



City Council Meeting Agenda
July 28, 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 \(www.kerrvilletx.gov\)](http://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 Jeff Harris

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 Proclamation: Week of August 3-7, 2026 as Adult Onset Leukoencephalopathy with Axonal Spheroid and Pigmented Glia week. (*J Herring, Mayor*)
3. **FINANCE:**
 - 3.A Financial Report for month-ended 6-30-2026. (*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 anticipated on these items, which are considered routine, included in the budget adoption process, 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 request separate consideration. Approval of items is recommended which will authorize the Mayor or City Manager to take all actions necessary:*
 - 5.A Purchase of Granular Activated Carbon (GAC) from Calgon Carbon Corporation for the filtration system at the Water Treatment Plant, not to exceed \$197,000. (BUDGETED) (*C Clark, Asst Director Public Works*)
 - 5.B City Council workshop minutes July 14, 2026. (*S McElhannon, City Secretary*)
 - 5.C City Council meeting minutes July 14, 2026. (*S McElhannon, City Secretary*)
6. **INFORMATION AND DISCUSSION:** *These items are not expected to require action by City Council and are generally for information. However, items listed in this section may become action items on request of any Councilmember, and City Council may take action on any item listed in this section without further notice.*

6.A 2026 Flood Event update, status of recovery efforts, and City's continuing response. (*M Hornes, Asst City Manager*)

7. **PUBLIC HEARINGS AND RESOLUTIONS:**

7.A Resolution No. 30-2026. A Resolution allowing a variance to a distance requirement as between an Outdoor Event Venue to be located at 400 Thompson Drive and Church property located within 300 feet of said Outdoor Event Venue. (*D Paxton, Director Development*)

8. **CONSIDERATION AND POSSIBLE ACTION:**

8.A Construction contract with Keystone Construction Services, LP for the Lois Ground Storage Tank and Pump Station project in the amount of \$4,645,178.00. (***BUDGETED***) (*K Burow, Director Engineering*)

8.B Construction contract with JK Bernhard Construction for the Granger MacDonald Park project in the amount of \$1,838,819.29. (***BUDGETED***) (*K Burow, Director Engineering*)

9. **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.*

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

11. **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 July 22, 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 for month-ended 6-30-2026. (*J Behrens, Director Finance*)

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 06/26/2026

SUBMITTED BY:

EXHIBITS:

1. AP over \$25K
2. 20260728 Finance presentation Q3 report - July 2026

Expenditure:
Account Number:
Payment to/Vendor
name:

Amount Budgeted:
Account Balance:

Kerrville 2050 Item?
No

Key Priority Area:

SUMMARY:

Financial Report for month-ended 6-30-2026

RECOMMENDED ACTION:

NA

Accounts Payable Over \$25K June 2026

Number	Issue Date	Vendor Name	Description	Project	Total
26-05577	06/10/2026	DOWTECH SPECIALTY CONTRACTORS, INC.	Lift Station Rehab	Lift Station Improvements	615,298.58
26-05500	06/08/2026	JK BERNHARD CONSTRUCTION CO., LLC	Olympic Pool Improvements	Olympic Pool Improvements	338,507.36
26-05858	06/22/2026	MARKSMEN GENERAL CONTRACTORS, LLC	HHHC Design-Build Pay Retainage Release	Heart of the Hills Heritage Center	204,526.28
26-05984	06/26/2026	REPUBLIC SERVICE, INC	Garbage Billing	NA	197,427.27
26-06017	06/29/2026	DOWTECH SPECIALTY CONTRACTORS, INC.	Lift Station Rehab	Lift Station Improvements	147,546.69
26-01005	06/02/2026	VERMEER EQUIPMENT OF TEXAS, LLC	Hydro Excavator	NA	133,999.00
26-05655	06/15/2026	J3 COMPANY, LLC.	Al Mooney Road Recon-Retainage Release	Al Mooney Road Reconstruction - Streets	75,181.58
26-05563	06/09/2026	MAXEY ENERGY CO.INC	MAY FUEL USE	NA	51,339.42
26-05291	06/01/2026	FREESE & NICHOLS, INC.	WWTP Improvements	Wastewater Treatment Plant Design	46,202.00
26-04747	06/04/2026	CORE & MAIN LP	Annual Maintenance AMR / AMI - Meter Software	NA	38,909.64
26-05848	06/22/2026	HEWITT ENGINEERING, INC.	Granger MacDonald Park Design	Granger McDonald Park Improvements	38,591.40
26-05652	06/15/2026	6S ENGINEERING, INC.	Elm Creek Reclaimed Waterline Design	Elm Creek Reclaimed Water Line	37,403.90
26-05385	06/03/2026	THORNTON, MUSSO & BELLEMIN, INC	Bulk chemical coagulant/floculant	NA	32,787.94
26-05980	06/26/2026	MAYHALL ELECTRICAL SOLUTIONS, LLC	Tranquility Island Electric	Louise Hays Park Rebuild	29,485.21
26-06098	06/30/2026	CELESTE MUNOZ	Install Curb & Gutter & Aprons W. Barnett Drainage	NA	28,475.00
26-05826	06/22/2026	COOPERATIVE PERSONNEL SERVICES	Workload Study	NA	27,125.00
26-05786	06/18/2026	BRAUNTEX MATERIALS, INC. EFT	Pave Hugo St.	NA	25,247.04
26-05333	06/02/2026	THE SALVATION ARMY	PMT 2 KROC Pool Agreement	NA	25,000.00
					2,093,053.31

