live on May 15th, 2024 to Kerrville Convention and Visitors Bureau, the city, the Chamber of Commerce, all local newspapers, The Kerr County Lead and all local radio stations.

Digital announcements began on Arcadia Live and Kerrville's 4th on the River social medias in February 2024. Digital ads continued monthly, biweekly and weekly as we drew closer to the 4th of July. In all, we had over 70+ posts.

Printed and distributed posters throughout Kerrville and in surrounding cities, such as Fredericksburg, Bandera, Ingram, Center Point and Comfort.

JAM Broadcasting and The Kerr County Lead agreed to be our Marketing/Media Sponsors. JAM played out 30 second advertisement spots 2-6 times per day, for a month leading up to the event on three separate stations, KRVL-FM, KAXA-FM, and KZAH-FM - a total of 252 spots for a value of \$5,000.

JAM Broadcasting broadcasted live from the event this year. They provided music, local advertisements and sponsorship announcements between sets as well as patriotic music during the firework display, broadcast over the radio for patrons to tune in to from near or far. This year JAM also broadcasted each performer live on their station for everyone to hear.

Executive Director and Events Coordinator did live interviews with all JAM radio stations and the Lead to promote the event and discuss the details of the day for the community.

Multiple email marketing campaigns sent to all our members and patrons.

Please attach the following documents for the HOT post report to be considered:

Copies of Advertising/Promotion

Detailed listing of expense reimbursement request

Copies of invoices and proof of payment for each line item on summary statement

Please attach documentation supporting an increase in overnight stays, which could include a combination of the following:

List of zip codes of attendees and/or city/state of residence

Proof of actual rooms used as part of hotel blocks

Event survey that includes overnight stays

Any other documentation showing an increase in overnight stays

Submit report and attachments electronically no later than 60 days following the event/program/project to:

Submit any other documents required by agreement

I/We hereby certify that all information provided in this report and attachments are true and correct.

Name (Print): Stacie Leporati

Title: Executive Director

Signature: Stacie Leporati

Date: 7/31/2024