City Council Meeting Agenda
June 23, 2026 at 6:00 PM
City Hall, 701 Main Street, Kerrville, Texas

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 recordings 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, and encouraged to submit the form before the meeting begins. Each speaker is limited to four minutes.

CALL TO ORDER: Mayor Joe Herring, Jr.

INVOCATION AND PLEDGE OF ALLEGIANCE: Councilmember Crystal Smith

1. **ANNOUNCEMENTS OF COMMUNITY INTEREST:** *Items of community interest, including expressions of thanks, congratulations, condolences; holidays; recognitions; city sponsored events, or events city officials will attend; safety and imminent threats to the public. No action will be taken.*

2. **PRESENTATIONS:**

   2.A Statement and Oath of Office: Jerel L. Haley, Chief of Police. *(S McElhannon, City Secretary)*

   2.B Proclamation: 250th Anniversary of the United States of America. *(J Herring, Mayor)*

   2.C Proclamation: 100th Anniversary of the Arcadia Theater. *(J Herring, Mayor)*

   2.D 2026 Achievement of Excellence Award to the Kerrville City Secretary Office by the State of Texas Municipal Clerk Association. *(J Herring, Mayor)*

3. **FINANCE:**

   3.A Financial Report. *(J Behrens, Director Finance)*

4. **VISITORS/CITIZENS FORUM:** *Any citizen with business not scheduled on the agenda may speak to City Council. Prior to speaking, each speaker must complete a speaker request form and give it 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.*

5. **CONSENT AGENDA:** *No discussion is anticipated on these items, which are considered routine, or included in the budget adoption process, or addressed in a workshop, staff report, or prior Council discussion. These items will be approved collectively by a single vote unless a Councilmember, staff, or citizen requests separate consideration. Approval of items is recommended which will authorize the Mayor or City Manager to take all actions necessary:*

   5.A Ordinance No. 2026-09, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property within the 3400 Block of TX 534 Loop; from a Light Commercial Zoning District (C-2) to a Multifamily Residential Zoning District (R-3); and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-09 on first reading.*

5.B Ordinance No. 2026-10, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 404 Crawford Street; from a Medium Density Residential Zoning District (R-2) to an Industrial and Manufacturing Zoning District (IM): and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-10 on first reading.*

5.C Ordinance No. 2026-11, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 3020 Memorial Boulevard; from a Light Commercial Zoning District (C-2) to a Residential Mix Zoning District (RM): and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-11 on first reading.*

5.D Ordinance No. 2026-12, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 3030 Memorial Boulevard; from a Light Commercial Zoning District (C-2) to a Residential Mix Zoning District (RM): and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-12 on first reading.*

5.E Resolution No. 27-2026. A Resolution authorizing the use of internal combustion engines on Nimitz Lake upstream of the City's impoundment dam for the Kerrville Triathlon and the safety of competitors. *(J Brimhall, Director Parks & Recreation)*

5.F Public Facility Corporation meeting minutes June 09, 2026. *(S McElhannon, City Secretary)*

5.G City Council workshop minutes June 09, 2026. *(S McElhannon, City Secretary)*

5.H City Council meeting minutes June 09, 2026. *(S McElhannon, City Secretary)*

5.I City Council Budget Workshop minutes June 16, 2026. *(S McElhannon, City Secretary)*

6. **CONSIDERATION AND POSSIBLE ACTION:**

6.A Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for Improvements made to the City's Quinlan Creek Interceptor Sewer Line. *(M Hornes, Asst City Manager)*

6.B Professional Services Agreement with Freese and Nichols, Inc. for the Quinlan Interceptor Project in the amount of $456,386.00. **(BUDGETED)** *(K. Burow, Director Engineering)*

6.C Approval of Amendment to the Interlocal Agreement for Use of Facilities Between City of Kerrville and Kerrville Independent School District. *(J Brimhall, Director Parks & Rec)*

6.D Construction contract with Presidio Contracting, LLC for the River Trail Camp Meeting Bridge project in the amount of $264,000.00. ***(BUDGETED)*** *(K Burow, Director Engineering)*

6.E Services Agreement between the City of Kerrville, Texas, and the Tivy Mountain Historic Black Cemetery Association for conveyance of Cemetery. *(D Rice, City Manager)*

6.F Resolution No. 28-2026. A Resolution authorizing the conveyance of City owned real estate to the Tivy Mountain Historic Black Cemetery Association, a Texas Nonprofit Association, in accordance with State Law and City Policy; said property generally located at 1280 Cypress Creek Road and comprising an approximate 2.8 acre tract of land, being a portion of Survey No. 114 in the name of Samuel Wallace. (This item is eligible for Executive Session 551.072.) *(D Rice, City Manager)*

7. **EXECUTIVE SESSION:** *City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above if items meet the qualifications in Chapter 551 of the Texas Government Code. City Council also reserves the right to meet in executive session on the following issue(s):*

7.A Resolution No. 28-2026. A Resolution authorizing the conveyance of City owned real estate to the Tivy Mountain Historic Black Cemetery Association, a Texas Nonprofit Association, in accordance with State Law and City Policy; said property generally located at 1280 Cypress Creek Road and comprising an approximate 2.8 acre tract of land, being a portion of Survey No. 114 in the name of Samuel Wallace. (551.072) *(D Rice, City Manager)*

7.B Personnel matters: City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of or hear a complaint or charge against the City Manager. (551.074) *(D Sigerman, Councilmember)*

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

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

ADJOURN.

The facility is wheelchair accessible, and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this event. Please contact the City Secretary's Office at 830-258-1118 for further information. I hereby certify that this agenda was posted as notice of the meeting on the City Hall bulletin board and on the City's website June 16, 2026 at 4:30pm, and remained posted continuously for at least 3 business days preceding the scheduled time of the meeting. *Shelley McElhannon, TRMC,* City Secretary, City of Kerrville, Texas

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

CAPTION: Financial Report. *(J Behrens, Director Finance)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/11/2026

SUBMITTED BY:
JULIE BEHRENS, Director of Finance

EXHIBITS:
None

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:
Financial Report

RECOMMENDED ACTION:
NA

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

CAPTION: Ordinance No. 2026-09, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property within the 3400 Block of TX 534 Loop; from a Light Commercial Zoning District (C-2) to a Multifamily Residential Zoning District (R-3); and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-09 on first reading.*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/11/2026

SUBMITTED BY:
Drew Paxton, Director of Planning and Development

EXHIBITS:
1. 20260609 Ord 2026-09 Zone change R3, 3400 TX 534 Loop
2. PZ-2026-4_Current Zoning Map
3. PZ-2026-4_K2050 Future Land Use Map
4. PZ-2026-4_26272 Roadrunner Lot Survey-FINAL

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
Yes

Key Priority Area:
H – Housing

SUMMARY:

Proposal: The applicant requests a zoning change from **Light Commercial District (C-2) to Multi-Family Residential District (R-3).** This change would allow for the development of Roadrunner Lofts, a proposed 40-unit multifamily housing development consisting of 1, 2 and 3-bedroom units. The development is planned to include indoor and outdoor community areas for gathering and educational opportunities. Roadrunner Lofts is proposed as a class A apartment community with high-quality finishes and energy-efficient equipment.

Future K2050 land use designates this property as Community Commercial (CC). However, the Community Commercial land use designation recommends small-scale

multifamily development as a secondary land use. As such, this request is consistent with the K2050 Comprehensive Plan.

Procedural Requirements:

- **Public notification letters:** Sent to **6 adjacent property owners** on **4/23/2026**
- **Public notice publication:** Hill Country Community Journal on **4/15/2026**
- **Public hearing sign:** Posted on **4/24/2025**
- **Public comment received:** None at time of drafting this agenda bill.

Staff Analysis & Recommendation:

Consistency with Kerrville 2050 Plan

- Proposed location is within the Community Commercial (CC) area on the Future Land Use Plan where small-scale multifamily development is supported as a secondary land use
- Proposed location is within proximity to other residential developments
- Proposed location fronts a major thoroughfare so is suited for this location
- **Conclusion:** Request aligns with Kerrville 2050 goals for this area

Adjacent Zoning & Land Uses

- **Subject Property:**
  - **Current Zoning:** Light Commercial (C-2)
  - **Existing Use:** Vacant land
- **North:**Public and Institutional (PI)
  - **Existing Use:** Tivy High School
- **South:**Light Commercial (C-2)
  - **Existing Use:** Vacant land
- **West:**Loop 534 and Medium Density Residential (R-2)
  - **Existing Use:** Loop 534 and Single-Family Detached Homes
- **East:**Agriculture (AG)
  - **Existing Use:** Vacant land (Third Creek creek)

Thoroughfare & Traffic Impact:

- No impact on the thoroughfare system anticipated
- No traffic impact anticipated. TxDOT may require a traffic study at project development to determine if traffic mitigation is warranted.

Parking Requirements; Off-street parking requirements to be met at time of project development.

Recommendation: Based on consistency with the Kerrville 2050 Comprehensive Plan, the Planning and Zoning Commission recommended approval of the case.

June 9, 2026, City Council unanimously approved Ordinance No. 2026-09 on first reading.

RECOMMENDED ACTION:
Approve Ordinance No. 2026-09 second reading.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2026-09

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS (ZONING CODE) BY CHANGING THE ZONING OF A PROPERTY WITHIN THE 3400 BLOCK OF TX 534 LOOP; FROM A LIGHT COMMERCIAL ZONING DISTRICT (C-2) TO A MULTIFAMILY RESIDENTIAL ZONING DISTRICT (R-3); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on June 9, 2026, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located within the 3400 block of Loop 534; such change to result in the removal of the property from a Light Commercial Zoning District (C-2) to placement within a Multifamily Residential Zoning District (R-3); and

WHEREAS, on June 9, 2026, City Council held a public hearing on this zoning change pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. City Council amends the Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances ("Zoning Code") by amending the *Official Zoning Map* to designate the following described property zoned as within a Multifamily Residential Zoning District (R-3):

> **Legal Description**: Being an approximate 2.298-acre tract out of Abstract No. 347, Wallace Survey No. 113, within the City of Kerrville, Kerr County, Texas; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."
>
> **Address**: 3400 block of Loop 534, Kerrville, TX 78028.

SECTION TWO. The City Manager is directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein for the Property and to take other actions contemplated by and in accordance with the Zoning Code.

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

SECTION FOUR. The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION FIVE. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is authorized 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 SIX. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the 9th day of June, A.D., 2026.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the 23rd of June, A.D., 2026.

ATTEST:

Joe Herring, Jr., Mayor

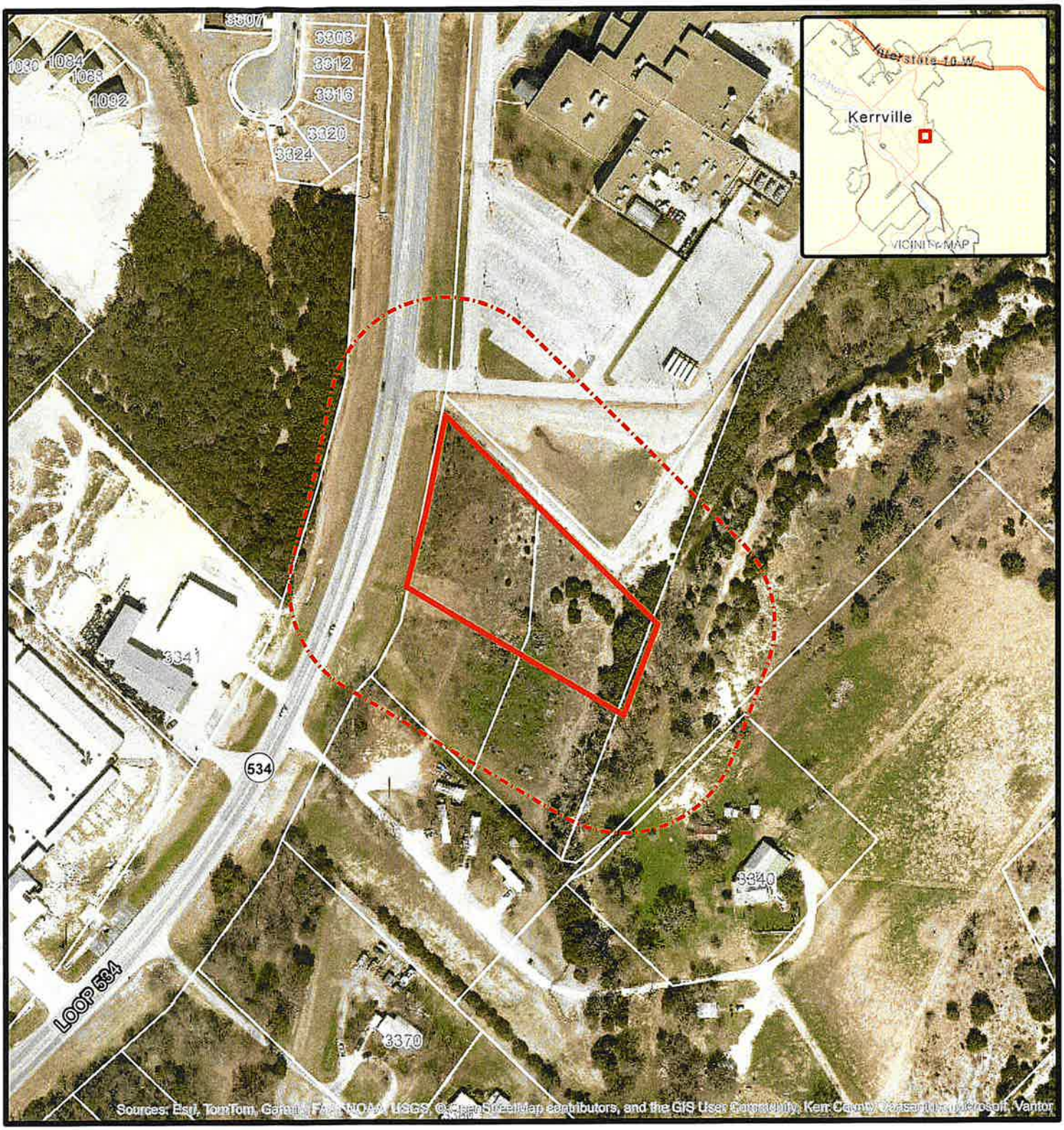
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

William L. Tatsch, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\ORD\Property(s)\3100 Loop 534_C-2 to R-3_012726.docx

EXHIBIT A



Location Map

Case # PZ-2026-4

Location:

2.298-ac within Survey 113 Abstract 347

04/17/2026

Legend

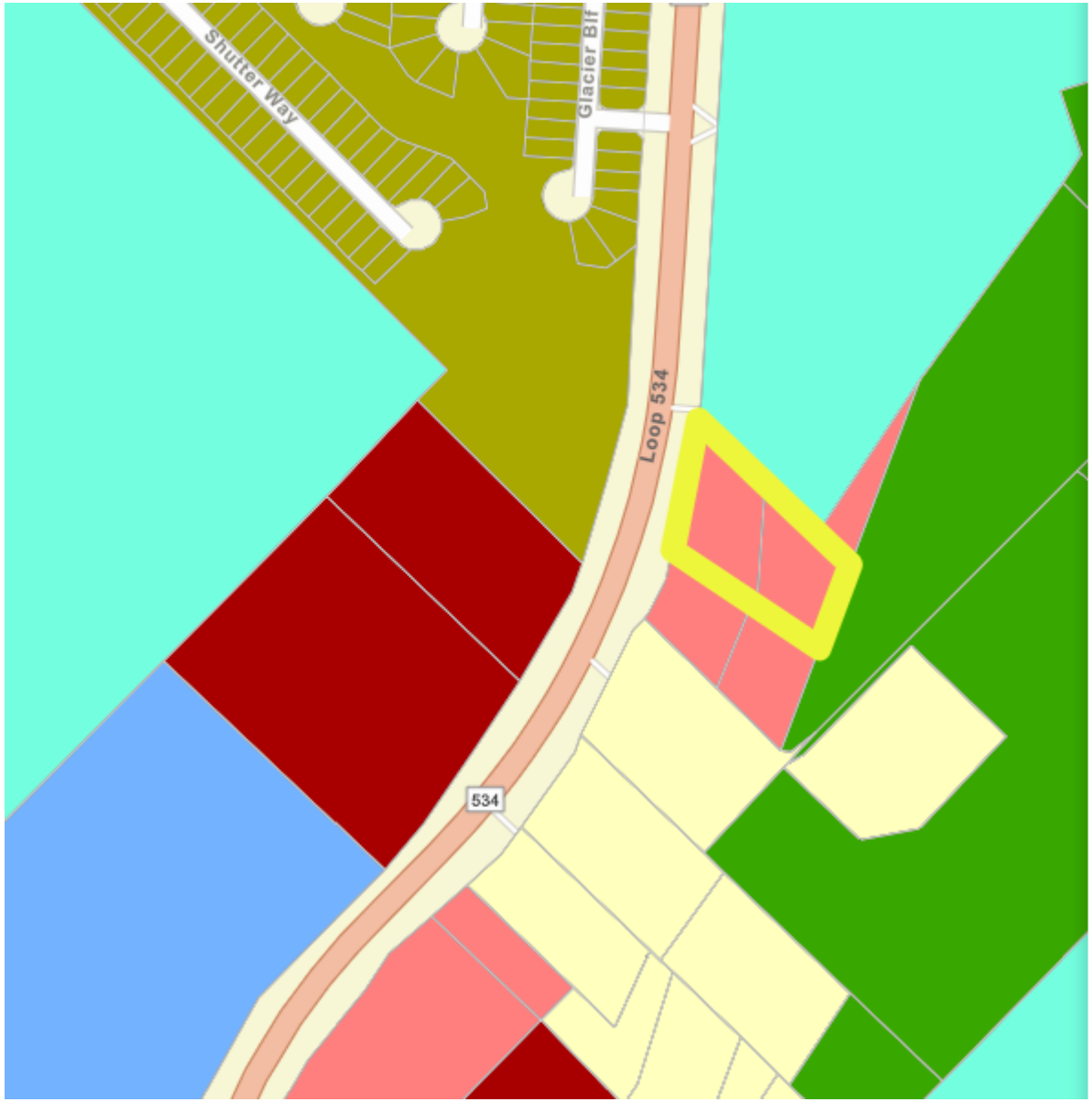
- Subject Properties
- 200 Feet Notification Area

N W E S

0 75 150 300

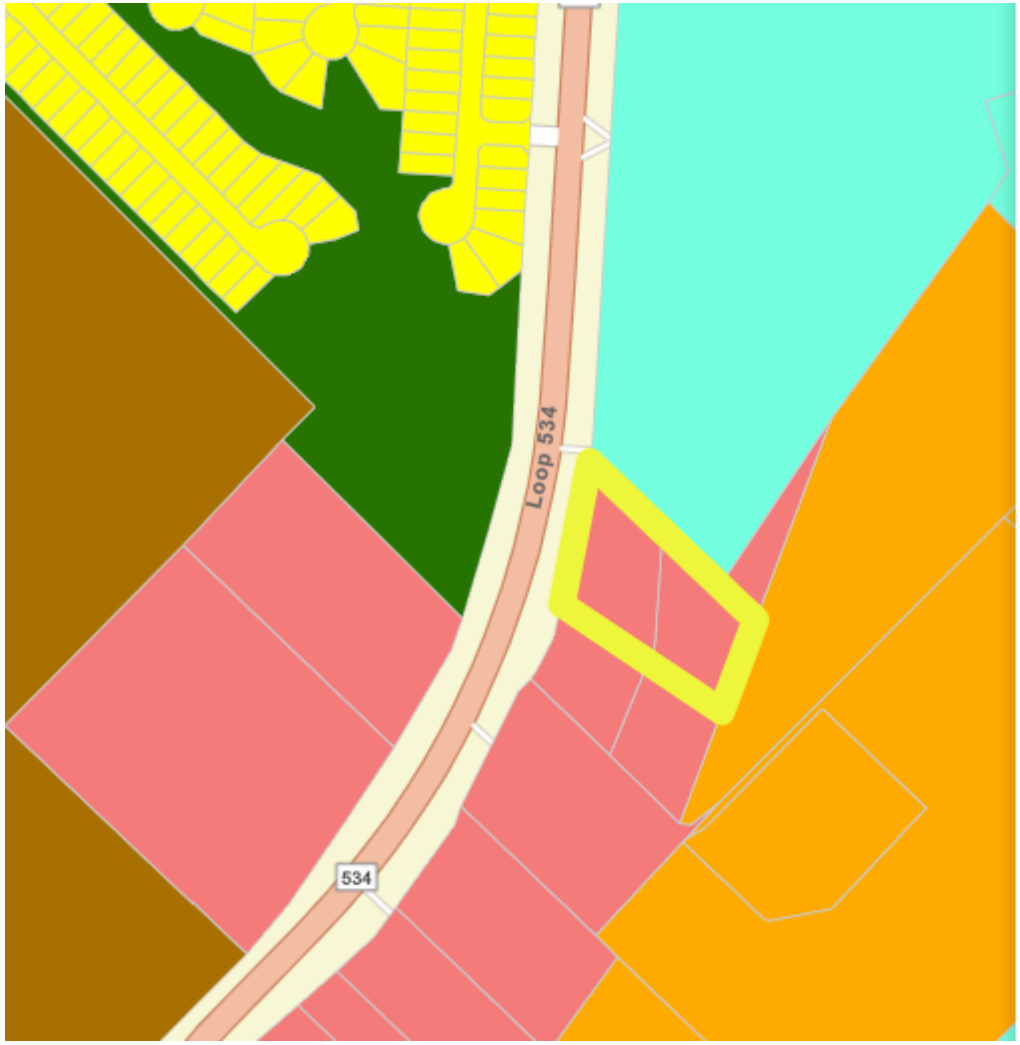
Scale In Feet

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.