Financial Update Fiscal Year 2026 Third Quarter

City Council Meeting
July 28, 2026



General Fund

GENERAL FUND PERIOD ENDED JUNE 30, 2026				
	FY2026 AMENDED BUDGET	FY2026 YTD BUDGET ESTIMATE	FY2026 YTD ACTUAL	FY2026 ESTIMATED BETTER / (WORSE) THAN BUDGET
REVENUES				
Property Tax	14,243,100	13,986,724	13,936,951	(49,773)
Sales Tax	10,286,687	7,540,141	7,866,130	325,988
Franchise Fees	2,064,700	1,296,632	1,372,001	75,370
Total Taxes	26,594,487	22,823,497	23,175,082	351,585
Permits and Fees	206,600	157,636	170,560	12,924
Intergovernmental Revenue	2,071,415	1,802,131	1,793,344	(8,787)
Service Revenue	6,642,995	4,982,246	5,253,658	271,412
Recreation Revenue	127,125	93,437	36,134	(57,303)
Fines and Forfeitures	381,000	279,654	276,178	(3,476)
Grant & Donation Revenue	45,300	42,356	25,170	(17,186)
Interest and Miscellaneous	872,600	584,642	707,570	122,928
Operating Transfer In	2,803,590	2,102,692	2,102,692	-
TOTAL REVENUES	\$39,745,111	\$ 32,868,291	\$ 33,540,388	\$ 672,097
EXPENDITURES				
Personnel	28,526,586	20,253,876	19,956,273	297,603
Supplies	1,648,662	1,149,117	845,201	303,916
Maintenance	3,950,948	2,449,588	1,985,196	464,392
Services	3,014,325	2,372,274	2,282,505	89,769
Other Expenses	948,750	750,461	494,574	255,887
Operating Transfers Out	1,655,840	829,380	829,380	-
TOTAL EXPENDITURES	\$39,745,111	\$ 27,804,697	\$ 26,393,130	\$ 1,411,567

Revenues:

- Property Tax 98%
 - Historical average % c is 98%
- Sales Tax \$326K better than
 - 12-month rolling aver

Expenses:

- Personnel: \$298K Better than salaries, overtime, benefits,
- Supplies: \$304K better than
- Maintenance: \$464K better than
 - 2026 Streets Maintenance hard at work
- Other: Includes contingency cover unanticipated overage