Zoning District (Current)

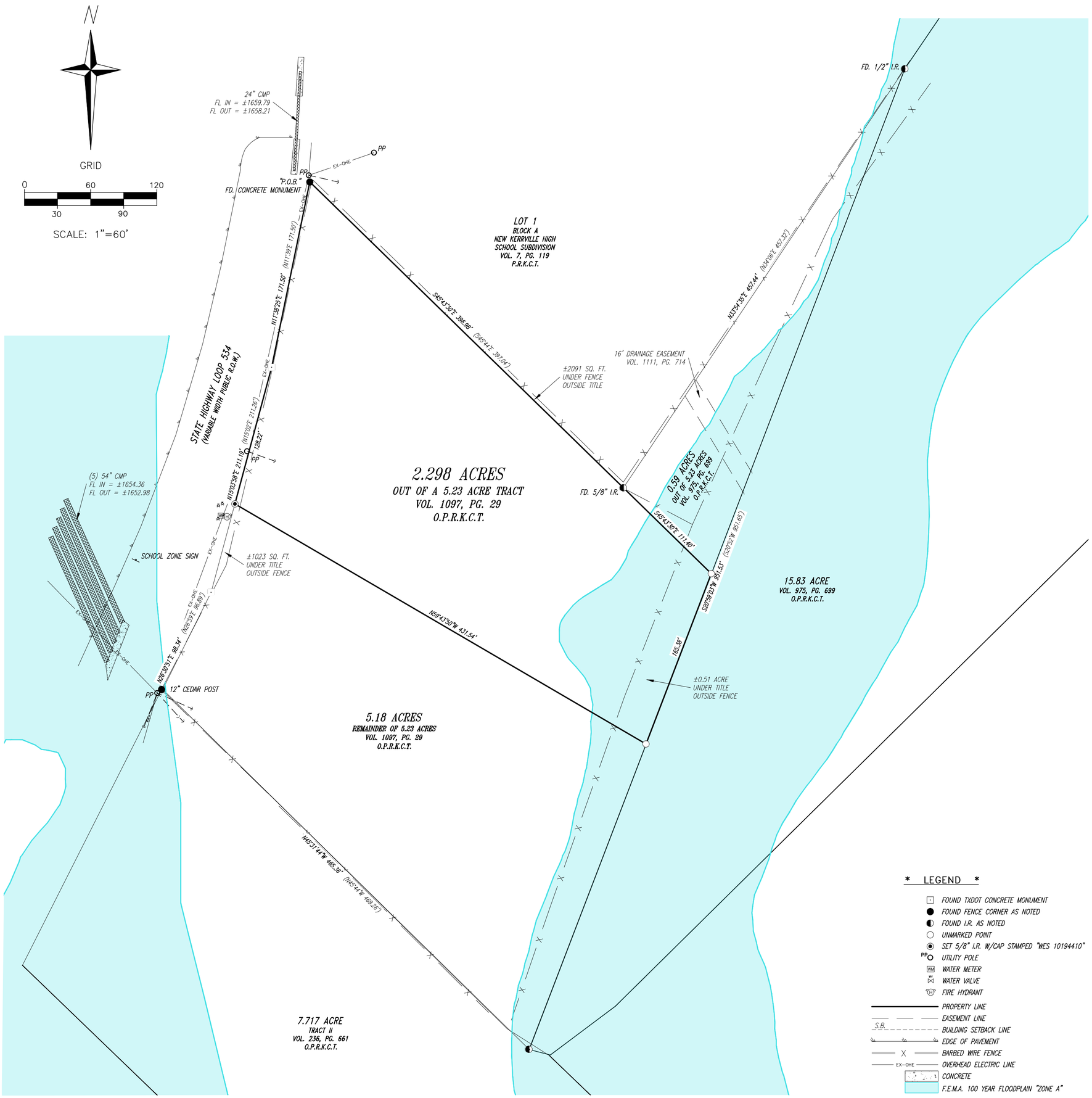
- RE Estate Residential
- R-1 Single-Family Residential
- R-1A Single-Family Residential with Accessory Dwelling Unit
- R-2 Medium Density Residential
- R-3 Multifamily Residential
- RM Residential Mix
- RT Residential Transition
- C-1 Neighborhood Commercial
- C-2 Light Commercial
- C-3 General Commercial
- IM Industrial and Manufacturing
- DAC Downtown Arts and Culture
- MU Mixed Use
- PD Planned Development
- PI Public and Institutional
- AD Airport
- AG Agriculture
- DC Downtown Core

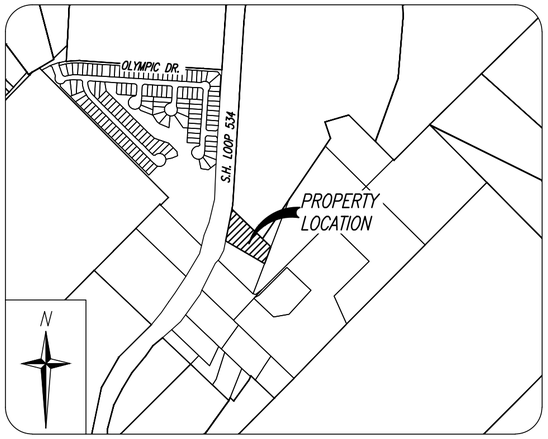


Kerrville 2050 Future Land Use 2025

Place Type

- Agriculture, Conservation, and Recreation (ACR)
- Community Commercial (CC)
- Downtown (D)
- Entertainment - Mixed Use (EMU)
- Estate Residential (ER)
- Heavy Commercial - Light Industrial (HCLI)
- Neighborhood Residential (NR)
- Park and Open Space (PO)
- Preservation Residential (PR)
- Public Use (PU)
- Regional Commercial (RC)
- Rural Living (RL)
- Transitional Residential (TR)
- Undefined





VICINITY MAP
1"=2000'
SOURCE: KERR COUNTY CAD

* NOTES *

1. THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH, BASED UPON RTK/GNSS OBSERVATIONS. REFERENCED TO N.A.D. 83, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE. ADJUSTED TO HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. SCALE = 1.0001382225
2. THIS SURVEY MEETS OR EXCEEDS THE TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS MINIMUM STANDARDS FOR LAND TITLE SURVEYS.
3. ALL DISTANCES TO STRUCTURES ARE TAKEN PERPENDICULAR FROM LOT LINES.
4. ADDITIONAL MONUMENTS NOT A PART OF THIS SURVEY ARE MARKED WITH AN ASTERISK, I/E, *N89°29'29"W*
5. THIS TRACT LIES WITHIN THE BOUNDARIES OF A SPECIAL FLOOD HAZARD AREA DESIGNATED AS "ZONE A" AS APPROXIMATELY SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP (FIRM) #48265C0490F EFFECTIVE 03/03/2011. THIS IS AN AREA OF 1.0% CHANCE OF FLOOD HAZARD.
6. WHERE SURVEYED OR COMPUTED COURSES DIFFER FROM THOSE OF RECORD, THE RECORD COURSE IS EXPRESSED IN PARENTHESES, I/E, 1680.61' (1680.00'). (COURSE VALUE PER DEED VOL. 1097, PG. 29 O.P.R.K.C.T.)
7. THIS SURVEY WAS PREPARED FOR SALLIE BURCHETT OF STRUCTUR DEVELOPMENT AND SHOULD ONLY BE USED FOR A SINGLE PROPERTY TRANSACTION. THIS SURVEY WAS PERFORMED FOR A SINGLE CONVEYANCE OF THE SUBJECT PROPERTY FOR THE EXCLUSIVE USE OF THE PARTIES OF THE SAID TRANSACTION AND IS NOT INTENDED FOR USE BY OTHER PARTIES IN THE FUTURE.
8. THIS SURVEY, PLAT, DRAWING, OR EXHIBIT DOES NOT REPRESENT NOR INTEND TO REPRESENT A COMPLETE SET OF ALL LOCAL, STATE, AND FEDERAL REGULATIONS. IT IS THE RESPONSIBILITY OF ANY INDIVIDUAL OR ENTITY THAT HAS AN INTEREST IN THIS PROPERTY OR TRACT(S), NOT THE SURVEYOR, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE LOCAL, STATE, AND FEDERAL, LAWS, AND REGULATIONS RELATING BUT NOT LIMITED TO BUILDING, CONSTRUCTION, DEVELOPMENT, IMPROVEMENT, ENVIRONMENTAL IMPACTS, OR ANY OTHER MODIFICATION UPON THE SUBJECT PROPERTY OR TRACT(S).
9. THIS EXHIBIT IS THE COMPANION TO A WRITTEN COURSE DESCRIPTION.

THIS SURVEY WAS CONDUCTED WITHOUT BENEFIT OF A TITLE COMMITMENT

BASED ON A FIELD SURVEY CONDUCTED ON THE GROUND
FEBRUARY 18, 2026

* LEGEND *

- FOUND TXDOT CONCRETE MONUMENT
- FOUND FENCE CORNER AS NOTED
- FOUND I.R. AS NOTED
- UNMARKED POINT
- SET 5/8" I.R. W/CAP STAMPED "WES 10194410"
- PP UTILITY POLE
- WM WATER METER
- WV WATER VALVE
- FIRE HYDRANT
- PROPERTY LINE
- EASEMENT LINE
- S.B. BUILDING SETBACK LINE
- EDGE OF PAVEMENT
- X BARBED WIRE FENCE
- EX-OHE OVERHEAD ELECTRIC LINE
- CONCRETE
- F.E.M.A. 100 YEAR FLOODPLAIN "ZONE A"

LAND TITLE SURVEY

2.298 ACRE

WITHIN THE SAMUEL WALLACE SURVEY No. 113, ABSTRACT No. 347, BEING PART OF A CALLED 5.28 ACRE TRACT OF LAND, RECORDED IN VOLUME 1097, PAGE 29 OFFICIAL PUBLIC RECORDS OF KERR COUNTY, TEXAS within THE CITY OF KERRVILLE, TEXAS

* SURVEYOR'S CERTIFICATION *

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED AND REGISTERED IN THE STATE OF TEXAS, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT ALL DIMENSIONAL DETAILS AND RELATIVE BEARINGS ARE CORRECT AS SHOWN, ALL EASEMENTS AND RIGHTS OF WAY OF RECORD ARE AS SHOWN, AND THERE ARE NO ENCROACHMENTS OR OVERLAPS OF IMPROVEMENTS, EXCEPT AS NOTED HEREON.

DATED: FEBRUARY 26, 2026

Jared Martin, R.P.L.S.
Registration No. 7162

STATE OF TEXAS
REGISTERED
JARED MARTIN
7162
PROFESSIONAL
LAND SURVEYOR

WELLBORN ENGINEERING & SURVEYING
631 WATER STREET
KERRVILLE TX 78028
830-217-7100
wellbornengineering.com
FIRM# 10194410
T.B.P.E.L.S.

PROJECT:	SCALE:	FIELD:	DRAFTING:	CHECKED:
WES: 26-048	1"=60'	WG	BM	JM

LAST FIELD VISIT: 02.23.2026
LAST DRAFT REVISION: 02.26.2026
SHEET NO. 1 of 1

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

CAPTION: Ordinance No. 2026-10, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 404 Crawford Street; from a Medium Density Residential Zoning District (R-2) to an Industrial and Manufacturing Zoning District (IM): and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-10 on first reading.*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/11/2026

SUBMITTED BY:
Drew Paxton, Director of Planning and Development

EXHIBITS:
1. 20260609 Ord 2026-10 Zone change to IM, 404 Crawford St
2. PZ-2026-6_Current Zoning Map
3. PZ-2026-6_K2050 Future Land Use Map
4. PZ-2026-6_Surrounding Commercial Use Map
5. PZ-2026-6_Franco_In Favor with Conditions

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

Proposal: The applicant requests a zoning change from **Medium Density Residential (R-2) to Industrial and Manufacturing (IM).** This change would permit an already existing business to expand onto the adjacent property in an area of the City that currently has a mix of residential and commercial uses.

The K2050 future land use map designates this property as Neighborhood Residential (NR). However, it is located directly adjacent to existing commercial uses and within less than a quarter mile of Sidney Baker St, a major commercial corridor. Although not in strict alignment with K2050, the Planning & Zoning Commission has the right to look

at the full context of the request and determine the best path forward.

Procedural Requirements

- **Public notification letters:** Sent to **12 adjacent property owners** on **4/23/2026**
- **Public notice publication:** Hill Country Community Journal on **4/15/2026**
- **Public hearing sign:** Posted on **4/24/2026**
- **Public comment received:** One comment in favor, with a request that noise be limited and that any new structure not block their view.

Staff Analysis & Recommendation

Consistency with Kerrville 2050 Plan

- Located within the Neighborhood Residential (NR) area on the Future Land Use Plan
- Location is adjacent to existing commercial property
- Location is within less than a quarter mile of Sidney Baker St
- Area is near city limit and surrounded by other commercial businesses
- **Conclusion:** Although this request does not strictly align with Kerrville 2050 goals for this area, the Planning & Zoning Commission may make a determination based on the full context of the request.

Adjacent Zoning & Land Uses

- **Subject Property:**
  - **Current Zoning:** Medium Density Residential (R-2)
  - **Existing Use:** Vacant land
- **North:**Peterson Dr, Single-Family (R-1), and Residential Mix (RM)
  - **Existing Use:** Single family residence and manufactured homes
- **South:**Industrial & Manufacturing (IM) and Light Commercial (C-2)
  - **Existing Use:** Commercial businesses
- **West:**Medium Density Residential (R-2)
  - **Existing Use:** Single-family residence and vacant land
- **East:**Residential Mix (RM)
  - **Existing Use:** Manufactured housing

Thoroughfare & Traffic Impact

- No impact on the thoroughfare system

- No traffic impact anticipated

Parking Requirements: Will meet current off-street parking requirements at time of development

Recommendation: The Planning & Zoning Commission recommended approval.

June 9, 2026, City Council unanimously approved Ordinance No. 2026-10 on first reading.

RECOMMENDED ACTION:
Approve or deny the zoning change request.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2026-10

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS (ZONING CODE) BY CHANGING THE ZONING OF A PROPERTY KNOWN AS 404 CRAWFORD STREET; FROM A MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT (R-2) TO AN INDUSTRIAL AND MANUFACTURING ZONING DISTRICT (IM); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on June 9, 2026, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located at 404 Crawford Street; such change to result in the removal of the property from a Medium Density Residential Zoning District (R-2) to placement within an Industrial and Manufacturing Zoning District (IM); and

WHEREAS, on June 9, 2026, City Council held a public hearing on this zoning change pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. City Council amends the Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances ("Zoning Code") by amending the *Official Zoning Map* to designate the following described property zoned as within an Industrial and Manufacturing Zoning District (IM):

> **Legal Description**: Being an approximate 0.61-acre tract out of Valley View Subdivision, Block 2, Lot 2, within the City of Kerrville, Kerr County, Texas; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."
>
> **Address**: 404 Crawford Street, Kerrville, TX 78028.

SECTION TWO. The City Manager is directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein for the Property and to take other actions contemplated by and in accordance with the Zoning Code.

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

SECTION FOUR. The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION FIVE. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is authorized 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 SIX. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the 9th day of June, A.D., 2026.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the 23rd of June, A.D., 2026.

ATTEST:

Joe Herring, Jr., Mayor

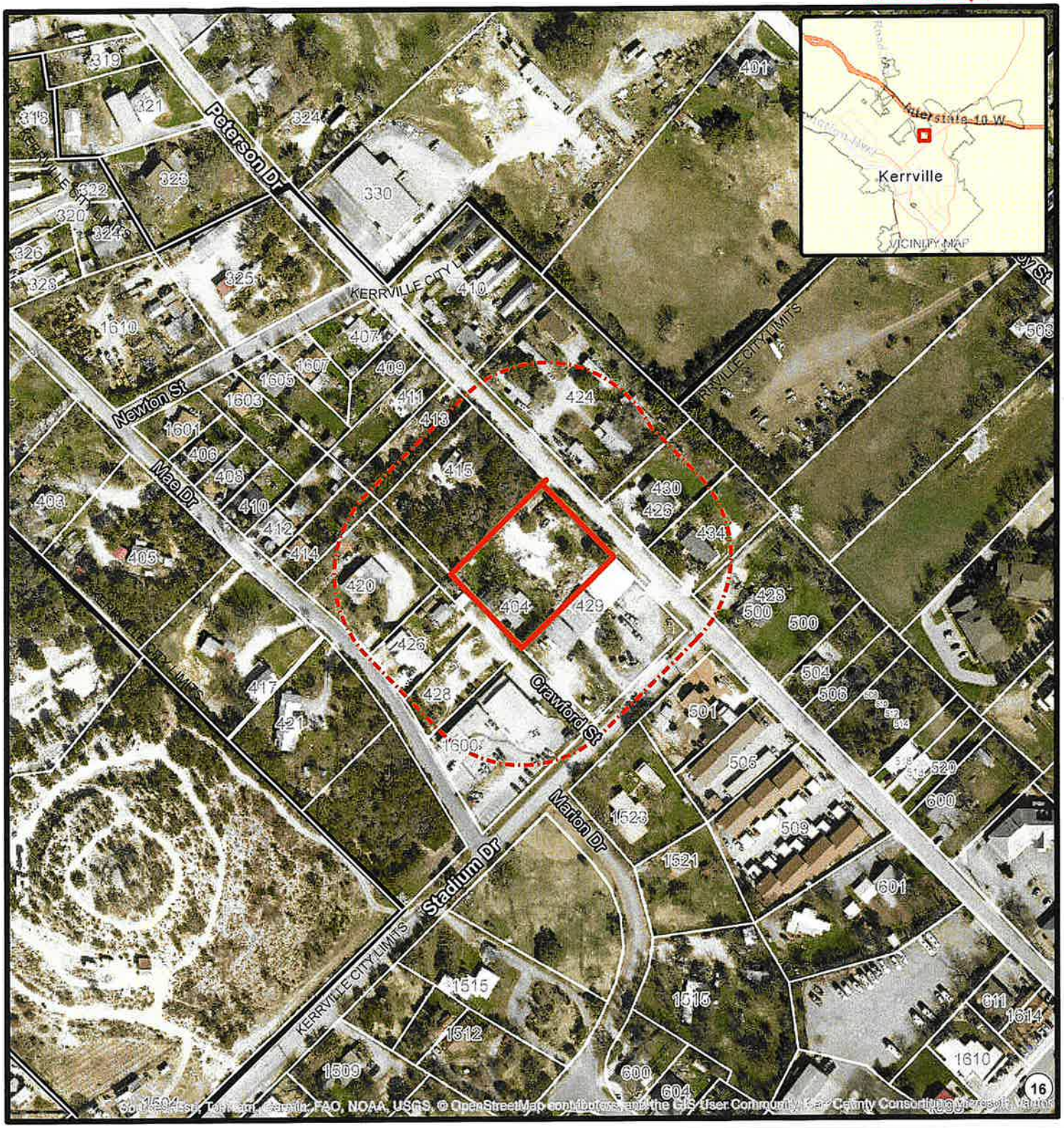
Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

William L. Tatsch, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\ORD\Property(s)\3400 Loop 534_C-2 to R-3_012726.docx

EXHIBIT A



Location Map

Case # PZ-2026-6

Location:
404 Crawford St

04/08/2026

Legend

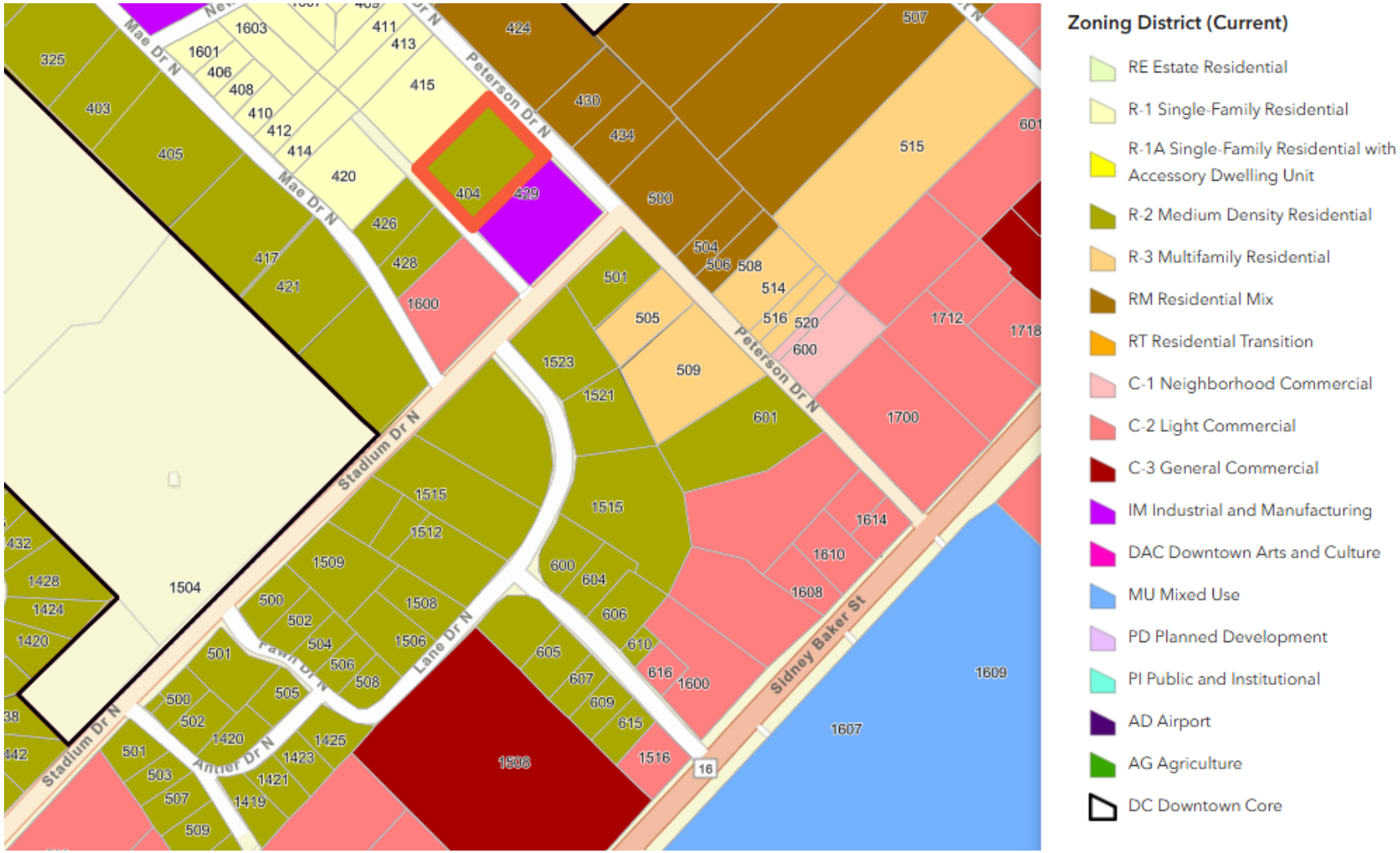
- Subject Properties
- 200 Feet Notification Area

N W E S

0 75 150 300
Scale In Feet

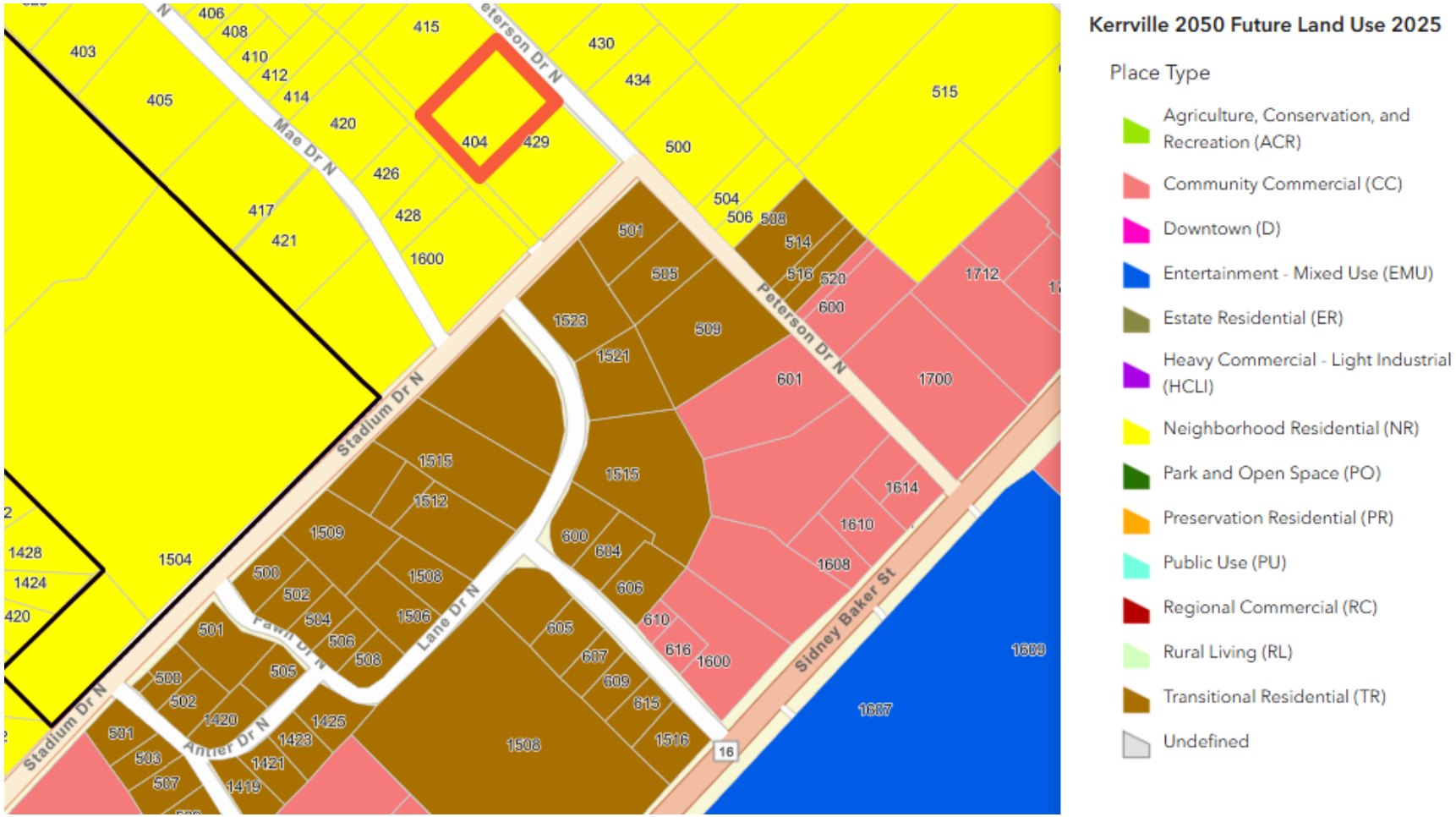
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

PZ-2026-6_Current Zoning Map

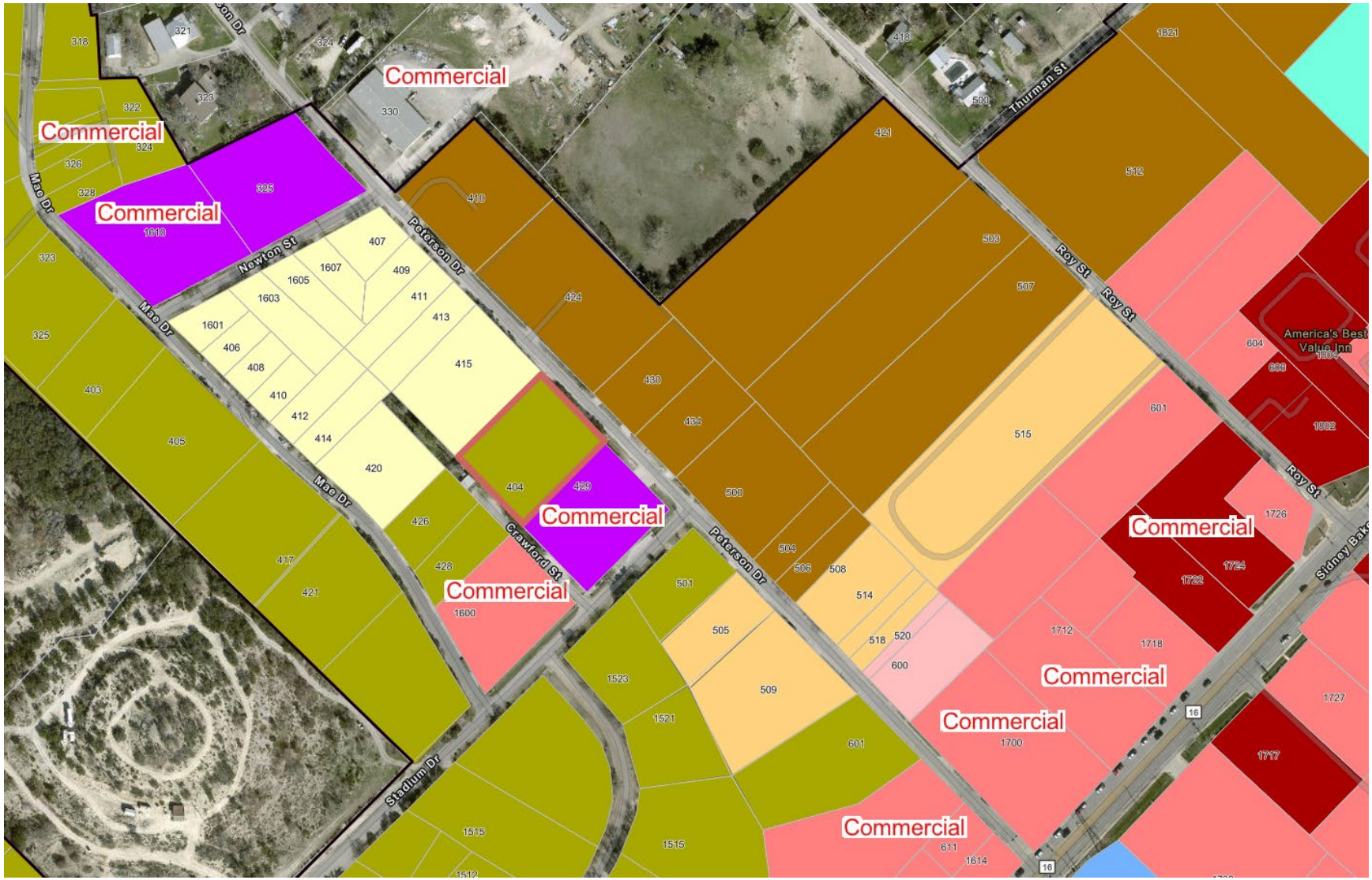


PZ-2026-6

K2050 Future Land Use



PZ-2026-6
Surrounding Commercial Use Map



From:	Erin Nicole Franco
To:	Planning Division
Subject:	[External] Referencing a change in zoning from medium density residential district (R-2) to industrial and manufacturing district (IM) for the property identified at 404 Crawford St. lot 2 block 2 Valley View Subdivision; KCAD Property ID 39645
Date:	Tuesday, April 28, 2026 12:17:37 PM

Good afternoon,

We would like to take the opportunity to support the proposed request with the condition that the plans exclude the construction of a site that contributes to noise pollution or a structure(s) that obstruct our valley view.

We've reached out to Lenard Crafted Homes and hope to be made privy to the plans for the property.

Thank you,
Elfego and Erin Franco
426 Mae Drive, Kerrville

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

CAPTION: Ordinance No. 2026-11, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 3020 Memorial Boulevard; from a Light Commercial Zoning District (C-2) to a Residential Mix Zoning District (RM): and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-11 on first reading.*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/11/2026

SUBMITTED BY:
Drew Paxton, Director of Planning and Development

EXHIBITS:
1. 20260609 Ord 2026-11 Zone change RM, 3020 Memorial Blvd
2. PZ-2026-7_Current Zoning Map
3. PZ-2026-7_K2050 Future Land Use Map
4. PZ-2026-7_King_Opposed

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

Proposal: The applicant requests a zoning change from **Light Commercial (C-2) to Residential Mix (RM) on the properties addressed as 3020 and 3030 Memorial Blvd (Hwy 27).** This change in zoning would permit a manufactured home to be placed on each of the two properties. Without the zoning change, manufactured homes would not be permitted. The owners are making this request in order to replace an existing manufactured home that is no longer habitable (3020 Memorial Blvd), and to install a manufactured home to replace an existing home in need of significant repairs (3030 Memorial Blvd). The existing residential access onto Memorial Blvd (Hwy 27) is nonconforming based on current zoning code. If the zoning change is approved, this

nonconforming access would need to remain in place for a residential use.

The K2050 future land use plan designates these properties as Transitional Residential (TR), the primary land use being small-lot, single-family detached homes, patio homes, townhomes, duplexes, quadplexes and small condominiums and apartments. Other features of TR are a network of complete, walkable streets that are accessible by car, bike or foot. TR provides a transition between low-density residential neighborhoods and higher-density uses, such as commercial.

This request appears to be in alignment with K2050. The Planning & Zoning Commission has the right to look at the full context of the request to determine the best path forward.

The K2050 Future Land Use Map does not include any Commercial land uses along this existing Memorial Blvd (Hwy 27) street corridor in this location. This may be an area recommended for a future study of the future land use map.

Procedural Requirements

- **Public notification letters:** Sent to **26 adjacent property owners** on **4/23/2026**
- **Public notice publication:** Hill Country Community Journal on **4/15/2026**
- **Public hearing sign:** Posted on **4/24/2026**
- **Public comment received:** None at time of drafting this agenda bill.

Staff Analysis & Recommendation

Consistency with Kerrville 2050 Plan

- Located within the Transitional Residential (TR) area on the Future Land Use Plan
- Location is adjacent to existing commercial and residential properties
- Access onto Memorial Blvd (Hwy 27) is nonconforming due to these two lots being existing residential uses
- **Conclusion:** This request aligns with Kerrville 2050 goals for this area. The Planning & Zoning Commission may make a determination based on the full context of this request.

Adjacent Zoning & Land Uses

- **Subject Property:**
  - **Current Zoning:** Light Commercial (C-2)
  - **Existing Use:** Single-family homes
- **North:**Light Commercial (C-2) and Residential Transition (RT)

    - **Existing Use:** Single-family home
- **South:**Hwy 27, Light Commercial (C-2), and General Commercial (C-3)
    - **Existing Use:** Lambert's Glass and single-family home
- **West:**Light Commercial (C-2)
    - **Existing Use:** Single-family home
- **East:**Light Commercial (C-2)
    - **Existing Use:** Terminix Pest Control

Thoroughfare & Traffic Impact

- No impact on the thoroughfare system
- No traffic impact anticipated

Parking Requirements: Will meet current off-street parking requirements at time of development

Recommendation: The Planning & Zoning Commission recommended approval.

June 9, 2026, City Council unanimously approved Ordinance No. 2026-11 on first reading.

RECOMMENDED ACTION:
Approve or deny the zoning change request.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2026-11

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS (ZONING CODE) BY CHANGING THE ZONING OF A PROPERTY KNOWN AS 3020 MEMORIAL BOULEVARD; FROM A LIGHT COMMERCIAL ZONING DISTRICT (C-2) TO A RESIDENTIAL MIX ZONING DISTRICT (RM); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on June 9, 2026, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located at 3020 Memorial Boulevard; such change to result in the removal of the property from a Medium Density Residential Zoning District (C-2) to placement within a Residential Mix Zoning District (RM); and

WHEREAS, on June 9, 2026, City Council held a public hearing on this zoning change pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. City Council amends the Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances ("Zoning Code") by amending the *Official Zoning Map* to designate the following described property zoned as within an Residential Mix Zoning District (RM):

> **Legal Description**: Being an approximate 0.418-acre tract out of the Wallace Survey No. 112, ABS A0360, within the City of Kerrville, Kerr County, Texas; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."
>
> **Address**: 3020 Memorial Boulevard, Kerrville, TX 78028.

SECTION TWO. The City Manager is directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein for the Property and to take other actions contemplated by and in accordance with the Zoning Code.

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

SECTION FOUR. The terms and provisions of this Ordinance shall be deemed to be severable in that if any portion of this Ordinance is declared to be invalid, the same shall not affect the validity of the other provisions of this Ordinance.

SECTION FIVE. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is authorized 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 SIX. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the 9th day of June, A.D., 2026.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the 23rd of June, A.D., 2026.

ATTEST:

Joe Herring, Jr., Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

William L. Tatsch, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\ORD\Property(s)\3020 Memorial Blvd_C-2 to R-2_012726.docx

EXHIBIT A

04/07/2026

Location Map

Case # PZ-2026-7

Location:

3020 Memorial Blvd; 3030 Memorial Blvd

Legend

- Subject Properties
- 200 Feet Notification Area

N W E S

0 75 150 300

Scale In Feet

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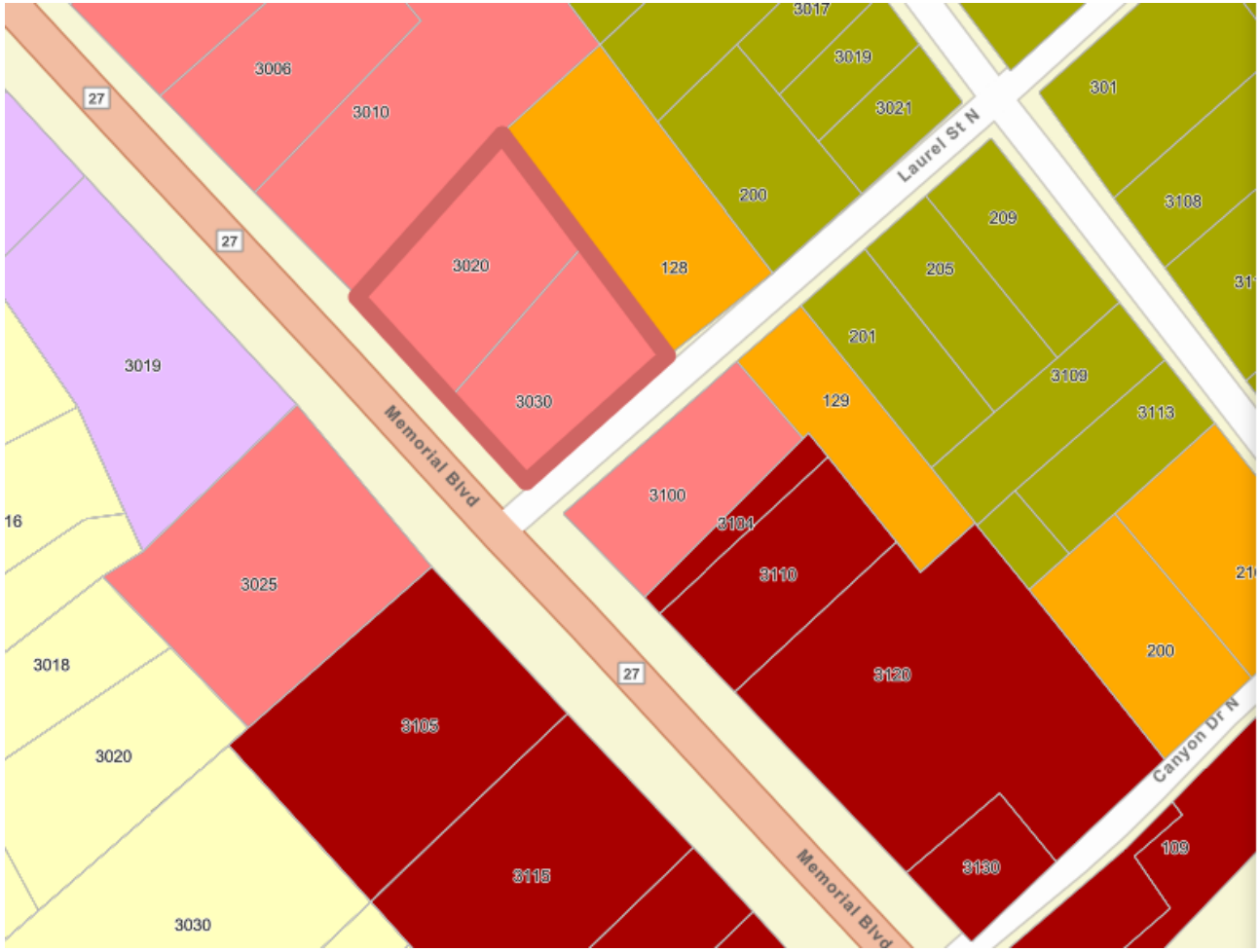
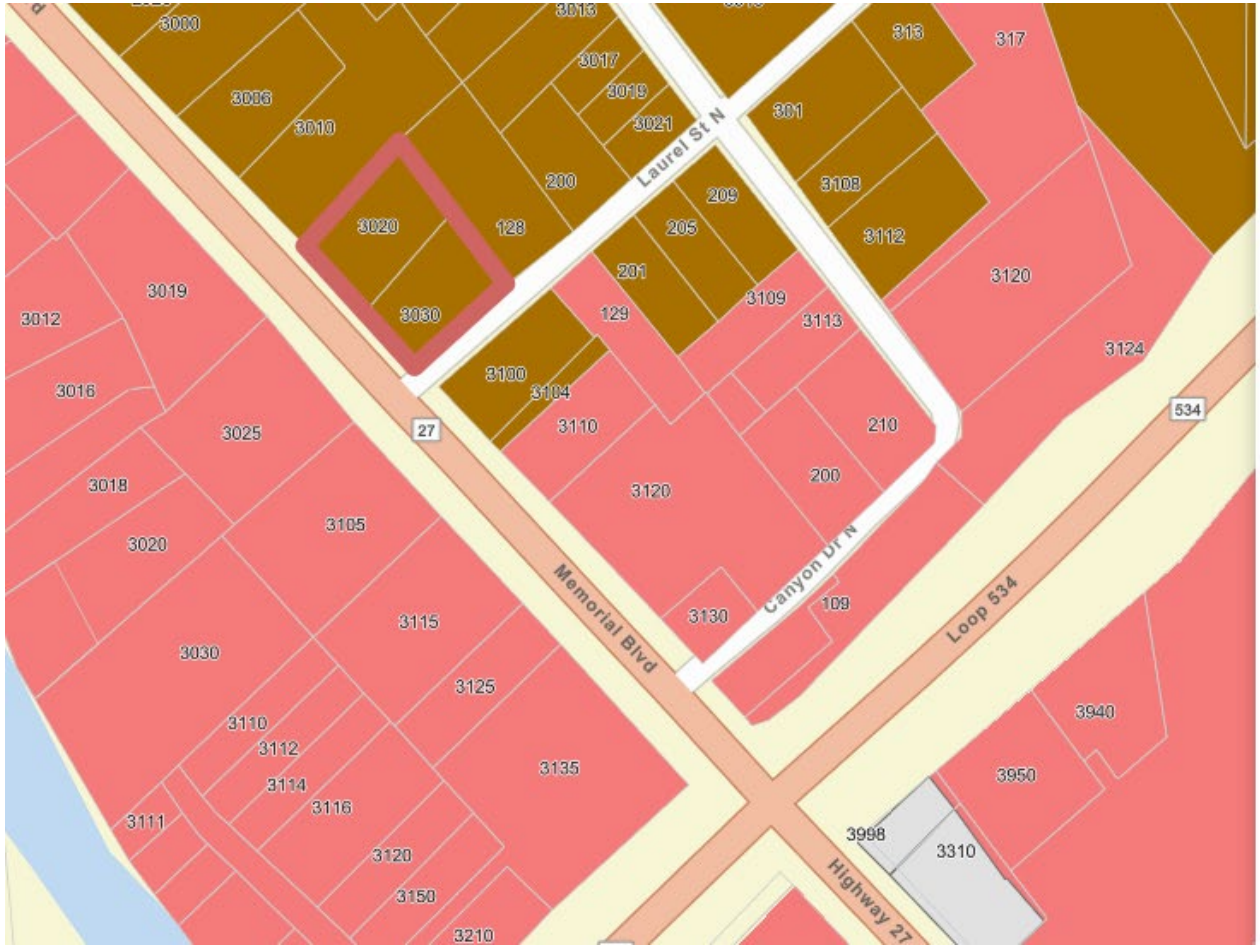


Zoning District (Current)

- RE Estate Residential
- R-1 Single-Family Residential
- R-1A Single-Family Residential with Accessory Dwelling Unit
- R-2 Medium Density Residential
- R-3 Multifamily Residential
- RM Residential Mix
- RT Residential Transition
- C-1 Neighborhood Commercial
- C-2 Light Commercial
- C-3 General Commercial
- IM Industrial and Manufacturing
- DAC Downtown Arts and Culture
- MU Mixed Use
- PD Planned Development
- PI Public and Institutional
- AD Airport
- AG Agriculture
- DC Downtown Core



Kerrville 2050 Future Land Use 2025

Place Type

- Agriculture, Conservation, and Recreation (ACR)
- Community Commercial (CC)
- Downtown (D)
- Entertainment - Mixed Use (EMU)
- Estate Residential (ER)
- Heavy Commercial - Light Industrial (HCLI)
- Neighborhood Residential (NR)
- Park and Open Space (PO)
- Preservation Residential (PR)
- Public Use (PU)
- Regional Commercial (RC)
- Rural Living (RL)
- Transitional Residential (TR)
- Undefined

From: Stephen King
To: Drew Paxton; Stephen King
Subject: [External] Request for Zoning change- 3020 Memorial Dr
Date: Wednesday, May 6, 2026 9:20:52 AM

Drew, I am writing concerning the request to change the zoning at 3020 and 3030 Memorial from C-2 to RM. I own the property at 3010 Memorial Drive and am a direct offset to these properties. I oppose this change to RM to allow a manufactured home to be placed on these properties. This is a frontage lot to HWY 27. All of the frontage from near downtown to Loop 534 is zoned C-2 or Community Commercial for a reason. This is to allow light commercial businesses in Kerrville to have a place to do business in.

The Comprehensive plan disagrees with the current zoning and would allow this use. I think that was a mistake or overlooked when It was passed. I should be amended to reflect the current zoning that is in place along the Hwy 27 corridor on both sides of the road. The property across the highway reflects this and zoning is in agreement with the Plan.

The current trend along Memorial is not putting Manufactured Housing on the frontage lots. It is C-2. Lambert Glass paid $350K for a lot across from these properties and built a very nice building for their business. Airtech A/C just moved in 5 lots down the street.
Terminix, Caring Senior Services, Classic Collision and Plumbrite Plumbing are all on Memorial within 300 yards of these properties.
I hope that P&Z will disapprove this request and go forward with amending the Comprehensive plan to agree with current zoning for all Frontage property along Memorial. This is prime real estate for our local businesses to move to and conduct their businesses. They live in Kerrville and should be allowed to do business in Kerrville. Please don't set a precedent by allowing this change.

Stephen King
2768 Indian Wells Dr.
Kerrville, Texas 78028

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

CAPTION: Ordinance No. 2026-12, second reading. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 3030 Memorial Boulevard; from a Light Commercial Zoning District (C-2) to a Residential Mix Zoning District (RM): and providing other matters relating to the subject. *(D Paxton, Director Development). June 9, 2026, City Council unanimously approved Ordinance No. 2026-12 on first reading.*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/11/2026

SUBMITTED BY:
Drew Paxton, Director of Planning and Development

EXHIBITS:
1. 20260609 Ord 2026-12 Zone change RM, 3030 Memorial Blvd
2. PZ-2026-7_Current Zoning Map
3. PZ-2026-7_K2050 Future Land Use Map
4. PZ-2026-7_King_Opposed

Expenditure:
Amount Budgeted:
Account Number:
Account Balance:
Payment to/Vendor name:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

Proposal: The applicant requests a zoning change from **Light Commercial (C-2) to Residential Mix (RM) on the properties addressed as 3020 and 3030 Memorial Blvd (Hwy 27).** This change in zoning would permit a manufactured home to be placed on each of the two properties. Without the zoning change, manufactured homes would not be permitted. The owners are making this request in order to replace an existing manufactured home that is no longer habitable (3020 Memorial Blvd), and to install a manufactured home to replace an existing home in need of significant repairs (3030 Memorial Blvd). The existing residential access onto Memorial Blvd (Hwy 27) is nonconforming based on current zoning code. If the zoning change is approved, this

nonconforming access would need to remain in place for a residential use.

The K2050 future land use plan designates these properties as Transitional Residential (TR), the primary land use being small-lot, single-family detached homes, patio homes, townhomes, duplexes, quadplexes and small condominiums and apartments. Other features of TR are a network of complete, walkable streets that are accessible by car, bike or foot. TR provides a transition between low-density residential neighborhoods and higher-density uses, such as commercial.

This request appears to be in alignment with K2050. The Planning & Zoning Commission has the right to look at the full context of the request to determine the best path forward.

The K2050 Future Land Use Map does not include any Commercial land uses along this existing Memorial Blvd (Hwy 27) street corridor in this location. This may be an area recommended for a future study of the future land use map.

Procedural Requirements

- **Public notification letters:** Sent to **26 adjacent property owners** on **4/23/2026**
- **Public notice publication:** Hill Country Community Journal on **4/15/2026**
- **Public hearing sign:** Posted on **4/24/2026**
- **Public comment received:** None at time of drafting this agenda bill.

Staff Analysis & Recommendation

Consistency with Kerrville 2050 Plan

- Located within the Transitional Residential (TR) area on the Future Land Use Plan
- Location is adjacent to existing commercial and residential properties
- Access onto Memorial Blvd (Hwy 27) is nonconforming due to these two lots being existing residential uses
- **Conclusion:** This request aligns with Kerrville 2050 goals for this area. The Planning & Zoning Commission may make a determination based on the full context of this request.

Adjacent Zoning & Land Uses

- **Subject Property:**
  - **Current Zoning:** Light Commercial (C-2)
  - **Existing Use:** Single-family homes
- **North:**Light Commercial (C-2) and Residential Transition (RT)

    - **Existing Use:** Single-family home
- **South:**Hwy 27, Light Commercial (C-2), and General Commercial (C-3)
    - **Existing Use:** Lambert's Glass and single-family home
- **West:**Light Commercial (C-2)
    - **Existing Use:** Single-family home
- **East:**Light Commercial (C-2)
    - **Existing Use:** Terminix Pest Control

Thoroughfare & Traffic Impact

- No impact on the thoroughfare system
- No traffic impact anticipated

Parking Requirements: Will meet current off-street parking requirements at time of development.

Recommendation: The Planning & Zoning Commission recommended approval.

June 9, 2026, City Council unanimously approved Ordinance No. 2026-12 on first reading.

RECOMMENDED ACTION:
Approve or deny zoning change request.

CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2026-12

AN ORDINANCE AMENDING CHAPTER 60 OF THE CODE OF ORDINANCES, CITY OF KERRVILLE, TEXAS (ZONING CODE) BY CHANGING THE ZONING OF A PROPERTY KNOWN AS 3030 MEMORIAL BOULEVARD; FROM A LIGHT COMMERCIAL ZONING DISTRICT (C-2) TO A RESIDENTIAL MIX ZONING DISTRICT (RM); AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, pursuant to Texas Local Government Code Sections 211.006 and 211.007, notice has been given to all parties in interest and citizens by publication in the official newspaper for the City of Kerrville, Texas ("City"), and otherwise, of a hearing held before the City Council on June 9, 2026, which considered a report of the City's Planning and Zoning Commission regarding its recommendations on this Ordinance, the adoption of which will result in the change of a zoning district for the property located at 3030 Memorial Boulevard; such change to result in the removal of the property from a Medium Density Residential Zoning District (C-2) to placement within a Residential Mix Zoning District (RM); and

WHEREAS, on June 9, 2026, City Council held a public hearing on this zoning change pursuant to the published notice and has considered the application, comments, reports, and recommendations of the Planning and Zoning Commission and staff, public testimony, and other relevant support materials;

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

SECTION ONE. City Council amends the Zoning Code for the City of Kerrville, Texas, Chapter 60 of the Code of Ordinances ("Zoning Code") by amending the *Official Zoning Map* to designate the following described property zoned as within an Resdidential Mix Zoning District (RM):

> **Legal Description**: Being an approximate 0.2988-acre tract out of the ABS A0360, Wallace Survey No. 112, within the City of Kerrville, Kerr County, Texas; said property depicted at **Exhibit A**, attached hereto and made a part hereof for all purposes, and hereafter referred to as the "Property."
>
> **Address**: 3030 Memorial Boulevard, Kerrville, TX 78028.

SECTION TWO. The City Manager is directed to amend the City's *Official Zoning Map* to reflect the change in districts adopted herein for the Property and to take other actions contemplated by and in accordance with the Zoning Code.

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

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SECTION FIVE. Pursuant to Texas Local Government Code §52.013(a) and Section 3.07 of the City's Charter, the City Secretary is authorized 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 SIX. This Ordinance shall become effective immediately upon the expiration of ten days following publication, as provided for by Section 3.07 of the City Charter.

PASSED AND APPROVED ON FIRST READING, this the 9th day of June, A.D., 2026.

PASSED AND APPROVED ON SECOND AND FINAL READING, this the 23rd of June, A.D., 2026.

ATTEST:

Joe Herring, Jr., Mayor

Shelley McElhannon, City Secretary

APPROVED AS TO FORM:

William L. Tatsch, City Attorney

T:\Legal\DEVELOPMENT SERVICES (Planning)\Zoning\ORD\Property(s)\3020 Memorial Blvd_C-2 to R-2_012726.docx

EXHIBIT A

04/07/2026

Location Map

Case # PZ-2026-7

Location:

3020 Memorial Blvd; 3030 Memorial Blvd

Legend

- Subject Properties
- 200 Feet Notification Area

N
W E
S

0 75 150 300

Scale In Feet

CITY OF KERRVILLE TEXAS

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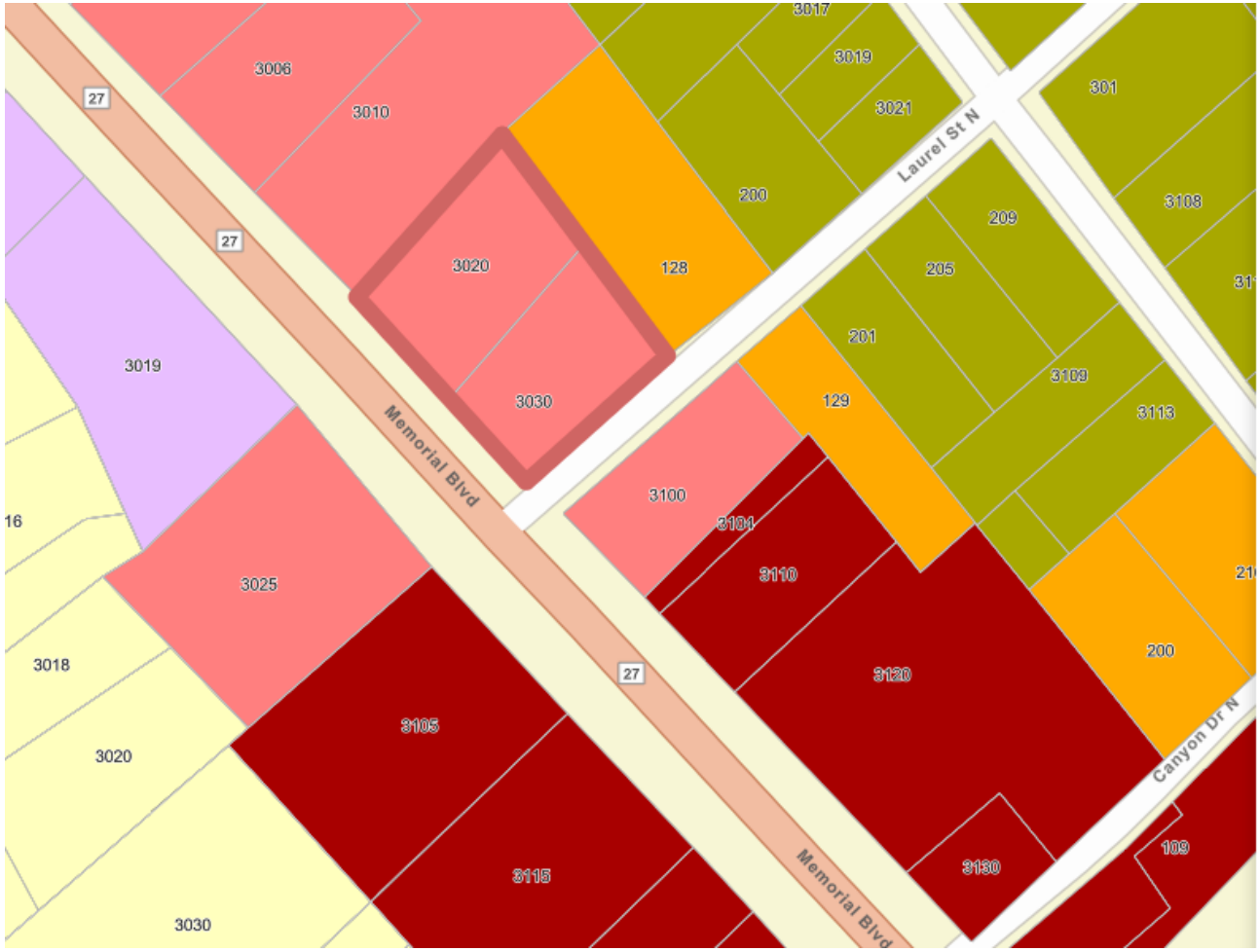

Zoning District (Current)

- RE Estate Residential
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- R-2 Medium Density Residential
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- IM Industrial and Manufacturing
- DAC Downtown Arts and Culture
- MU Mixed Use
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- PI Public and Institutional
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- AG Agriculture
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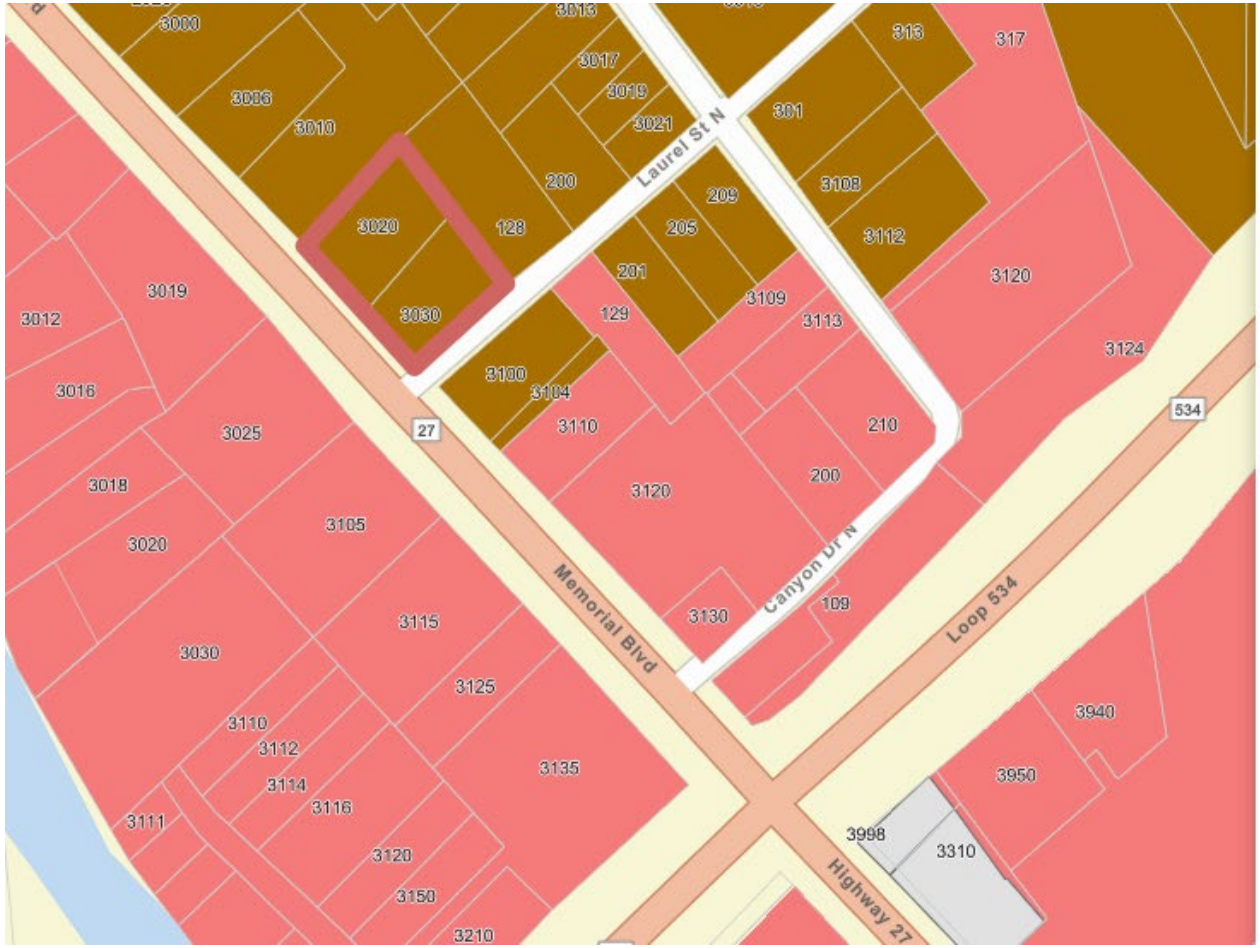

Kerrville 2050 Future Land Use 2025

Place Type

- Agriculture, Conservation, and Recreation (ACR)
- Community Commercial (CC)
- Downtown (D)
- Entertainment - Mixed Use (EMU)
- Estate Residential (ER)
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- Park and Open Space (PO)
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- Regional Commercial (RC)
- Rural Living (RL)
- Transitional Residential (TR)
- Undefined

From: Stephen King
To: Drew Paxton; Stephen King
Subject: [External] Request for Zoning change- 3020 Memorial Dr
Date: Wednesday, May 6, 2026 9:20:52 AM

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The Comprehensive plan disagrees with the current zoning and would allow this use. I think that was a mistake or overlooked when It was passed. I should be amended to reflect the current zoning that is in place along the Hwy 27 corridor on both sides of the road. The property across the highway reflects this and zoning is in agreement with the Plan.

The current trend along Memorial is not putting Manufactured Housing on the frontage lots. It is C-2. Lambert Glass paid $350K for a lot across from these properties and built a very nice building for their business. Airtech A/C just moved in 5 lots down the street.
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Stephen King
2768 Indian Wells Dr.
Kerrville, Texas 78028

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

CAPTION: Resolution No. 27-2026. A Resolution authorizing the use of internal combustion engines on Nimitz Lake upstream of the City's impoundment dam for the Kerrville Triathlon and the safety of competitors. *(J Brimhall, Director Parks & Recreation)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 05/26/2026

SUBMITTED BY:
Jay Brimhall, Director of Parks & Recreaion

EXHIBITS:
1. 20260623 Reso 27-2026 Engines on Nimitz Lake during Krvl Triathlon

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Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
Yes

Key Priority Area:
P – Parks/Open Space/River Corridor, L – Land Use, F – Public Facilities/Services

SUMMARY:

Summary Statement: This resolution authorizes an exception to Chapter 118 of the City Code, which prohibits the use of internal combustion engines on Nimitz Lake upstream of the City's impoundment dam. The exception is requested by Super League, Inc., the organizer of the Kerrville Triathlon, for safety and event support during the swimming portion of the competition.

Background: The City Code restricts motorized boat activity on Nimitz Lake for environmental and recreational reasons. However, City Council is empowered to approve exceptions when a public purpose is served. The Kerrville Triathlon requires support boats equipped with internal combustion engines to ensure the safety of participants during the swim course. Staff has determined this meets the threshold for an authorized exception.

Key Terms of Resolution No. 27-2026:

- **Applicant:** Super League, Inc.and its designated agents
- **Effective Dates:** September 20-30, 2026
- **Maximum Authorized Boats:** 5
- **Automatic Expiration:** October 1, 2026

RECOMMENDED ACTION:
Approve Resolution No. 27-2026.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 27-2026

A RESOLUTION AUTHORIZING THE USE OF INTERNAL COMBUSTION ENGINES ON NIMITZ LAKE UPSTREAM OF THE CITY'S IMPOUNDMENT DAM FOR THE KERRVILLE TRIATHLON AND THE SAFETY OF COMPETITORS

WHEREAS, Chapter 118 of the City Code of Ordinances (the "Code") regulates and prohibits certain activities on Nimitz Lake, the lake upstream of the City's impoundment dam (the "Lake"); and

WHEREAS, one of the prohibited activities is the operation of internal combustion engines on the Lake; and

WHEREAS, under the Code, City Council may authorize an exception to this prohibition by adopting a resolution authorizing an activity that requires the use of an internal combustion engine on the Lake; and

WHEREAS, the organizer of a triathlon to be held in Kerrville and who would like to use the Lake for the swimming portion of its competition, is seeking an exception to the prohibition against combustible engines on the Lake so that the organizer may use boats with combustion engines to ensure the safety of competitors; and

WHEREAS, pursuant to this request and to promote and expand the recreational uses of the Lake, City Council hereby finds that a public purpose exists to authorize the use of internal combustion engines on the Lake;

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

SECTION ONE. City Council authorizes the use of internal combustion engines on the Lake, such authority subject to the following terms:

a. The authority is granted to Super League, Inc., of Boston, Massachusetts, its agents, or representatives and no other person or group;

b. The authority is valid from September 20, 2026, through September 30, 2026; and

c. The authority is limited to no more than five (5) boats with such engines.

SECTION TWO. This Resolution and the authority granted hereby shall automatically expire and be revoked on September 30, 2026.

PASSED AND APPROVED ON this the 23rd day of July, A.D., 2026.

Joe Herring Jr., Mayor

APPROVED AS TO FORM:

William L. Tatsch, City Attorney

ATTEST:

Shelley McElhannon, City Secretary

T:\Legal\Resolutions-General\Combustion Engine Use\Authority to use combustion engine_Ch 118_Nimitz Lake_Triathlon_060126.docx

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

CAPTION: Public Facility Corporation meeting minutes June 09, 2026. *(S McElhannon, City Secretary)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 05/29/2026

SUBMITTED BY:
Shelley McElhannon, City Secretary

EXHIBITS:
1. 20260623 Minutes PFC 6-9-26

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:
June 09, 2026 Public Facility Corporation meeting minutes, 4:00 pm.

RECOMMENDED ACTION:
Approve minutes as presented.

CITY COUNCIL – PUBLIC FACILITY CORPORATION MEETING MINUTES
JUNE 9, 2026 4:00 PM KERRVILLE, TEXAS

On June 9, 2026 at 4:02 PM, Chair Joe Herring, Jr. called the Kerrville City Council Public Facility Corporation meeting to order in City Hall Council Chambers, 701 Main Street.

BOARDMEMBERS PRESENT:
Mayor Joe Herring, Jr
Councilmember Delayne Sigerman
Councilmember Jeff Harris
Councilmember Kent McKinney
Councilmember Place 4 Crystal Smith

BOARDMEMBERS ABSENT:
None

CITY EXECUTIVE STAFF:
Dalton Rice, City Manager
William Tatsch, Interim City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
Jay Brimhall, Director Parks & Rec
Casey Goodman, Emergency Coord
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director Development

1. VISITORS/CITIZENS FORUM: No person(s) spoke.

2. INFORMATION AND DISCUSSION:
2.A Public Facility Corporation update.

Michael Hornes provided information and responded to questions.

3. CONSIDERATION AND POSSIBLE ACTION:
3.A Meeting schedule for 2026 and 2027.

Michael Hornes provided information and advised next annual meeting will be scheduled the second Tuesday in June 2027.

4. EXECUTIVE SESSION: Executive Session was not called nor convened.

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

ADJOURN. Meeting adjourned at 4:07 p.m.

APPROVED BY COUNCIL: _____

APPROVED: ATTEST:

_____ _____
Joe Herring Jr., Mayor/Chair Shelley McElhannon, City Secretary

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

CAPTION: City Council workshop minutes June 09, 2026. *(S McElhannon, City Secretary)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 03/10/2026

SUBMITTED BY:
Shelley McElhannon, City Secretary

EXHIBITS:
1. 20260623 Minutes CC workshop 6-9-26

Expenditure:
Amount Budgeted:
Account Number:
Account Balance:
Payment to/Vendor name:

Kerrville 2050 Item?
No
Key Priority Area:

SUMMARY:
June 09, 2026 City Council workshop minutes, 4:15 pm.

RECOMMENDED ACTION:
Approve minutes as presented.

CITY COUNCIL WORKSHOP MINUTES **JUNE 9, 2026 4:15 PM**
KERRVILLE, TEXAS

CALL TO ORDER: On June 9, 2026 at 4:15 PM, Mayor Joe Herring, Jr. called the Kerrville City Council workshop to order in City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:
Mayor Joe Herring, Jr
Councilmember Delayne Sigerman
Councilmember Jeff Harris
Councilmember Kent McKinney
Councilmember Place 4 Crystal Smith

COUNCILMEMBERS ABSENT:
None

CITY EXECUTIVE STAFF:
Dalton Rice, City Manager
William Tatsch, City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
David Barrera, Director Public Works
Daniel Bigott, Asst Director Public Works
Jay Brimhall, Director Parks & Rec
Kyle Burow, Director Engineering
Casey Goodman, Emergency Mgmt
Martin Greenwell, Comm Manager
Jerel Haley, Interim Chief Police
Eric Maloney, Fire Chief
Chris McCall, Chief Police
Drew Paxton, Director Planning
Charvy Tork, Director IT

VISITORS PRESENT:
Nico Gonzales, John Junker, and Jeff Quinlin, The Baseball Firm
William Whitson, Kerr Together

1. PUBLIC COMMENTS: No person(s) spoke.

2. INFORMATION AND DISCUSSION:
2.A The Baseball Firm, LP will present an operational update on the first six months of the Kerrville Sports Complex lease, which was made effective as of January 1, 2026. Early performance metrics show over 80 teams and nearly 1,000 players have already participated in tournaments at the complex this year. This level of activity fulfills the facility's core purpose of driving economic development by generating hotel tax revenue and increasing customer traffic for local businesses through the Stay to Play model. The update will illustrate how this partnership provides a high-quality venue for residents while producing measurable, performance-based wins for the broader community.

Jay Brimhall introduced the item and Baseball Firm personnel Nico Gonzales and Jeff Quinlan, who provided information and responded to questions.

2.B Kerr Together Legislative Update.

William Whitson provided information and responded to questions.

2.C Emergency Management Update.

Eric Maloney and Casey Goodman provided information and responded to questions.

2.D Lois Street Tank update.

Kyle Burow provided information and responded to questions.

3. <u>CONSIDERATION AND POSSIBLE ACTION:</u>
3.A City Council liaison and interview team selections.

Mayor and Council discussed Interview Teams and liaison selections.
Mayor Herring = KEDC, KPUB, PFC.
Councilmember Jeff Harris = Playhouse 2000, P&Z, Parks & Recreation.
Councilmember Kent McKinney = Airport, EIC, RCC.
Councilmember Delayne Sigerman = RCC, TACAB.
Councilmember Crystal Smith = TIRZ #1, FSAB; and Interview Team of LAB.

4. <u>EXECUTIVE SESSION:</u> Executive Session was not called nor convened.

5. <u>ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF ANY.</u> N/A

<u>ADJOURN.</u> Workshop adjourned at 5:35 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

CAPTION: City Council meeting minutes June 09, 2026. *(S McElhannon, City Secretary)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 05/29/2026

SUBMITTED BY:
Shelley McElhannon, City Secretary

EXHIBITS:
1. 20260623 Minutes CC meeting 6-9-26

Expenditure:
Amount Budgeted:
Account Number:
Account Balance:
Payment to/Vendor name:

Kerrville 2050 Item?
No
Key Priority Area:

SUMMARY:
June 09, 2026 City Council meeting minutes, 6:00 pm.

RECOMMENDED ACTION:
Approve minutes as presented.

CITY COUNCIL MEETING MINUTES **JUNE 9, 2026 6:00 PM**
KERRVILLE, TEXAS

On June 9, 2026 at 6:00 PM, Mayor Joe Herring, Jr. called the Kerrville City Council meeting to order in City Hall Council Chambers, 701 Main Street. Councilmember Kent McKinney provided the invocation, and led the Pledge of Allegiance.

COUNCILMEMBERS PRESENT:
Mayor Joe Herring, Jr
Councilmember Delayne Sigerman
Councilmember Jeff Harris
Councilmember Kent McKinney
Councilmember Place 4 Crystal Smith

COUNCILMEMBERS ABSENT:
None

CITY EXECUTIVE STAFF:
Dalton Rice, City Manager
William Tatsch, City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
David Barrera, Director Public Works
Jay Brimhall, Director Parks & Rec
Martin Greenwell, Comms Manager
Jerel Haley, Asst Police Chief
Eric Maloney, Fire Chief
Chris McCall, Police Chief
Drew Paxton, Director Development
Charvy Tork, Director of IT

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

1. ANNOUNCEMENTS OF COMMUNITY INTEREST:
Martin Greenwell and Councilmember Jeff Harris provided information.

2. PRESENTATIONS:
2.A Citizens Academy participants recognition

Mayor Herring and Charvy Tork recognized Dylan Cannon, Katelyn Christopher, Ian Daugherty, Paula Ejzak, Edward Ejzak and Margo Norat as participants in the fourth Kerrville Citizens' Academy, 2026.

2.B Commendations of Recognition: Economic Improvement Corporation member.

Mayor Herring recognized Kyle Bond for serving as a member of the Economic Improvement Corporation.

2.C Proclamation: June is the Great Outdoors Month.

Mayor Herring proclaimed June 2026 as the Great Outdoors month. The proclamation was accepted by Jay Brimhall.

3. VISITORS/CITIZENS FORUM: The following person(s) spoke:
- Tori Lewis
- William Whitson
- George Baroody
- Chief Eric Maloney

Mayor Herring provided clarification.

4. CONSENT AGENDA:

Councilmember McKinney motioned to approve the Consent Agenda, seconded by Councilmember Crystal Smith. Motion approved 5-0.

4.A City Council Special-Called meeting minutes May 18, 2026.

4.B City Council meeting minutes May 26, 2026.
END OF CONSENT AGENDA.

5. PUBLIC HEARING AND ORDINANCES, FIRST READING:
5.A Ordinance No. 2026-09. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property within the 3400 Block of TX 534 Loop; from a Light Commercial Zoning District (C-2) to a Multifamily Residential Zoning District (R-3); and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2026-09 caption into record. Drew Paxton provided information and responded to questions. Mayor Herring opened the public hearing at 6:33 p.m. The following person(s) spoke: Developer and applicant Sarah Andrew. Mayor Herring closed the public hearing at 6:37 p.m.

Councilmember McKinney made a motion to approve Ordinance No. 2026-09 on first reading, seconded by Councilmember Delayne Sigerman. Motion approved 5-0.

5.B Ordinance No. 2026-10. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 404 Crawford Street; from a Medium Density Residential Zoning District (R-2) to an Industrial and Manufacturing Zoning District (IM): and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2026-10 caption into record. Drew Paxton provided information and responded to questions. Mayor Herring opened the public hearing at 6:40 p.m. The following person(s) spoke: Property owner Craig Lenard, George Baroody. Mayor Herring closed the public hearing at 6:43 p.m.

Councilmember Harris made a motion to approve Ordinance No. 2026-10 on first reading, seconded by Councilmember Sigerman. Motion approved 5-0.

5.C Ordinance No. 2026-11. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 3020 Memorial Boulevard; from a Light Commercial Zoning District (C-2) to a Residential Mix Zoning District (RM): and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2026-11 caption into record. Drew Paxton provided information and responded to questions. Property owner and applicant Marty Rosen spoke. Mayor Herring opened the public hearing at 6:50 p.m. The following person(s) spoke: George Baroody. Mayor Herring closed the public hearing at 6:52 p.m.

Councilmember Sigerman made a motion to approve Ordinance No. 2026-11, seconded by Councilmember Harris. Motion approved 5-0.

5.D Ordinance No. 2026-12. An Ordinance amending Chapter 60 of the Code of Ordinances, City of Kerrville, Texas (Zoning Code) by changing the zoning of a property known as 3030 Memorial Boulevard; from a Light Commercial Zoning District (C-2) to a Residential Mix Zoning District (RM): and providing other matters relating to the subject.

Shelley McElhannon read Ordinance No. 2026-12 caption into record. Drew Paxton provided information and responded to questions. Mayor Herring opened the public hearing at 6:55 p.m. The following person(s) spoke: Marty Rosen. Mayor Herring closed the public hearing at 6:57 p.m.

Councilmember McKinney made a motion to approve Ordinance No. 2026-12 on first reading, seconded by Councilmember Harris. Motion approved 5-0.

6. CONSIDERATION AND POSSIBLE ACTION:

6.A Resolution No. 26-2026. A Resolution granting a major waiver from the Subdivision Code requirement to extend Sanitary Sewer Line to a new development of four homes on property roughly at the intersection of Goat Creek Road and Coronado Drive, Kerr County, Texas, and to allow on-site sewer facilities thereon; subject to certain conditions

Drew Paxton provided information and responded to questions.
The following person spoke: George Baroody.
David Barrera provided clarification.
Applicant Judy Jerkins spoke.

Councilmember Sigerman made a motion to approve Resolution No. 26-2026, seconded by Councilmember Harris. Motion with conditions approved 5-0.

6.B Professional Services Contract with Whirlix Design, Inc. for Louise Hays and Lehman Monroe Park Landscape Architect Services, for an amount not to exceed $165,900.

Jay Brimhall provided information.

Councilmember Harris made a motion to authorize the City Manager to enter into a contract with Whirlix Design, Inc for landscape architecture design services for Louise Hays and Lehman Monroe Parks for an amount not to exceed $165,900, seconded by Councilmember McKinney. Motion approved 5-0.

7. BOARD APPOINTMENTS:

7.A Appointment of Cathrine "Cat" Larson to the Kerr 911 Board of Managers.

Asst Police Chief Jerel Haley provided information.

Councilmember McKinney motioned to appoint Cat Larson as the City of Kerrville representative on the Kerr 911 Board of Managers, seconded by Councilmember Smith. Motion approved 5-0.

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

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

10. ITEMS FOR FUTURE AGENDAS:

Councilmember Sigerman requested to place an Executive Session item on an upcoming agenda to discuss the recent loss of several employees, seconded by Mayor Herring.

ADJOURN. Meeting adjourned at 7:15 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

CAPTION: City Council Budget Workshop minutes June 16, 2026. *(S McElhannon, City Secretary)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 05/29/2026

SUBMITTED BY:
Shelley McElhannon, City Secretary

EXHIBITS:
1. 20260623 Minutes CC budget workshop 6-16-26

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:
June 16, 2026 City Council Budget Workshop minutes, 10:00 am.

RECOMMENDED ACTION:
Approve minutes as presented.

CITY COUNCIL WORKSHOP MINUTES **JUNE 16, 2026 10:00 AM**
KERRVILLE, TEXAS

CALL TO ORDER: On June 16, 2026 at 10:00 AM, Mayor Joe Herring, Jr. called the Kerrville City Council workshop to order in City Hall Council Chambers, 701 Main Street.

COUNCILMEMBERS PRESENT:
Mayor Joe Herring, Jr
Councilmember Delayne Sigerman
Councilmember Jeff Harris
Councilmember Kent McKinney
Councilmember Place 4 Crystal Smith

COUNCILMEMBERS ABSENT:
None

CITY EXECUTIVE STAFF:
Dalton Rice, City Manager
William Tatsch, City Attorney
Kim Meismer, Asst City Manager
Shelley McElhannon, City Secretary
David Barrera, Director Public Works
Julie Behrens, Director Finance
Daniel Bigott, Asst Director Public Works
Jacob Bogusch, Finance Compliance
Jay Brimhall, Director Parks & Rec
Kyle Burow, Director Engineering
Chris Clark, Asst Director Public Works
Martin Greenwell, Comms Manager
Paul Huchton, Strategic Service Coordinator
Yesenia Luna, Municipal Court Coordinator
Diane Miller, Library Director
Drew Paxton, Director Planning
Trina Rodriguez, Asst Finance Director
Trina Sanchez, Asst Director Building Services

1. PUBLIC COMMENTS: No person spoke.

2. INFORMATION AND DISCUSSION:
2.A Proposed Fiscal Year 2027 Budget: Water Fund, Water Fund Asset Replacement, and other small funds.

Mayor Herring and Dalton Rice provided opening comments. Julie Behrens, David Barrera, Dalton Rice, Trina Rodriguez, and Kyle Burow provided information and responded to questions. City Council provided general consensus directing staff to research franchise fees, and begin initial background work reviewing water rate tiers.

ADJOURN. The workshop adjourned at 11:57 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

CAPTION: Project Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation and the City of Kerrville, Texas; for Improvements made to the City's Quinlan Creek Interceptor Sewer Line. *(M Hornes, Asst City Manager)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/09/2026

SUBMITTED BY:

EXHIBITS:
1. 20260623 ProjectFundingAgreement - EIC - QuinlanCreekInterceptorLine

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Kerrville 2050 Item? **Key Priority Area:**
Yes

SUMMARY:
Attached to this item, you will find an agreement between the EIC and the City of Kerrville to fund the Engineering Design for the Quinlan Creek Interceptor project. The objective of this project is to perform design and bid phase services for the City of Kerrville's Quinlan Interceptor project (Project). The Project includes installation of a new 18-inch Quinlan Interceptor in a new alignment along the east side of Quinlan Creek and a new 8-inch line on the west side of Quinlan Creek. Once this project is in service, the existing 8-inch and 10-inch lines crossing Quinlan Creek will be decommissioned from the wastewater system to prevent future damage.
Provided EIC and the City both approve this agreement, City Council will then consider a contract with the engineers to begin work on the design of the Project. EIC approved the agreement at their last meeting on June 15, 2026. In conjunction with the design timeline, City staff will be submitting a grant application to the EDA for the funding of the construction of the Project.

RECOMMENDED ACTION:
Approve the agreement between the City of Kerrville ad the City of Kerrville Economic Improvement Corporation for the Quinlan Interceptor project.

PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS; FOR IMPROVEMENTS MADE TO THE CITY'S QUINLAN CREEK INTERCEPTOR SEWER LINE

THIS PROJECT FUNDING AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2026 ("Effective Date"), by and between the **City of Kerrville, Texas Economic Improvement Corporation** ("EIC"), a Texas non-profit corporation established pursuant to Section 4B of Tex. Rev. Civ. Stat. Art. 5190.6 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code; otherwise known as the Development Corporation Act of 1979 ("the Act"); and the **City of Kerrville, Texas** ("City"), a Texas home-rule municipality. EIC and City may be collectively referred to herein as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS, pursuant to the Act, EIC is authorized to provide funding relating to projects that EIC finds to be encompassed within the definitions of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, EIC was formed to administer the sales and use tax approved by the citizens of Kerrville, Texas, in May 1995 and collected for projects defined by the Act, including:

> *Expenditures that are found by the EIC to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to, streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements as provided by Section 501.103 of the Act*; and

WHEREAS, several developers have purchased property on the northside of the city in order to develop retail and business services; and

WHEREAS, these developers are currently limited in the amount of development they can undertake in light of the current size of the wastewater line known as the Quinlan Interceptor ("Sewer Line"), which services a portion of the northern section of the city; and

WHEREAS, The City's Director of Public Works has determined that one project that will aid the City's economic development is the replacement of the Sewer Line, which is currently at capacity and will require replacement to provide for increased use by further development; and

WHEREAS, City proposes to undertake a Quinlan Interceptor Reroute Project including the construction of a new 18-inch interceptor along Quinlan Creek and abandonment of the existing 10-inch Sewer Line under Quinlan Creek, collectively referred to as the "Project"; and

WHEREAS, the City currently estimates the total cost of the Project to be approximately $6,000,000.00, inclusive of design, construction, grant administration, and contingency; and

WHEREAS, the City, following approval from its City Council, seeks grant funding from the EIC in the amount of $500,000.00, for engineering costs stemming from the Project; and

WHEREAS, EIC finds that the Project as described generally above constitutes a "project" as defined by the Act; and

WHEREAS, more specifically, EIC finds that the Project includes infrastructure necessary to promote or develop new or expanded business enterprises, limited to water and sewer utilities described by Section 501.103 of the Act; and

WHEREAS, EIC finds that it will be in the public interest to enter into this Agreement with City to provide sales tax revenues collected pursuant to the Act ("4B Revenues") to City for costs related to the Project; and

WHEREAS, the EIC published notice for the Project on May 27, 2026, and held a hearing regarding same on June 15, 2026; and

WHEREAS, on May 18, 2026, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held an additional public hearing pursuant to Section 501.072 of the Act related to the proposed expenditure of 4B Revenues for the Project;

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

1. **"Project" Defined**: When used in this Agreement, the phrase "Project" means the project summary and approximate cost itemization, to date, as specified in **Exhibit A**, attached hereto, and included herein for all purposes. City will manage the funding it receives pursuant to this Agreement and the design of the Project. In addition, City shall provide periodic reports to the EIC with respect to the Project, its design, timing, and costs. Where bidding and/or other procurement processes determine that the cost of the Project will exceed the City's estimated cost of the Project, the City is under no obligation to proceed but

may choose to suspend its performance until discussing this issue with the EIC and/or may terminate this Agreement.

2. **Agreement to Fund Project**: EIC agrees to provide City an amount up to and not to exceed $500,000.00 in 4B Revenues for the Project.

3. **Payments Authorized**: City is authorized to make payments for the Project directly from the EIC's General Capital Projects Fund.

4. **Eligible Costs**: Payments made by City from 4B Revenues as authorized by Section 3, above, are limited to the payment of "costs" as defined in the Act.

5. **Project's Timeline**: The City estimates that design work will begin immediately following approval by City Council of this Agreement and the application of Section 505.160, Texas Government Code. Thereafter, the City anticipates that construction activities will begin on or before September 1, 2026. Should such activities not occur by these dates, EIC may elect to terminate this Agreement.

6. **Severability**: The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. **Amendment**: This Agreement may be amended only by written amendment signed by the Parties.

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

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

For City
City Manager, City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028
Facsimile: (830) 792-3850

9. **Applicable Law**: This Agreement is governed by and construed in accordance with the laws of the State of Texas. The Agreement is entered into and fully performable within Kerr County, Texas. Accordingly, venue for any cause of action arising pursuant to this Agreement is proper only in Kerr County, Texas.

10. **Interpretation**: Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

11. **No Joint Venture**: Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between any or all of the Parties.

12. **Parties in Interest**: Nothing in this Agreement shall entitle any Party other than EIC or City to any claim, cause of action, remedy, or right of any term of this Agreement.

13. **Survival of Terms**: All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

14. **Term**. The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the earlier of: (i) March 1, 2028, or when the requirements set forth in this Agreement are completed; (ii) when terminated by mutual agreement of the Parties; or, (iii) at City's discretion, upon City returning all Grant Funding to EIC that it has received under this Agreement. Upon termination of this Agreement as specified herein, all rights, duties, and

obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

15. **Entire Agreement**: This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the year and as of the date indicated.

CITY OF KERRVILLE, TEXAS

Joe Herring, Jr., Mayor

ATTEST:

Shelley McElhannon, City Secretary

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION

Celeste Hamman

Celeste Hamman, President

ATTEST:

Kesha Franchina

Kesha Franchina, Secretary for the EIC

APPROVED AS TO FORM:

William Tatsch

William L. Tatsch, City Attorney

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EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE AND FREESE AND NICHOLS, INC.

ENGINEERING SCOPE OF SERVICES FOR QUINLAN INTERCEPTOR DESIGN AND BID PHASE SERVICES

PROJECT DESCRIPTION: The objective of this project is to perform design and bid phase services for the City of Kerrville's Quinlan Interceptor project (Project). The Project includes installation of approximately 5,500 linear feet (LF) of 18-inch gravity main on the southeast side of Quinlan Creek to Schreiner Golf Course.

SUBCONSULTANTS:

A. Surveyor – Cuplin & Associates Land Surveyors & Planners, Inc
B. Geotechnical Drilling and Testing – Austin Geologic and Beyond Engineering and Testing (BET)

PROJECT SCOPE/ASSUMPTIONS:

A. Gravity Main Design
   1. The gravity main alignment determined by the alignment analysis will be a maximum of 5,500 LF.
   2. The gravity main will begin at the existing 18-inch interceptor on the south side of Quinlan Creek adjacent to 3rd Street and travel northeast, staying on the southeast side of Quinlan Creek, until it intercepts the existing 12-inch interceptor in Schreiner Golf Course.
   3. The Project will include decommissioning of two existing crossings of Quinlan Creek.
   4. The existing 12-inch interceptor on the northwest side of Quinlan Creek will remain in service.
B. General
   1. The Project will utilize EJCDC standard contract documents and FNI's standard specifications.
   2. Easement acquisition services shall be an additional service.
   3. Preparation of metes and bounds descriptions for pipeline easements in excess of twenty (20) will be an additional service.
   4. Storm Water Pollution Prevention Plan(s) will be provided by the Contractor.
   5. Traffic Control Plan(s) will be provided by the Contractor. If needed for permitting purposes, they will be provided as an additional service.
   6. Geotechnical boring locations will be accessible with a truck mounted drilling rig and no mowing, brush clearing or dirt work will be required for access.
   7. Required "By-Pass" pumping plan(s) will be provided by the Contractor.
   8. Construction phase services are not part of this project scope.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

1. Prepare subconsultant agreements:
   a) Cuplin & Associates Land Surveyors & Planners, Inc
   b) Austin Geologic
   c) BET
2. Conduct Internal Kickoff Meeting: Purpose of this meeting is to orient the team members to the work, review project scope, schedule, and budget, and make initial task assignments.
3. Conduct Project Kickoff Meeting with City Staff: Purpose of this meeting is to introduce the FNI project team to City staff, establish project communications protocols, confirm project goals and objectives, review scope, schedule and budget, and coordinate initial project tasks.

a) FNI will prepare and distribute a kickoff meeting agenda prior to the meeting.
b) FNI will schedule and attend the kickoff meeting in Kerrville.
c) FNI will prepare and distribute meeting minutes within one week following the project kickoff meeting.

4. Monthly invoicing: FNI will prepare and submit monthly invoices to City for payment.
5. 1-Page Monthly Reports: FNI will prepare and submit monthly status reports to the City with FNI's monthly invoice. Monthly status reports will comprise a one-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
6. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work. Elements of the QA/QC plan will include the following:
   a) FNI will develop a Quality Control Plan that will identify scheduled reviews of project deliverables, and individuals responsible for review.
   b) FNI will implement the quality control plan developed in the prior task, then monitor and document implementation of the QC plan through project completion. Implementation will include:
      a) Internal checks of deliverables prior to delivery to City.
      b) Checks of subconsultant prepared materials prior to delivery to City.
7. Quality Assurance:
   a) Quality Assurance Reviews. Senior FNI staff will meet with project staff and verify that FNI quality control guidelines and the project-specific quality control plans are being implemented. We anticipate two Quality Assurance Reviews:
      a) Interim Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review at approximately the mid-point of the project schedule
      b) Final Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review prior to submittal of the 90 percent drawings to the City.

B. DATA COLLECTION, ALIGNMENT ANALYSIS AND SURVEY

1. Data Collection:
   Collect existing record drawings and other available information for the project from the City.
2. Meetings/Site Visits:
   a) Project Kickoff Meeting
   b) Site Visit(s) for data collection and alignment analysis. Maximum of 2.
   c) Coordination meetings with Schreiner Golf Course. Maximum of 2.
   d) Alignment Analysis Workshop
3. Phase Deliverables:
   a) Monthly 1-Page Reports
   b) Draft Alignment Analysis Memo:
      i. One (1) electronic copy in PDF format.
   c) Final Alignment Analysis Memo:
      i. One (1) electronic copy in PDF format.
4. Gravity Main Alignment Analysis
   a) FNI will refine the gravity main analysis with a total of two (2) possible alignment alternatives. The following tasks will be performed with the pipeline route study;
      a) Review previously prepared reports, master plans, water models, construction plans, and/or other pertinent documents on file with the City and other appropriate agencies.
      b) Obtain record information on existing water, wastewater, storm drainage, floodplain, zoning, GIS data, aerial photography, topographic data, traffic information (if needed) and other

information applicable to the project.

c) Obtain plans and drawings from ongoing design work adjacent to the project.

d) Conduct a maximum of two (2) visits to the project site to gather information on existing conditions. These visits are in addition to the project kickoff meeting with City Staff.

e) FNI will prepare an overall aerial and property map showing existing property lines along the alignment corridor.

f) FNI will develop a maximum of two (2) schematic-level alignments for the new gravity main. Alignments will be selected to avoid or minimize impacts to areas that may cause schedule delays or higher costs due to environmental, permitting, floodplain, easement, engineering issues or damage to property. Impacts to Schreiner Golf Course will also be considered. These alignment options will be presented to the City for review and comment.

g) FNI will further develop the pipeline alignment options incorporating information and data gathered in the above tasks. GIS contours will be used to verify required elevations for the gravity main. Conflicts and constructability will be analyzed as well as proposed construction and planning of future projects from the City information and field visits to each of the proposed routes. FNI will detail the routes and list benefits and conflicts associated with each alignment option in a draft memo. FNI will submit the draft memo including map/exhibit package to the City for review and comment.

h) FNI will also prepare Opinion of Probable Construction Costs for the maximum two (2) alignments. These will be included with the above-mentioned draft deliverable to the City.

i) FNI will facilitate one (1) meeting with the City to review comments. From this meeting FNI will develop a recommendation for a proposed force and gravity main alignment from the presented options. The memo and exhibits will be finalized reflecting the selected alignment option.

5. Survey: Survey will be initiated after the alignment is approved by the City. FNI will retain a survey firm as a subconsultant to perform tasks outlined in Item I. If project limits change, the scope/fee will be amended.

C. 60% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Meetings:
   a) 60% Design Workshop:
      In-person meeting to discuss comments made on the 60% design submittal. Prepare meeting agenda and minutes
2. Utility Coordination: Coordinate with the utility companies for any necessary relocations/adjustments that may be required and indicate on the preliminary plans.
3. Permitting: Prepare all permits required for the project and obtain permits or cause permits to be obtained by the City.
4. Survey (further defined in Item I):
   Upon approval of the recommended alignment, design surveyor will initiate preparing easement documentation for up to 20 parcels as required for the force main and gravity main and per the scope below. If additional survey beyond 5,500 LF and beyond the alignment identified in the alignment analysis is needed, this will be an additional service.
5. Environmental Services (further defined in Item G):
   a) Waters of the U.S.
   b) Federally Listed Species
   c) Cultural Resources
6. Geotechnical Investigation (further defined in Item H).

7. Prepare 60% Design Documents
8. Phase Deliverables
   a) Monthly 1-Page Reports.
   b) 60% Design Plans:
      i. One (1) electronic copy in PDF format
   c) List of project details and specifications.
   d) Updated Opinion of Probable Construction Cost (OPCC) for the project delivered one (1) week after plan submittal.

D. 90% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Meetings:
   a) 90% Design Workshop: In-person meeting to discuss comments made on the 90% design submittal. Prepare meeting agenda and minutes
2. Coordination with the TCEQ:
   Provide documentation and coordination with the TCEQ for project approval.
3. Survey (further defined in Item I):
   a) Continued preparation of easement documentation for up to 20 parcels as required for the force main and gravity main.
4. Phase Deliverables
   a) Monthly 1-Page Reports.
   b) 90% Design Plans:
      1. One (1) electronic copy in PDF format
   c) Design Specifications:
      1. One (1) electronic copy in .pdf format.
   d) Updated OPCC for the project delivered one (1) week after plan submittal.

E. 100% Submittal: FNI will incorporate any comments made by the City in the 90% design submittal and resubmit a 100% complete submittal for review.

Phase Deliverables

1. 100% Design Plans: One (1) electronic copy in PDF format
2. Design Specifications: One (1) electronic copy in .pdf format.
3. Updated OPCC for the project.

F. BID PHASE: Upon completion of the design services indicated above and approval of bid drawings and specifications by the City, FNI will proceed with the performance of services in this phase as follows:

1. Meetings:
   a) Pre-bid Meeting: Assist the City in conducting one in-person pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
   b) Bid Opening: Attend virtual project bid opening and open bids as required by the City.
2. Bid Phase Services:
   a) FNI will set up the projects on CivCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by FNI.
   b) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

c) Tabulate and analyze the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
d) Recommend award of contracts or other actions as appropriate to be taken by City.
e) Provide Notice of Award of Contract to the Contractor and provide a letter with directions for the execution of the contract documents.
f) Assist City in the preparation of the Construction Contract Documents.

3. Phase Deliverables:
   a) Conformed Construction Documents
      i. For contract execution:
         (i) 1 electronic copy in PDF via FTP
      ii. For City for use during construction:
         (i) 3 hard copies in 22"x34" (full-size) format
         (ii) 3 hard copies in 11"x17" (half-size) format
         (iii) 3 hard copies of contract documents and project specifications.
         (iv) 1 electronic copy in PDF via FTP
      iii. For Construction Contractor:
         (i) 1 electronic copy in PDF via FTP

G. ENVIRONMENTAL EVALUATION

FNI will perform an environmental evaluation of the project that will identify environmental constraints and environmental permitting requirements. The effort will be documented in a Technical Memorandum. Specifically, the evaluation will include:

1. Waters of the U.S.: FNI will review publicly available information (e.g., USGS National Hydrography Dataset, FEMA floodplain maps, USGS topographic maps, National Wetland Inventory) and past and recent aerial imagery to evaluate the presence of potential Waters of the US (WOTUS). Following the desktop efforts, a field delineation of WOTUS would be executed within the project limits. Ultimately this effort will evaluate the potential need for a US Army Corps of Engineers (USACE) authorization under Section 404 of the Clean Water Act, and identify the appropriate permitting approach (if needed). If this evaluation identifies the requirement or need for additional analyses or development of a USACE permit application, then those efforts would need to be authorized as an additional service.
2. Federally Listed Species: FNI will develop a list of potentially occurring federally listed species in the county protected under the Endangered Species Act. FNI will review the Texas Parks and Wildlife Department (TPWD) Natural Diversity Database to evaluate previously recorded occurrences of protected species in the project area and determine if there is a need for further analyses. Following the desktop effort, a field survey would be performed to identify the presence of any potential habitat for federally listed species. If this evaluation identifies the requirement or need for additional analyses or agency coordination, then those efforts will need to be authorized as an additional service.
3. Cultural Resources: FNI will perform a desktop review of the Texas Archeological Atlas to evaluate previously recorded cultural resources in the project area and determine if there is a need for further analyses to comply with Section 106 of the National Historic Preservation Act and the Texas Antiquities Code. The effort will include a coordination letter that will be submitted to Texas Historical Commission. If field surveys for cultural resources, or other additional analyses are needed, then those efforts will need to be authorized as an additional service.

H. GEOTECHNICAL INVESTIGATION

Task 1 – Field Exploration

1. Select and mark 3 boring locations and contact Texas811, the City, TxDOT and other agencies to request location and marking of existing underground utilities prior to the field exploration.
2. Subcontract with a geotechnical drilling contractor to drill a total of 3 borings: two borings at thirty feet deep and one boring at 20 feet deep. Samples will be collected intermittently using hollow stem or solid stem augers and either split-spoon or tube samplers. Rock and rock-like materials will be cored or tested in-situ using a Standard Penetration Test or Texas Cone Penetrometer, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings and pavement will be patched.
3. Traffic Control will be provided for the borings located within the existing roadways or existing rights-of-way and relevant ROW permits will be obtained.
4. Provide a Geologist or Engineer experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

Task 2 – Laboratory Testing

1. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests and review the test results. Testing will be performed by a geotechnical testing subcontractor.
2. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
3. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
4. Moisture content
5. Dry unit weight
6. Unconfined Compression tests

Task 3 – Engineering Analysis

1. Prepare a technical memorandum of the geotechnical investigation to include:
2. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
3. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design. General discussion of expected construction related issues.
4. Earthwork related recommendations for use during development of the plans and specifications.

I. SURVEY (By Subconsultant)

1. Locate and verify existing survey control. The work shall include all horizontal and vertical coordinates of the survey. The survey shall use the same coordinate system typically used by the City of Kerrville and compatible with the City's existing survey data. The surveyor is responsible for locating any benchmarks necessary to establish his work in this coordinate system. These benchmarks shall be located at 1,000 LF spacing along the force main and gravity main.
2. Provide survey data for the following:
3. Gravity Main: Survey a 50' wide corridor for the length (5,500 LF) of proposed gravity main.
   Tie in all existing features and structures on the survey. These shall include, but are not limited to: tops of curbs, edges of pavement, bridges, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes), valves, slabs, utility signs and structures, fences, landscaping features, shrubbery, buildings, edges and finished floor), trees greater than ten (10) inches in diameter (include species and diameter), tree canopies, cleanouts, mailboxes, driveways, sidewalks, property pins, utility poles, site

equipment, storage tanks (footprint and top), dams (tops and toes), edges of impounded water, floors of lakes and ponds (by sounding or rodding), and vaults (top, edges and flow line). Indicate the material and type of each item tied in.

4. Research utilities and easements within the project boundaries. Obtain drawings of existing agency and municipal owned utilities and include locations of these utilities in the survey. Provide copies of all existing utility plans to the Engineer in PDF format as they are received.
5. Coordinate utility marking with Dig Tess (level B), conduct survey and locate utilities within the project boundary. Obtain the services of a utility locator service (such as DIGTESS) and coordinate flagging of existing franchise utilities. Tie in the locations of the existing utilities on the survey. Surveyor shall bear all costs for the services of such a locator.
6. The City will provide support for locating existing utilities within the survey area. Subsurface utility exploration (SUE) may be provided by the City as directed by the Engineer. Surveyor shall coordinate with the Engineer and the City to survey SUE utilities.
7. Provide sufficient ground shots to create one (1) foot contours for the project.
8. Surveyor shall locate proposed geotechnical boring locations and provide required utility locates as indicated above within those areas. There will be a maximum of three (3) geotechnical bores for the project.
9. Where necessary along route, the surveyor shall contact private property owners and attempt to ascertain permission to enter and survey within private properties. If surveyor encounters a hostile property owner, surveyor will consult with FNI and/or the City for directions for resolution.

Parcels and Field Notes:

1. Perform deed, plat and courthouse record research and prepare metes and bounds descriptions, survey parcels and field notes for up to 20 impacted parcels of land for permanent and temporary right-of-way acquisition (note that temporary easement boundary will be located/referenced only on the front of the document and not have separate metes and bounds description). The descriptions shall each contain drawing Exhibit A and verbal description Exhibit B, in accordance with State surveying standards. Provide FNI with three (3) copies each of the descriptions, each with original seal and signature.
2. Obtain copies of deeds and easement documents.
3. Survey existing property corners, fences and appurtenant property evidence along the alignment route.
4. Stake Final easement corridor from alignment data.
5. Show ownership and adjoiner ownership data for properties along the route.
6. Revise parcel descriptions and field notes per comments and final title report.

II. SUPPLEMENTAL SERVICES:

NEPA Documentation: It is FNI's understanding that the project may use EDC funds for design and FEMA funds or construction. FEMA is a federal funding source that will require preparation of a NEPA document to release funds. EDC funding can also require NEPA documentation if a federal permit is included in the action, or if the EDC funding also includes some federal funding. Therefore, FNI will prepare an Environmental Assessment (EA) for NEPA documentation, and this EA would follow FEMA format for EAs.

1. EA Preparation: Using information from the Environmental Evaluation, FNI would prepare an EA following FEMA format and will include the following major elements, in accordance with FEMA guidelines:
   a) Applicant information
   b) Purpose and Need
   c) Alternatives Analysis
   d) Physical resources

e) Water resources
f) Coastal resources
g) Biological resources
h) Cultural resources
i) Socioeconomic resources
j) Summary Table
k) Agency Coordination, Public Involvement and Permits
l) References
m) List of Preparers
n) Map(s) or drawing(s) that fully locate the project area(s)
o) Site photographs

The effort to produce the EA will include several drafts and will include:

a) Preliminary Draft EA: FNI will submit a draft EA to the City for review. FNI will respond to City comments and make needed revisions to the preliminary draft EA. After one round of comments, FNI will submit this Preliminary Draft EA to FEMA for review and will respond to one round of comments.
b) Draft EA: After incorporating FEMA's edits to the Preliminary Draft EA, FNI will confirm FEMA's approval that the Draft EA is ready for Public Notice.
c) Final EA: Comments received during the Public Notice will be addressed to produce the Final EA.

2. Agency and Tribal Coordination: FNI will prepare and submit agency coordination letters to USACE, THC, TPWD, USFWS, and the county floodplain administrator as part of the agency coordination requirements. FNI will develop Tribal Letters that will be provided to FEMA to execute tribal consultation.

3. Public Notice: Following FEMA's approval of a Draft EA, FNI would develop text for a public notice that would occur at least twice during the 30 day comment period, for one day at the beginning of the comment period and again for one more day 15 days into the comment period (if needed; some public notices need only be published once at the beginning of the comment period for EAs with a 15 day public comment period). A daily regional paper of record would be preferred over a weekly local paper. It is also preferred to be published in the Legal Section of the newspaper if available. The public notice would include an explanation of how the public can access the Draft EA and instructions for submitting comments to FEMA. The public notice needs to be approved by FEMA before publication. It is assumed that the City would take text developed by FNI and approved by FEMA and execute the public notice. FNI will submit proof of publication of the public notice to FEMA. This proof must be in the form of an original copy of the notarized proof of publication affidavit provided by the newspaper publisher. Any other forms of proof will be accepted on a case by case basis and will require preapproval from FEMA.

III. ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described basic services, are described as follows:

A. Additional survey and services required if survey reveals alignment changes are required to accommodate unforeseen conditions that make the recommended alignment unfeasible.
B. Preparation of Traffic Control Plan for gravity main installation. Traffic control for geotechnical borings is included.
C. Identification and evaluation of future wastewater system improvements.

D. Updates to wastewater master plan and/or model that are not directly related to this project.
E. Bid phase services for separate bid packages for two or more projects.
F. Construction Phase Services.
G. Preparation of Storm Water Pollution Prevention Plan(s).
H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.
I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, except those indicated in Supplemental Services.
J. Providing shop, mill, field or laboratory inspection of materials and equipment.
K. Preparing Operation and Maintenance Manuals or conducting operator training.
L. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
M. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications.
N. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this proposal. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this proposal.
O. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
P. Conducting site visits in excess of the number specified elsewhere in this scope.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE AND FREESE AND NICHOLS, INC.

FNI COMPENSATION
LUMP SUM WITH ADDITIONAL WORK BASED ON COST TIMES MULTIPLIER

Basic Services and Supplemental Services

Compensation to FNI for the Basic Services shall be the lump sum of $457,219 and compensation to FNI for supplemental services shall be $33,770 (cost plus multiplier) for a total of $490,989. Supplemental services will not be used unless authorized by the City. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify City for City's written approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

BASIC SERVICES TASK	COST
Project Management	$37,621
Data Collection, Alignment Analysis	$51,516
60% Design	$138,171
Survey	$56,404
Geotechnical Investigation	$33,308
90% Design	$85,557
100% Design	$29,242
Bid Phase Services	$25,400
Basic Services Total	**$457,219**
SUPPLEMENTAL SERVICES TASK	
NEPA Documentation	$33,770
Supplemental Services Total	**$33,770**
TOTAL CONTRACT AMOUNT	**$490,989**

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE AND FREESE AND NICHOLS, INC.

PROJECT SCHEDULE

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Milestone/Deliverable	Completion Date
Notice to Proceed	05/04/2026
Draft Alignment Analysis Technical Memorandum	07/13/2026
Finalize Alignment Analysis Technical Memorandum	07/27/2026
60% Design Phase Submittal	01/18/2027
90% Design Phase Submittal	04/12/2027
100% Design Phase Submittal	05/20/2027
Bid Phase Services	08/05/2027

Completion dates shown are dependent on right-of-entry completion for all properties by 08/31/2026. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

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

CAPTION: Professional Services Agreement with Freese and Nichols, Inc. for the Quinlan Interceptor Project in the amount of $456,386.00. **(BUDGETED)** *(K. Burow, Director Engineering)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 05/08/2026

SUBMITTED BY:
Kyle Burow, Director of Engineering

EXHIBITS:
1. 20260623 Contract FNI - Quinlan Interceptor project

Expenditure:	$456,386.00	**Amount Budgeted:**	$500,000.00
Account Number:		**Account Balance:**	
Payment to/Vendor name:	Freese and Nichols, Inc.		

Kerrville 2050 Item?
Yes

Key Priority Area:
E – Economic Development

SUMMARY:
In the 2022 Water and Wastewater Master Plan, the City developed capital improvement plans to address existing system deficiencies and needs based on a risk-based assessment of the water and wastewater systems regardless of population growth. Additional projects were developed for each of the growth scenarios to identify infrastructure needed to serve new customers. These additional development-driven projects would not be needed until growth occurs. Several developers have purchased property on the north side of the city within the Quinlan wastewater basin. Proposed development projects within the Quinlan basin are limited by the capacity restriction within the existing Quinlan interceptor.
The scope of this project is aimed at increasing wastewater capacity in the Quinlan basin and consist of the design of a new 18-inch Quinlan Interceptor in a new alignment along the east side of Quinlan Creek and a new 8-inch line on the west side of Quinlan Creek. Once this project is in service, the existing 8-inch and 10-inch lines crossing Quinlan Creek will be decommissioned from the wastewater system to prevent future damage.
The design contract is contingent upon the approval of the funding agreement between

the EIC and City Council while the construction phase will proceed with a grant application to secure funding.

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

PROFESSIONAL SERVICES AGREEMENT
[FIRM: Freese and Nichols, Inc. PROJECT-SERVICES: Quinlan Creek Interceptor Replacement]

THIS AGREEMENT is entered into the _____ day of _____, 2026 ("Effective Date"), by and between the **CITY OF KERRVILLE, TEXAS** ("CITY") and **FREESE AND NICHOLS, INC.** ("CONSULTANT"), and at times, collectively referred to herein as "parties."

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

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

NOW, THEREFORE, the parties agree as follows:

I. CONSULTANT'S SERVICES

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

II. CONSULTANT'S RESPONSIBILITIES

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

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

CONSULTANT's obligations under this Agreement. CONSULTANT shall periodically report the status of the Services to CITY as is appropriate to keep CITY informed as to the status of the work.

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

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

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

III. CITY'S RESPONSIBILITIES

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

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

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

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

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

IV. PAYMENT

CITY shall compensate CONSULTANT for the Services in the amount and manner described and set forth in the Rate Schedule, attached hereto and incorporated herein as **Exhibit A**. The amount will not exceed **$447,653.00**.

V. AGREEMENT TERM

This Agreement shall begin on the Effective Date and end on March 1, 2028, unless completed or terminated earlier in accordance with VII, below.

VI. DOCUMENTS

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

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

C. CONSULTANT grants CITY a royalty-free, perpetual license and right, to survive the termination of this Agreement, to all Design Documents that CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes CITY's right to use and reproduce these documents as necessary. Further, CONSULTANT acknowledges that CITY is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against CITY for providing copies of the Design Documents in compliance with that Act. CONSULTANT shall immediately furnish originals of all Design Documents to CITY.

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

VII. TERMINATION

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

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

C. This Agreement is subject to the CITY's appropriation of funds within the budget year for which they are paid. Any payment made by CITY to CONSULTANT must be made solely from the annual budgeting and appropriations of CITY. In the event that CITY does not appropriate funds in any fiscal year, CITY will thereafter have the right to terminate this Agreement, to be effective at the end of CITY's then existing fiscal year (September 30). CITY shall provide notice of its decision on or before August 1 of any year.

VIII. INSURANCE

CONSULTANT shall provide and maintain in full force and effect during the term of this Agreement the following types of insurance and liability coverage:

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

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

C. General Liability Insurance: on a per occurrence basis with limits of liability not less than $1,000,000 for each occurrence and for fire damage and for Bodily Injury and Property Damage, no less than $1,000,000. At a minimum, coverage for

Premises, Operations, Products, and Completed Operations shall be $2,000,000. This coverage must protect the public or any person from injury or property damages sustained by reason of CONSULTANT or its employees providing the Services. The general aggregate must be no less than $2,000,000.

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

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

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

IX. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

appeals are exhausted, determining such joint or derivative negligence or liability.

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

X. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

XI. INDEMNIFICATION FOR PERFORMANCE

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

XII. DEFAULT OF CONSULTANT

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed will equal actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the

event of such termination, CITY may complete the services in any manner deemed proper by CITY, either by the use of its own forces or by assigning the work to others. In either event, CONSULTANT is liable for all costs in excess of the total contract price under this Agreement incurred to complete the Services, and CITY may deduct the costs CITY incurs out of such monies as may be due or that may thereafter become due to CONSULTANT under this Agreement.

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

XIII. RECORDS RETENTION

CONSULTANT and its subcontractors, if any, shall properly, accurately, and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "Documents"), and shall make such Documents available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.

CONSULTANT shall retain any and all Documents produced as a result of service provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, CONSULTANT shall retain the Documents until the resolution of such litigation or other such questions. CONSULTANT acknowledges and agrees that CITY shall have access to any and all Documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require CONSULTANT to return Documents to CITY prior to or at the conclusion of said retention.

XIV. CYBERSECURITY EVENT.

CONSULTANT shall promptly notify CITY in writing, but in no event later than 48 hours after discovering any actual or suspected cybersecurity incident, data breach, or unauthorized access that may compromise the confidentiality, integrity, or availability of CITY's private, confidential, or sensitive information. The notice shall include, to the extent known at the time: (i) a summary of the nature and scope of the incident, (ii) the types of data affected, (iii) any remedial actions taken or planned, and (iv) any recommendations for CITY to mitigate potential harm. CONSULTANT shall cooperate fully with CITY in investigating and responding to such incidents,

including providing reasonable assistance in complying with any legal or regulatory obligations arising from the breach.

XV. EMPLOYMENT OF UNDOCUMENTED WORKERS.

During the term of this Agreement, CONSULTANT agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), CONSULTANT shall repay the Contract Cost, and any other funds received by CONSULTANT from CITY as of the date of such violation within one hundred twenty (120) days after the date CONSULTANT is notified by CITY of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

XVI. CONFIDENTIALITY.

CONSULTANT may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, utility, and other information that the Owner or its licensors consider confidential) (collectively, "Confidential Information"). CONSULTANT acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure CITY and/or its licensors. CONSULTANT (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONSULTANT promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONSULTANT agrees to use protective measures no less stringent than the CONSULTANT uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

XVIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Project Schedule

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

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

Freese and Nichols, Inc.
BY: John New, P.E.
Vice President
9601 McAllister Freeway
Suite 1008
San Antonio, Texas 78216

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

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

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

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

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

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

1. CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

2. CONSULTANT will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

O. Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to "critical infrastructure", as defined by Section 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.

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

Q. Consequential Damages Waiver. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER CONSULTANT NOR CITY NOR EITHER PARTY'S SUPPLIERS, AGENTS, OFFICERS, OR DIRECTORS SHALL HAVE ANY LIABILITY REGARDLESS OF THE THEORY OF RECOVERY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, COST OR EXPENSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, WHETHER ACTUAL OR ANTICIPATED, LOSS OF USE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA OR OTHER

COMMERCIAL OR ECONOMIC LOSS. THIS WAIVER OF CONSEQUENTIAL DAMAGES IS MADE REGARDLESS OF WHETHER (I) EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) SUCH DAMAGES MAY BE FORESEEABLE.

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

OWNER
THE CITY OF KERRVILLE

BY: _____
NAME: Dalton Rice
TITLE: City Manager

CONSULTANT
FREESE AND NICHOLS, INC.

BY: _____
NAME: John New
TITLE: Vice President

ATTEST:

_____
Shelley McElhannon, City Secretary

APPROVED AS TO CONTENT:

_____
Kyle Burrow, Director of Engineering

APPROVED AS TO FUNDING AND INSURANCE:

_____
Julie Behrens, Director of Finance

APPROVED AS TO FORM:

_____
William L. Tatsch, City Attorney

T:\Legal\PUBLIC WORKS\Contracts\PSA\PSA_FNI_Quinlan Creek Interceptor Design_051126 docx (Draft) docx

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE AND FREESE AND NICHOLS, INC.

ENGINEERING SCOPE OF SERVICES FOR QUINLAN INTERCEPTOR FINAL DESIGN AND BID PHASE SERVICES

PROJECT DESCRIPTION: The objective of this project is to perform design and bid phase services for the City of Kerrville's Quinlan Interceptor and Tivy Commons project (Project). The Project includes installation of approximately 5,500 linear feet (LF) of 18-inch gravity main on the southeast side of Quinlan Creek to Schreiner Golf Course and installation of approximately 1,400 LF of 8-inch gravity main on the northwest side of Quinlan Creek terminating northeast of Tivy Commons near the existing drainage channel.

SUBCONSULTANTS:

A. Surveyor – Cuplin & Associates Land Surveyors & Planners, Inc
B. Geotechnical Drilling and Testing – Austin Geologic and Beyond Engineering and Testing (BET)

PROJECT SCOPE/ASSUMPTIONS:

A. Gravity Main Design
   1. The gravity main alignments determined by the alignment analysis will be a combined maximum of 6,900 LF.
   2. The Quinlan Interceptor gravity main will begin at the existing 18-inch interceptor on the south side of Quinlan Creek adjacent to 3rd Street and travel northeast, staying on the southeast side of Quinlan Creek, until it intercepts the existing 12-inch interceptor in Schreiner Golf Course.
   3. The Tivy Commons gravity main will begin at the existing 12-inch interceptor northwest of Quinlan Creek and travel north along Quinlan Creek until it intercepts the existing 8" gravity main near the existing drainage channel northeast of Tivy Commons.
   4. The Project will include decommissioning of two existing crossings of Quinlan Creek.
   5. The existing 12-inch interceptor on the northwest side of Quinlan Creek will remain in service.
B. General
   1. The Project will utilize EJCDC standard contract documents and FNI's standard specifications.
   2. Easement acquisition services shall be an additional service.
   3. Preparation of metes and bounds descriptions for pipeline easements in excess of twenty (20) will be an additional service.
   4. The alignments for the Quinlan Interceptor and Tivy Commons Main shall follow those established in the Preliminary Engineering Report (PER) completed during the preliminary design phase under a separate contract. Evaluation of alternative alignments will be considered an additional service.
   5. Storm Water Pollution Prevention Plan(s) will be provided by the Contractor.
   6. Traffic Control Plan(s) will be provided by the Contractor. If needed for permitting purposes, they will be provided as an additional service.
   7. Geotechnical boring locations will be accessible with a truck mounted drilling rig and no mowing, brush clearing or dirt work will be required for access.
   8. Required "By-Pass" pumping plan(s) will be provided by the Contractor.
   9. Construction phase services are not part of this project scope.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

1. Prepare subconsultant agreements:
   a) Cuplin & Associates Land Surveyors & Planners, Inc
   b) Austin Geologic
   c) BET
2. Conduct Internal Kickoff Meeting: Purpose of this meeting is to orient the team members to the work, review project scope, schedule, and budget, and make initial task assignments.
3. Conduct Project Kickoff Meeting with City Staff: Purpose of this meeting is to introduce the FNI project team to City staff, establish project communications protocols, confirm project goals and objectives, review scope, schedule and budget, and coordinate initial project tasks.
   a) FNI will prepare and distribute a kickoff meeting agenda prior to the meeting.
   b) FNI will schedule and attend the kickoff meeting in Kerrville.
   c) FNI will prepare and distribute meeting minutes within one week following the project kickoff meeting.
4. Conduct Monthly Virtual Project Coordination Meetings with City Staff (Maximum 14): Purpose of these meetings are to review project progress, obtain City feedback on the design, and discuss the project schedule. FNI will prepare and distribute meeting minutes within one week following each monthly meeting.
5. Monthly invoicing: FNI will prepare and submit monthly invoices to City for payment.
6. 1-Page Monthly Reports: FNI will prepare and submit monthly status reports to the City with FNI's monthly invoice. Monthly status reports will comprise a one-page summary of the progress to date on the project, work completed during the prior month, work anticipated to be completed during the upcoming month, and discussion of any scope, schedule, or budget issues that may need to be resolved.
7. Quality Assurance/Quality Control: FNI will develop and implement a QA/QC plan for the work. Elements of the QA/QC plan will include the following:
   a) FNI will develop a Quality Control Plan that will identify scheduled reviews of project deliverables, and individuals responsible for review.
   b) FNI will implement the quality control plan developed in the prior task, then monitor and document implementation of the QC plan through project completion. Implementation will include:
      a) Internal checks of deliverables prior to delivery to City.
      b) Checks of subconsultant prepared materials prior to delivery to City.
8. Quality Assurance:
   a) Quality Assurance Reviews. Senior FNI staff will meet with project staff and verify that FNI quality control guidelines and the project-specific quality control plans are being implemented. We anticipate two Quality Assurance Reviews:
      a) Interim Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review at approximately the mid-point of the project schedule
      b) Final Quality Assurance Review: FNI shall prepare for and conduct an internal quality assurance review prior to submittal of the 90 percent drawings to the City.

B. 60% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Meetings:
   a) Site visit for data collection. Maximum of 1.
   b) Coordination meeting with Schreiner Golf Course. Maximum of 1.

c) 60% Design Workshop: In-person meeting to discuss comments made on the 60% design submittal. Prepare meeting agenda and minutes

2. Survey (further defined in Item H):
   Survey will be initiated after Notice to Proceed is provided by the City and right-of-entry (ROE) is obtained. FNI will retain a survey firm as a subconsultant to perform tasks outlined in Item H. Upon Notice to Proceed, design surveyor will initiate preparing easement documentation for up to 20 parcels as required for the gravity main and per the scope below. If the project limits change, additional survey beyond 6,900 LF and beyond the alignment identified in the alignment analysis is needed, the scope/fee will be amended.
3. Utility Coordination: Coordinate with the utility companies for any necessary relocations/adjustments that may be required and indicate on the preliminary plans.
4. Permitting: Prepare all permits required for the project and obtain permits or cause permits to be obtained by the City.
5. Environmental Services (further defined in Item F):
   a) Waters of the U.S.
   b) Federally Listed Species
   c) Cultural Resources
6. Geotechnical Investigation (further defined in Item G).
7. Prepare 60% Design Documents
8. Phase Deliverables
   a) Monthly 1-Page Reports.
   b) 60% Design Plans:
      i. One (1) electronic copy in PDF format
   c) List of project details and specifications.
   d) Updated Opinion of Probable Construction Cost (OPCC) for the project delivered one (1) week after plan submittal.

C. 90% DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Meetings:
   a) 90% Design Workshop: In-person meeting to discuss comments made on the 90% design submittal. Prepare meeting agenda and minutes
2. Coordination with the TCEQ:
   a) Provide documentation and coordination with the TCEQ for project approval.
3. Survey (further defined in Item I):
   a) Continued preparation of easement documentation for up to 20 parcels as required for the force main and gravity main.
4. Phase Deliverables
   a) Monthly 1-Page Reports.
   b) 90% Design Plans:
      1. One (1) electronic copy in PDF format
   c) Design Specifications:
      1. One (1) electronic copy in .pdf format.
   d) Updated OPCC for the project delivered one (1) week after plan submittal.

D. 100% Submittal: FNI will incorporate any comments made by the City in the 90% design submittal and resubmit a 100% complete submittal for review.

1. Phase Deliverables
   a) 100% Design Plans: One (1) electronic copy in PDF format
   b) Design Specifications: One (1) electronic copy in .pdf format.

c) Updated OPCC for the project.

E. BID PHASE: Upon completion of the design services indicated above and approval of bid drawings and specifications by the City, FNI will proceed with the performance of services in this phase as follows:

1. Meetings:
   a) Pre-bid Meeting: Assist the City in conducting one in-person pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
   b) Bid Opening: Attend virtual project bid opening and open bids as required by the City.
2. Bid Phase Services:
   d) FNI will set up the projects on CivCastusa.com to distribute the bid documents to prospective bidders and plan rooms. Electronic sets of documents will be made available at no charge to plan holders. Hard copy plans will not be provided by FNI.
   e) Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
   f) Tabulate and analyze the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project.
   g) Recommend award of contracts or other actions as appropriate to be taken by City.
   h) Provide Notice of Award of Contract to the Contractor and provide a letter with directions for the execution of the contract documents.
   i) Assist City in the preparation of the Construction Contract Documents.
3. Phase Deliverables:
   a) Conformed Construction Documents
      i. For contract execution:
         (i) 1 electronic copy in PDF via FTP
      ii. For City for use during construction:
         (i) 3 hard copies in 22"x34" (full-size) format
         (ii) 3 hard copies in 11"x17" (half-size) format
         (iii) 3 hard copies of contract documents and project specifications.
         (iv) 1 electronic copy in PDF via FTP
      iii. For Construction Contractor:
         (i) 1 electronic copy in PDF via FTP

F. ENVIRONMENTAL EVALUATION

FNI will perform an environmental evaluation of the project that will identify environmental constraints and environmental permitting requirements. The effort will be documented in a Technical Memorandum. Specifically, the evaluation will include:

1. Waters of the U.S.: FNI will review publicly available information (e.g., USGS National Hydrography Dataset, FEMA floodplain maps, USGS topographic maps, National Wetland Inventory) and past and recent aerial imagery to evaluate the presence of potential Waters of the US (WOTUS). Following the desktop efforts, a field delineation of WOTUS would be executed within the project limits. Ultimately this effort will evaluate the potential need for a US Army Corps of Engineers (USACE) authorization under Section 404 of the Clean Water Act, and identify the appropriate permitting approach (if needed). If this evaluation identifies the requirement or need for additional analyses or development of a USACE permit application, then those efforts would need to be authorized as an additional service.

2. Federally Listed Species: FNI will develop a list of potentially occurring federally listed species in the county protected under the Endangered Species Act. FNI will review the Texas Parks and Wildlife Department (TPWD) Natural Diversity Database to evaluate previously recorded occurrences of protected species in the project area and determine if there is a need for further analyses. Following the desktop effort, a field survey would be performed to identify the presence of any potential habitat for federally listed species. If this evaluation identifies the requirement or need for additional analyses or agency coordination, then those efforts will need to be authorized as an additional service.
3. Cultural Resources: FNI will perform a desktop review of the Texas Archeological Atlas to evaluate previously recorded cultural resources in the project area and determine if there is a need for further analyses to comply with Section 106 of the National Historic Preservation Act and the Texas Antiquities Code. The effort will include a coordination letter that will be submitted to Texas Historical Commission. If field surveys for cultural resources, or other additional analyses are needed, then those efforts will need to be authorized as an additional service.

G. GEOTECHNICAL INVESTIGATION

Task 1 – Field Exploration

1. Select and mark 4 boring locations and contact Texas811, the City, TxDOT and other agencies to request location and marking of existing underground utilities prior to the field exploration.
2. Subcontract with a geotechnical drilling contractor to drill a total of 4 borings: two borings at thirty feet deep, one boring at 25 feet deep and one boring at 20 feet deep. Samples will be collected intermittently using hollow stem or solid stem augers and either split-spoon or tube samplers. Rock and rock-like materials will be cored or tested insitu using a Standard Penetration Test or Texas Cone Penetrometer, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings and pavement will be patched.
3. Traffic Control will be provided for the borings located within the existing roadways or existing rights-of-way and relevant ROW permits will be obtained.
4. Provide a Geologist or Engineer experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

Task 2 – Laboratory Testing

1. Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
2. Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
   a) Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
   b) Moisture content
   c) Dry unit weight
   d) Unconfined Compression tests

Task 3 – Engineering Analysis

3. Prepare a technical memorandum of the geotechnical investigation to include:
   a) Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.

b) Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design. General discussion of expected construction related issues.
c) Earthwork related recommendations for use during development of the plans and specifications.

H. SURVEY (By Subconsultant)

1. Locate and verify existing survey control. The work shall include all horizontal and vertical coordinates of the survey. The survey shall use the same coordinate system typically used by the City of Kerrville and compatible with the City's existing survey data. The surveyor is responsible for locating any benchmarks necessary to establish his work in this coordinate system. These benchmarks shall be located at 1,000 LF spacing along the gravity main.
2. Provide survey data for the following:
   a. Gravity Main: Survey a 50' wide corridor for the length (6,900 LF) of proposed gravity main.
3. Tie in all existing features and structures on the survey. These shall include, but are not limited to: tops of curbs, edges of pavement, bridges, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes), valves, slabs, utility signs and structures, fences, landscaping features, shrubbery, buildings, edges and finished floor), trees greater than ten (10) inches in diameter (include species and diameter), tree canopies, cleanouts, mailboxes, driveways, sidewalks, property pins, utility poles, site equipment, storage tanks (footprint and top), dams (tops and toes), edges of impounded water, floors of lakes and ponds (by sounding or rodding), and vaults (top, edges and flow line). Indicate the material and type of each item tied in.
4. Research utilities and easements within the project boundaries. Obtain drawings of existing agency and municipal owned utilities and include locations of these utilities in the survey. Provide copies of all existing utility plans to the Engineer in PDF format as they are received.
5. Coordinate utility marking with Dig Tess (level B), conduct survey and locate utilities within the project boundary. Obtain the services of a utility locator service (such as DIGTESS) and coordinate flagging of existing franchise utilities. Tie in the locations of the existing utilities on the survey. Surveyor shall bear all costs for the services of such a locator. The City will provide support for locating existing utilities within the survey area. Subsurface utility exploration (SUE) may be provided by the City as directed by the Engineer. Surveyor shall coordinate with the Engineer and the City to survey SUE utilities.
6. Provide sufficient ground shots to create one (1) foot contours for the project.
7. Surveyor shall locate proposed geotechnical boring locations and provide required utility locates as indicated above within those areas. There will be a maximum of four (4) geotechnical bores for the project.
8. Where necessary along route, the surveyor shall contact private property owners and attempt to ascertain permission to enter and survey within private properties. If surveyor encounters a hostile property owner, surveyor will consult with FNI and/or the City for directions for resolution.
9. Parcels and Field Notes:
   a) Perform deed, plat and courthouse record research and prepare metes and bounds descriptions, survey parcels and field notes for up to 20 impacted parcels of land for permanent and temporary right-of-way acquisition (note that temporary easement boundary will be located/referenced only on the front of the document and not have separate metes and bounds description). The descriptions shall each contain drawing Exhibit A and verbal description Exhibit B, in accordance with State surveying standards. Provide FNI with three (3) copies each of the descriptions, each with original seal and signature.
   b) Obtain copies of deeds and easement documents.
   c) Survey existing property corners, fences and appurtenant property evidence along the alignment route.

d) Stake Final easement corridor from alignment data.
e) Show ownership and adjoiner ownership data for properties along the route.
f) Revise parcel descriptions and field notes per comments and final title report.

II. SUPPLEMENTAL SERVICES:

NEPA Documentation: It is FNI's understanding that the project may use EDC funds for design and FEMA funds or construction. FEMA is a federal funding source that will require preparation of a NEPA document to release funds. EDC funding can also require NEPA documentation if a federal permit is included in the action, or if the EDC funding also includes some federal funding. Therefore, FNI will prepare an Environmental Assessment (EA) for NEPA documentation, and this EA would follow FEMA format for EAs.

1. EA Preparation: Using information from the Environmental Evaluation, FNI would prepare an EA following FEMA format and will include the following major elements, in accordance with FEMA guidelines:
   a) Applicant information
   b) Purpose and Need
   c) Alternatives Analysis
   d) Physical resources
   e) Water resources
   f) Coastal resources
   g) Biological resources
   h) Cultural resources
   i) Socioeconomic resources
   j) Summary Table
   k) Agency Coordination, Public Involvement and Permits
   l) References
   m) List of Preparers
   n) Map(s) or drawing(s) that fully locate the project area(s)
   o) Site photographs

   The effort to produce the EA will include several drafts and will include:

   a) Preliminary Draft EA: FNI will submit a draft EA to the City for review. FNI will respond to City comments and make needed revisions to the preliminary draft EA. After one round of comments, FNI will submit this Preliminary Draft EA to FEMA for review and will respond to one round of comments.
   b) Draft EA: After incorporating FEMA's edits to the Preliminary Draft EA, FNI will confirm FEMA's approval that the Draft EA is ready for Public Notice.
   c) Final EA: Comments received during the Public Notice will be addressed to produce the Final EA.

2. Agency and Tribal Coordination: FNI will prepare and submit agency coordination letters to USACE, THC, TPWD, USFWS, and the county floodplain administrator as part of the agency coordination requirements. FNI will develop Tribal Letters that will be provided to FEMA to execute tribal consultation.

3. Public Notice: Following FEMA's approval of a Draft EA, FNI would develop text for a public notice that would occur at least twice during the 30 day comment period, for one day at the beginning of the comment period and again for one more day 15 days into the comment period (if needed; some public notices need only be published once at the beginning of the comment period for EAs with a 15 day

public comment period). A daily regional paper of record would be preferred over a weekly local paper. It is also preferred to be published in the Legal Section of the newspaper if available. The public notice would include an explanation of how the public can access the Draft EA and instructions for submitting comments to FEMA. The public notice needs to be approved by FEMA before publication. It is assumed that the City would take text developed by FNI and approved by FEMA and execute the public notice. FNI will submit proof of publication of the public notice to FEMA. This proof must be in the form of an original copy of the notarized proof of publication affidavit provided by the newspaper publisher. Any other forms of proof will be accepted on a case by case basis and will require preapproval from FEMA.

III. ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by the City, which are not included in the above described basic services, are described as follows:

A. Additional survey and services required if survey reveals alignment changes are required to accommodate unforeseen conditions that make the recommended alignment unfeasible.
B. Preparation of Traffic Control Plan for gravity main installation. Traffic control for geotechnical borings is included.
C. Identification and evaluation of future wastewater system improvements.
D. Updates to wastewater master plan and/or model that are not directly related to this project.
E. Bid phase services for separate bid packages for two or more projects.
F. Construction Phase Services.
G. Preparation of Storm Water Pollution Prevention Plan(s).
H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the City.
I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, except those indicated in Supplemental Services.
J. Providing shop, mill, field or laboratory inspection of materials and equipment.
K. Preparing Operation and Maintenance Manuals or conducting operator training.
L. Preparing data and reports for assistance to the City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
M. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the plans and specifications.
N. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this proposal. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this proposal.
O. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
P. Conducting site visits in excess of the number specified elsewhere in this scope.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE AND FREESE AND NICHOLS, INC.

FNI COMPENSATION
LUMP SUM WITH ADDITIONAL WORK BASED ON COST TIMES MULTIPLIER

Basic Services and Supplemental Services

Compensation to FNI for the Basic Services shall be the lump sum of $422,616 and compensation to FNI for supplemental services shall be $33,770 (cost plus multiplier) for a total of $456,386. Supplemental services will not be used unless authorized by the City. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify City for City's written approval before proceeding.

A breakdown of major task items and their associated costs are as follows:

BASIC SERVICES TASK	COST
Project Management	$43,289
60% Design	$137,301
Survey	$63,142
Geotechnical Investigation	$38,699
90% Design	$83,618
100% Design	$30,437
Bid Phase Services	$26,130
Basic Services Total	**$422,616**
SUPPLEMENTAL SERVICES TASK	
NEPA Documentation	$33,770
Supplemental Services Total	**$33,770**
TOTAL CONTRACT AMOUNT	**$456,386**

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KERRVILLE AND FREESE AND NICHOLS, INC.

PROJECT SCHEDULE

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Milestone/Deliverable	Completion Date
Notice to Proceed	06/24/2026
60% Design Phase Submittal	01/11/2027
90% Design Phase Submittal	03/18/2027
100% Design Phase Submittal	05/10/2027
Bid Phase Services	07/30/2027

Completion dates shown are dependent on right-of-entry completion for all properties by 08/04/2026. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

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

CAPTION: Approval of Amendment to the Interlocal Agreement for Use of Facilities Between City of Kerrville and Kerrville Independent School District. *(J Brimhall, Director Parks & Rec)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/01/2026

SUBMITTED BY:
Jay Brimhall, Director of Parks & Recreaion

EXHIBITS:
1. 20260623 ILA CoK-KISD use of facilities

Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:
F – Public Facilities/Services, P – Parks/Open Space/River Corridor

SUMMARY:
Background: The City of Kerrville and the Kerrville Independent School District originally entered into the Interlocal Agreement for Use of Facilities on February 19, 2008. In the nearly 20 years since that initial agreement, regional growth, modern security needs, and facility utilization patterns have changed dramatically. This proposed amendment, detailed in the attached file, completely overhauls the outdated terms to reflect current operational realities and clearly define modern municipal and school obligations.

Key Terms and Changes: The Amendment completely replaces Article III (Obligations) and Article IV (Supervision & Coordination) to outline specific programmatic access:

District Facilities Shared with City Gymnasiums, cafeterias, parking lots, stadiums, tennis courts, and playgrounds are accessible with 30 days' notice. Summer access is dependent on school maintenance and summer programming. Gym space remains subject to the District's priority agreement with the YMCA. Playground areas will be unlocked after school hours via a single labeled gate under video surveillance.

City Facilities Shared with District Scott Schreiner Golf Course is available for high school teams Monday through Friday in exchange for community service from players and coaches. The Kerrville Sports Complex (soccer side) will host cross-country meets. The Kerrville Tennis Complex is open for team practices and matches with 30 to 60 days' notification. City parks are available for school outings, excluding the Olympic swimming pool.

Operations and Maintenance The respective facility owner retains responsibility for standard janitorial services and stocking sanitary supplies. Standard cleaning for weekend or after-hours use will occur on the next regular business day. The visiting party is responsible for general post-event cleanup, security costs, and any damages beyond normal wear and tear.

RECOMMENDED ACTION:
Staff recommends approval of the Amendment to the Interlocal Agreement for Use of Facilities with Kerrville ISD.

AMENDMENT TO
INTERLOCAL AGREEMENT FOR USE OF FACILITIES
BETWEEN CITY OF KERRVILLE, TEXAS AND
KERRVILLE INDEPENDENT SCHOOL DISTRICT

This Amendment to the Interlocal Agreement for Use of Facilities between the City of Kerrville, Texas and the Kerrville Independent School District ("Amendment") is entered into this ____ day of _____, 2026, between the City of Kerrville, Texas ("City") and Kerrville Independent School District ("District"), collectively referred to herein as the "Parties."

I. Recitals

WHEREAS, the Parties entered into that certain Interlocal Agreement for Use of Facilities dated February 19, 2008 (the "Interlocal Agreement"); and

WHEREAS, the Parties would like to amend the terms of the Interlocal Agreement to alter, confirm, and specify the facilities to which the Parties are agreeing the other party to use;

NOW THEREFORE, in consideration of the mutual benefits received by both Parties under the terms of the Interlocal Agreement and this Amendment, the receipt of which is hereby acknowledged, the Parties agree as follows:

II. Amendments

Article III, Obligations of the City and District, is amended by replacing the text of the Article with the following:

A. The City and District shall, to the greatest extent possible, maximize the taxpayers' resources by sharing certain available resources, such as the use of public facilities. The intent of this agreement is that when certain resources or facilities of the City or District are not in use, the other party may use these resources at no or minimal cost. This arrangement shall be construed as broadly as practicable, to provide the widest possible range of cooperation and mutual benefit. By means of example, and not by limitation, the following list shall identify programs and use of facilities to be covered by this agreement.

B. Following 30 days' notice from the City, District shall allow City or its designee (including contractors) to use the following facilities, provided there are no scheduling conflicts with school events:

1. **School Gymnasiums, Cafeterias, Parking Lots, and Stadiums**: These facilities will be available as needed. Summer access is contingent upon the District's summer school schedule and maintenance projects or needs. The City acknowledges that the District's agreement with the YMCA dominates gym space during volleyball and basketball seasons, and City's use during these times will be coordinated on a case-by-case basis. Food preparation areas in cafeterias are not included without a District staff person present at the sole cost of the City.

2. **Tennis Courts**: Tivy High School and Hal Peterson Middle School tennis courts can be scheduled for use by the City or its designee where a District representative is present.

3. **School Playgrounds**: Facilities are unlocked at the end of the school day for community access via a single labeled gate. The grounds remain under video surveillance for safety.

4. **City Recreation programs**: The City may utilize District facilities for general recreation programs and events. If the City has specific dates utilized each year for a specific event, the District will ensure those are scheduled well in advance.

5. Other facilities as approved by the District Superintendent or designee.

C. City shall allow District to use the following:

1. **Scott Schreiner Golf Course**: This facility will be made available for high school golf team practices and sanctioned events year round (Monday through Friday). District teams and coaches agree to provide community service to the Course when needed in exchange for this use. District shall provide written notice to City of the dates for tournaments at least 30 days in advance, subject to approval by the Director of Parks and Recreation or designee.

2. **Kerrville Sports Complex Soccer Side**: This facility will be made available for District cross country meets. Scheduling and hosting of such events are subject to prior evaluation and approval by the Director of Parks and Recreation or designee.

3. **Kerrville Tennis Complex**: This facility will be made available for high school practice only, and for middle school and high school

matches. The District will provide the City with their practice schedule and the dates for District tournaments and dual matches at least 30 days in advance for Fall events and 60 days in advance for Spring events, subject to approval by the Director of Parks and Recreation or designee.

4. **City Parks**: These facilities will be made available for school related activities as approved by the Director of Parks and Recreation, specifically to include, but not limit to, school outings and physical education classes, but these facilities do not include the City's Olympic swimming pool.

5. Other facilities and resources as approved by the Director of Parks and Recreation or designee.

D. In every instance and use of a facility, District or City staff, as appropriate shall be present at the facility during each use.

Article IV, Supervision & Coordination, is amended by replacing the text of the Article with the following:

The District's Athletic Director, campus principal or other appropriate designee and the City's Director of Parks and Recreation or designee shall coordinate, as needed, to ensure effective implementation of this agreement. All regular janitorial services shall be the responsibility of the respective facility owner in granting use of the facility, and shall be at no cost to the party using the facility. The facility owner shall ensure that each facility is fully stocked with sanitary products, including, but not limited to, toilet paper and soap, prior to each use. However, any use of a facility after normal business hours or during the weekend shall be prepared for and cleaned on the next scheduled work day.

Each party is responsible for the general cleanup after an event or practice, and shall attempt to leave the facility in a condition as it was found or better. Damages to facilities beyond normal wear and tear shall be the responsibility of the party using the facility. In the event that the party owning the facility must expend excessive costs for cleanup, that charge shall be the responsibility of the party using the facility. Any security costs shall be the responsibility of the party using the facility. In the event of a large special event both parties shall work together to assure proper cleanup is performed to allow the facility to be left in an appropriate condition.

III. Miscellaneous

Except as expressly established and amended by this Amendment, all other terms and provisions of the Interlocal Agreement shall remain in full force and effect.

This Amendment may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original, but all such counterparts taken together shall constitute but only agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Interlocal Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties hereto has caused this Amendment to be executed by their duly authorized representative as of the day and year written above.

City of Kerrville, Texas

Joe Herring, Jr., Mayor

Attest:

Shelley McElhannon, City Secretary

Kerrville Independent School District

Brent Ringo, Superintendent

Attest:

Pete Calderon, Board Secretary

Approved as to Form:

William L. Tatsch, City Attorney

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

CAPTION: Construction contract with Presidio Contracting, LLC for the River Trail Camp Meeting Bridge project in the amount of $264,000.00. ***(BUDGETED)*** *(K Burow, Director Engineering)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/12/2026

SUBMITTED BY:
Kyle Burow, Director of Engineering

EXHIBITS:
1. 20260623_Bids_RT Camp Meeting Bridge - Bid Summary

Expenditure:	$264,000.00	**Amount Budgeted:**	$300,000.00
Account Number:		**Account Balance:**	
Payment to/Vendor name:	Presidio Contracting, LLC		

Kerrville 2050 Item? **Key Priority Area:**
No

SUMMARY:
Following the July 2025 flood, the City evaluated the damages incurred to its River Trail system, mostly the removal of the bridge spanning Camp Meeting Creek near Loop 534. Initial inquiries were to replace the bridge as a FEMA project subject to their timelines and approvals. Instead, the City received a funding commitment from the Community Foundation for the project and the City hired Terra Design Group to modify the original construction documents based on the damages from the flood. The project was placed for advertisement and the bid opening was held with three bids received. Presidio Contracting, LLC was the apparent low bid and is recommended for award of the project for a total contract amount of $264,000.00.

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

APPARENT LOW BIDDERS

River Trail Camp Meeting Bridge Replacement Project

ID: 26-001

Bid Summary	
Engineers Estimate	No Estimate
Total Bids	3
AMLT $	$81,500.00
AMLT %	30.87%
Average Bid	$351,833.33

	Bidder	BASE BID
1	Presidio Contracting, LLC *Submitted: 6/02/2026 2:50:38 PM*	$264,000.00
2	J3 *Submitted: 6/03/2026 2:02:03 PM*	$345,500.00
3	Jerdon Enterprise, LP *Submitted: 6/03/2026 2:17:10 PM*	$446,000.00

Bids opened at: 6/03/2026 3:01:33 PM

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

CAPTION: Services Agreement between the City of Kerrville, Texas, and the Tivy Mountain Historic Black Cemetery Association for conveyance of Cemetery. *(D Rice, City Manager)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/08/2026

SUBMITTED BY:
Dalton Rice, City Manager

EXHIBITS:
1. 20260623 Services Agreement CoK and Tivy Mountain Historic Black Cemetery Assoc

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Expenditure:
Account Number:
Payment to/Vendor name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

The Tivy Mountain Historic Black Cemetery is a historically significant cemetery located on approximately 2.8 acres of City-owned property at 1280 Cypress Creek Road. The City acquired the property in 1949, and it has since served as an important place for honoring and remembering members of the community while preserving an important part of Kerrville's history.

To ensure the long-term preservation and stewardship of the cemetery, the Tivy Mountain Historic Black Cemetery Association has been established as a Texas nonprofit organization with the specific purpose of maintaining, improving, and operating the cemetery for the benefit of descendants, visitors, and the community. City staff believes that ownership by a dedicated nonprofit organization will enhance opportunities for preservation efforts, volunteer engagement, fundraising, and historical recognition while reducing the City's ongoing maintenance responsibilities and liability. The proposed service agreement requires the Association to continue operating the property for a public purpose by maintaining the cemetery and keeping it accessible for

remembrance and visitation.

The proposed conveyance includes important protections for the City and the public interest. Under both the deed and accompanying agreement, ownership of the property will automatically revert to the City if the Association ceases to exist, loses its nonprofit status, fails to maintain the cemetery for its intended public purpose, or otherwise violates the reversion provisions established in the conveyance documents.

Staff recommends approval authorizing the city manager to enter into a Service Agreement with Tivy Mountain Historic Black Cemetery Association for the Tivy Mountain Historic Black Cemetery property, subject to the deed restrictions, reversionary provisions, and service agreement conditions that protect the public interest and ensure the continued preservation and maintenance of this important historic community asset. Authorize the City Manager to enter into the Service Agreement.

RECOMMENDED ACTION:

Authorize the City Manager to enter into a Service Agreement with Tivy Mountain Historic Black Cemetery Association.

SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF KERRVILLE, TEXAS,
AND THE TIVY MOUNTAIN HISTORIC BLACK CEMETERY ASSOCIATION

This Non-Profit Services Agreement ("Agreement") is entered into by and between the **City of Kerrville, Texas**, a home-rule municipality with its offices located at City Hall, 701 Main Street, in the City of Kerrville, Texas ("CITY") and the **Tivy Mountain Historic Black Cemetery Association**, whose mailing address is Post Office Box 290427, Kerrville, Texas 78028 ("NON-PROFIT ORGANIZATION").

WITNESSETH

WHEREAS, the City received a 2.8 acre tract of land ("2.8 acres") in 1949 generally located at the northeastern corner of Loop 534 and Cypress Creek Road; and

WHEREAS, the 2.8 acres contain a cemetery, which is currently known as the Tivy Mountain Historic Black Cemetery (the "Cemetery"); and

WHEREAS, the NON-PROFIT ORGANIZATION has been formed to maintain and improve the Cemetery; and

WHEREAS, the NON-PROFIT ORGANIZATION possesses specialized expertise, personnel, equipment, and training necessary to maintain the Cemetery for a public purpose; and,

WHEREAS, CITY desires to enter into this Agreement with the NON-PROFIT ORGANIZATION to provide such specialized services to the CITY and its citizens; and,

WHEREAS, the NON-PROFIT ORGANIZATION will provide certain services to the community that will benefit the CITY; and,

WHEREAS, City Council has found and determined that it would be in the public interest to transfer ownership of the Cemetery to the NON-PROFIT ORGANIZATION to continue the public purposes of providing the community a place to honor and remember their loved ones and to foster a sense of connection among residents.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THESE PREMISES and the mutual consideration as set out herein, CITY and NON-PROFIT ORGANIZATION agree as follows:

I. CITY's Obligations

CITY shall transfer ownership of the 2.8 acres, which is generally located at 1280 Cypress Creek Road North, being a portion of Survey 114, in the name of Samuel Wallace, to NON-PROFIT ORGANIZATION, as more fully depicted in Exhibit A.

II. NON-PROFIT ORGANIZATION's Obligation to Provide Services

NON-PROFIT ORGANIZATION shall provide the following services to CITY and its citizens during the term of this Agreement:

1. Services: By means of examples, and not by limitation, NON-PROFIT ORGANIZATION shall provide for the welfare of the City's citizens and maintain a public purpose in the following ways:

   A. Maintain the Cemetery in such a way that it is open for family and public remembrances and honor;

   B. Improve the Cemetery as necessary to enable visitation by public and family members to foster the sense of connection between the interred and the community; and

   C. Provide a capable staff to ensure the Cemetery is adequately maintained.

2. Broad Application: These offerings and services shall be construed as broadly as practicable, to provide the widest possible range of the public purpose detailed herein.

III. Reversion

Subject to Section V. herein, should the NON-PROFIT ORGANIZATION fail to maintain a public purpose as outlined herein, disband, or lose its nonprofit status, ownership of the 2.8 acres will revert back to the CITY.

IV. Agreement Term

This Agreement shall begin on June 1, 2026 and end on May 31, 2031 (the "Initial Term"). Thereafter, upon mutual agreement of the parties, the parties may extend the Initial Term for up to five (5) additional five-year periods (each an "Extension Term"). The Initial Term and any Extension Terms are, collectively, the "Term."

V. Termination

This Agreement may be terminated by either party hereto at any time upon ten (10) days' written notice of termination to the other party. Such notice may be delivered personally to the address shown in this agreement or by forwarding said notice to the other party by certified mail, return receipt requested and shall be effective ten (10) days following receipt thereof by the other party. If either party terminates this Agreement, ownership of the 2.8 acres will revert back to the CITY.

VI. Release/Indemnification

BY ENTERING INTO THIS AGREEMENT, THE NON-PROFIT ORGANIZATION EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY OF KERRVILLE, TEXAS AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES, INCLUDING DEATH; CLAIMS; PROPERTY DAMAGES, INCLUDING LOSS OF USE; LOSSES; DEMANDS; PENALTIES; SUITS; JUDGMENTS AND COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES; IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE NON-PROFIT ORGANIZATION'S ACTIVITIES OR SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR CAUSED BY THE NEGLIGENCE, ERRORS, OMISSIONS, OR INTENTIONAL WRONGFUL ACTS OF THE NON-PROFIT ORGANIZATION OR THE NON-PROFIT ORGANIZATION'S OWNERS, OFFICERS, EMPLOYEES, OR AGENTS.

VII. No Waiver of Immunity

It is expressly understood and agreed that under this Agreement CITY does not waive, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VIII. Coordination/Independent Contractor

NON-PROFIT ORGANIZATION's Director, or designated representative, and CITY's Manager, or designated representative, shall coordinate, as needed, toward efforts to ensure effective implementation of this Agreement. NON-PROFIT ORGANIZATION shall be considered for all purposes under this Agreement an independent contractor and not an agent, employee, or other representative of CITY. Nothing in this Agreement shall change the NON-PROFIT ORGANIZATION's independent contractor status or create any kind of joint enterprise between the NON-PROFIT ORGANIZATION and the CITY.

IX. Notices

Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

CITY:
City Manager's Office
City of Kerrville
City Hall, 701 Main Street
Kerrville, Texas 78028
Office: (830) 258-1105
Fax: (830) 792-3850

NON-PROFIT ORGANIZATION:
Tivy Mountain Historic Black
Cemetery Association
President
Post Office Box 290427
Kerrville, Texas 78028
Telephone: (830) 896-2272

X. Miscellaneous

A. Assignment. This Agreement may not be assigned by NON-PROFIT ORGANIZATION.

B. Venue. NON-PROFIT ORGANIZATION and CITY agree that the services provided under this Agreement are to be performed within Kerr County, Texas, and venue for any and all legal actions arising under this Agreement, if any, shall lie exclusively in the State Courts of Kerr County, Texas and in the Federal Courts for the Western District of Texas.

C. Severability. This Agreement, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause, or provisions of this Agreement shall not affect the validity of any other portion of this Agreement.

D. Amendment. This Agreement may be amended or modified by the mutual agreement of both parties in writing, such writing to be attached hereto and incorporated into this Agreement.

E. Entire Agreement. This Agreement contains all commitments and obligations of the parties and represents the entire Agreement of said parties. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Agreement.

F. Authority. This Agreement shall be executed by the duly authorized official(s) of SERVICE ORGANIZATION and CITY as expressed in the approving resolution or order of the governing body of such party.

G. Headings. The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

H. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

I. Texas Law. This Agreement shall be interpreted exclusively under the laws and ordinances of the State of Texas and the City.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on this ____ day of _____, 2026.

CITY OF KERRVILLE, TEXAS

_____
Dalton Rice, City Manager

ATTEST:

_____
Shelley McElhannon, City Secretary

TIVY MOUNTAIN HISTORIC BLACK CEMETERY ASSOCIATION

_____
Lois Shaw, President

ATTEST:

_____
Sylvia Lewis, Secretary-Treasurer

APPROVED AS TO FORM:

_____
William L. Tatsch, City Attorney

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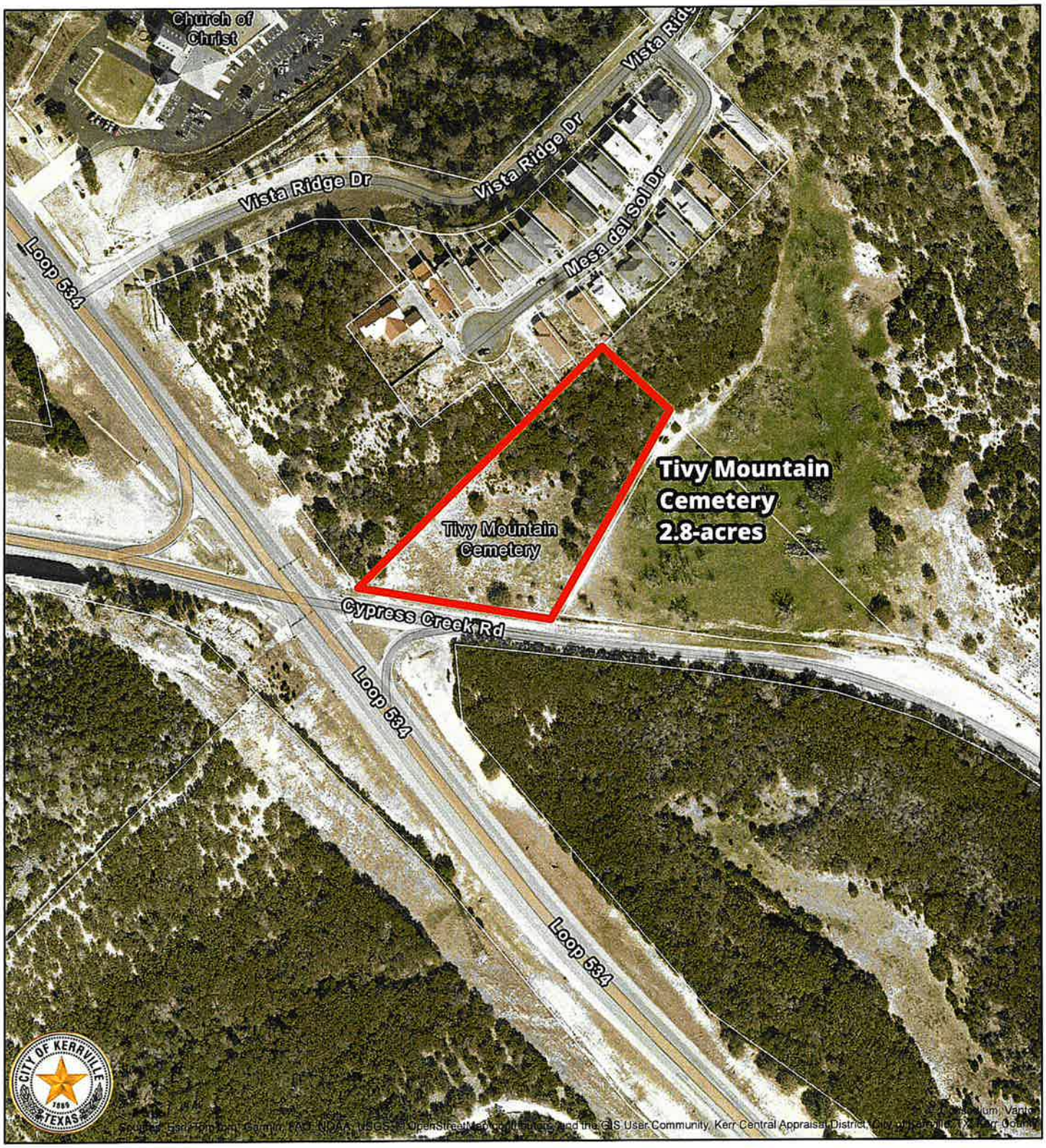
EXHIBIT A

TIVY MOUNTAIN CEMETERY



Subject Area

Tax Parcel

N

0 200 400

US Feet

06/11/2026 01:48 PM

joyoung

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.

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

CAPTION: Resolution No. 28-2026. A Resolution authorizing the conveyance of City owned real estate to the Tivy Mountain Historic Black Cemetery Association, a Texas Nonprofit Association, in accordance with State Law and City Policy; said property generally located at 1280 Cypress Creek Road and comprising an approximate 2.8 acre tract of land, being a portion of Survey No. 114 in the name of Samuel Wallace. (This item is eligible for Executive Session 551.072.) *(D Rice, City Manager)*

AGENDA DATE: June 23, 2026 **DATE SUBMITTED:** 06/10/2026

SUBMITTED BY:
William Tatsch, Assistant City Attorney

EXHIBITS:
1. 20260623 Reso 28-2026 Conveyance of Real Estate to Tivy Mountain Historic Black Cemetery

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Expenditure:
Amount Budgeted:
Account Number:
Account Balance:
Payment to/Vendor name:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

The Tivy Mountain Historic Black Cemetery is a historically significant cemetery located on approximately 2.8 acres of City-owned property at 1280 Cypress Creek Road. The City acquired the property in 1949, and it has since served as an important place for honoring and remembering members of the community while preserving an important part of Kerrville's history.

To ensure the long-term preservation and stewardship of the cemetery, the Tivy Mountain Historic Black Cemetery Association has been established as a Texas nonprofit organization with the specific purpose of maintaining, improving, and operating the cemetery for the benefit of descendants, visitors, and the community. City staff believes that ownership by a dedicated nonprofit organization will enhance opportunities for preservation efforts, volunteer engagement, fundraising, and historical recognition

while reducing the City's ongoing maintenance responsibilities and liability. The proposed service agreement requires the Association to continue operating the property for a public purpose by maintaining the cemetery and keeping it accessible for remembrance and visitation.

The proposed conveyance includes important protections for the City and the public interest. Under both the deed and accompanying agreement, ownership of the property will automatically revert to the City if the Association ceases to exist, loses its nonprofit status, fails to maintain the cemetery for its intended public purpose, or otherwise violates the reversion provisions established in the conveyance documents.

Staff recommends approval of the resolution authorizing the conveyance of the Tivy Mountain Historic Black Cemetery property to the Tivy Mountain Historic Black Cemetery Association, subject to the deed restrictions, reversionary provisions, and service agreement conditions that protect the public interest and ensure the continued preservation and maintenance of this important historic community asset.

RECOMMENDED ACTION:
Approve Resolution No. 28-2026.

CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 28-2026

A RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY OWNED REAL ESTATE TO THE TIVY MOUNTAIN HISTORIC BLACK CEMETERY ASSOCIATION, A TEXAS NONPROFIT ASSOCIATION, IN ACCORDANCE WITH STATE LAW AND CITY POLICY; SAID PROPERTY GENERALLY LOCATED AT 1280 CYPRESS CREEK ROAD AND COMPRISING AN APPROXIMATE 2.8 ACRE TRACT OF LAND, BEING A PORTION OF SURVEY NO. 114 IN THE NAME OF SAMUEL WALLACE.

WHEREAS, the City received a 2.8 acre tract of land ("2.8 acres") in 1949 generally located at the northeastern corner of Loop 534 and Cypress Creek Road; and

WHEREAS, the 2.8 acres contains a cemetery, which is currently known as the Tivy Mountain Historic Black Cemetery (the "Cemetery"); and

WHEREAS, the Tivy Mountain Historic Black Cemetery Association (the "Association") has been formed to maintain and improve the Cemetery; and

WHEREAS, the Association has requested the City to transfer ownership of the Cemetery to the Association to aid its maintenance and improvements of the Cemetery; and

WHEREAS, City staff believes that, while the 2.8 acres serves a public purpose by providing the community a place to honor and remember their loved ones and to foster a sense of connection among residents, it presents higher maintenance costs to the City; and

WHEREAS, City staff does not believe conveying the 2.8 acres to the Association will have any negative impact on City services or responsibilities or any loss of public purpose in the 2.8 acres; and

WHEREAS, Texas Local Government Code Section 272.001(a) generally requires a municipality selling or conveying land to sell or convey such land through a public bid or auction process and then at fair market value, which must be determined by either an appraisal or the price obtained at the auction, unless an exception applies; and

WHEREAS, one exception to Texas Local Government Code Section 272.001 is found in Texas Local Government Code Section 253.011, which permits a municipality to transfer real property to a nonprofit to use the property for a public purpose; and

WHEREAS, the City Council of the City of Kerrville, Texas finds that pursuant to the state law exception specified above, and other factors including the City's interest in divesting improvement and maintenance responsibilities and reducing any liability, it is in the public interest to convey the 2.8 acres as referred to above to the Association.

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

SECTION ONE. The City Manager is hereby authorized to finalize and execute an agreement with the Tivy Mountain Historic Black Cemetery Association requiring that the Association use the 2.8 acres for a public purpose, namely to maintain the Cemetery in a neat and orderly manner and to continue providing the community a place to honor and remember their loved ones and fostering a sense of connection among residents.

SECTION TWO. The City Manager and City Secretary are hereby authorized to execute on behalf of the City of Kerrville, Texas, a deed without warranty approved as to form by the City Attorney, conveying to Tivy Mountain Historic Black Cemetery Association, City-owned real estate generally located at 1280 Cypress Creek Road North, and comprising a 2.8 acre tract of land, being a portion of Survey 114, in the name of Samuel Wallace.

SECTION THREE. The deed should contain a right of reversion should the Tivy Mountain Historic Black Cemetery Association (1) fail to maintain a public purpose, (2) disband, or (3) lose its nonprofit status.

SECTION FOUR. The Tivy Mountain Historic Black Cemetery Association is responsible for all closing costs, including taxes owed, if any.

PASSED AND APPROVED ON this the _____ of _____, A.D., 2026.

_____
Joe Herring, Jr.

APPROVED AS TO FORM:

William L. Tatsch, City Attorney

ATTEST:

_____
Shelley McElhannon, City Secretary

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