Flood 2026 - not represented ; provide personnel costs at this

Water Fund

WATER FUND				
PERIOD ENDED JUNE 30, 2026				
	FY2026 BUDGET	FY2026 YTD BUDGET ESTIMATE	FY2026 YTD ACTUAL	FY2026 ESTIMATED BETTER / (WORSE) THAN BUDGET
REVENUES				
Water	8,024,445	5,585,013	5,642,942	57,928
Sewer	7,947,913	6,032,466	6,313,969	281,503
Reuse	459,441	303,691	235,191	(68,500)
Waste Disposal	290,000	216,920	222,628	5,708
Interest & Misc	354,316	270,343	213,691	(56,653)
Taps & Meters / Other Fees	513,600	379,037	373,799	(5,238)
Total Revenue	\$ 17,589,715	\$12,787,470	\$ 13,002,219	\$ 214,749
EXPENDITURES				
Personnel	4,952,077	3,575,400	3,520,327	55,073
Supplies	991,954	651,714	639,374	12,339
Maintenance	1,126,515	732,235	594,007	138,228
Services	1,266,084	879,928	877,747	2,181
Other Expenses	336,117	161,000	72,031	88,969
Capital	145,400	83,314	99,070	(15,756)
Operating Transfers Out	8,771,568	6,800,964	6,800,964	-
Total Expenditures	\$ 17,589,715	\$12,884,554	\$ 12,603,520	\$ 281,035

Revenues:

- Water: Tracking very close to
- Sewer: \$282K better than YTD
 - Residential sewer average FY2026
- Reuse: \$69K behind budget due to reduced consumption in this

Expenses:

- Personnel: Tracking close to
- Maintenance: \$138K better than YTD
- Other: \$89K better than YTD
 - Category includes contingencies

Kerrville Schreiner Park

- Revenues approximately \$96K behind budget estimate
 - Flood damage affecting KSP revenues
- Expenses \$41K better than budget estimate



Scott Schreiner Golf Course

- Revenues approximately \$36K behind budget estimate
- Expenses \$54K behind budget estimate
 - Liability & Worker's Comp insurance higher than estimated
 - Investment in inventory in preparation for summer months' merchandise sales



Development Services

DEVELOPMENT SERVICES FUND				
PERIOD ENDED JUNE 30, 2026				
	FY2026 Budget	FY2026 YTD BUDGET ESTIMATE	FY2026 YTD ACTUAL	FY2026 Estimated Better/Worse than Budget
REVENUES				
Permits & Fees	762,605	587,206	624,637	37,431
Interest & Misc	24,478	16,400	21,581	5,181
Transfers-In	507,301	380,476	380,476	-
TOTAL REVENUE	\$ 1,294,383	\$ 984,081	\$ 1,026,693	\$ 42,612
EXPENDITURES				
Personnel	1,159,512	846,444	799,932	46,512
Supplies	12,145	8,465	18,022	(9,557)
Maintenance	39,187	25,864	25,755	109
Services	80,916	63,681	53,820	9,861
Other Expenses	2,623	2,074	1,500	574
TOTAL EXPENDITURES	\$ 1,294,383	\$ 946,528	\$ 899,029	\$ 47,499

Hotel Occupancy Tax

HOTEL OCCUPANCY TAX FUND				
PERIOD ENDED JUNE 30, 2026				
	FY2026 CURRENT BUDGET	FY2026 YTD BUDGET ESTIMATE	FY2026 YTD ACTUAL	FY2026 ESTIMATED BETTER / (WORSE) THAN BUDGET
REVENUES				
Taxes	1,482,493	1,055,535	1,109,329	53,794
CAP Grant	50,000	50,000	50,000	-
Interest & Misc	56,592	42,444	31,663	(10,781)
TOTAL REVENUE	\$ 1,589,085	\$ 1,147,979	\$ 1,190,992	\$ 43,013
EXPENDITURES				
Personnel	-	616	616	-
Supplies	-	31	31	-
Maintenance	3,274	3,274	3,274	-
Services (including CVB)	1,303,021	1,035,015	1,017,741	17,274
Other (including events)	179,000	117,332	96,257	21,075
Transfers Out	115,000	95,833	95,833	-
TOTAL EXPENDITURES	\$ 1,600,294	\$ 1,252,101	\$ 1,213,752	\$ 38,349

Congratulations!
KERRVILLE
A Tourism Friendly
Texas Certified
Community



Finance Tentative Schedule of Activities	
May-June	Department budget meetings with Budget Committee
May	Preliminary Budget Information at City Council Workshop
June 16th	City Council Budget Workshop
July 16th	City Council Budget Workshop (Canceled due to Flood)
July 24th	City Council Budget Workshop
July 27th	Receive Certified Property Tax Roll from KCAD
July 28th	Rescheduled Budget Workshop
July 29-30th	Tax Rate Calculation from Kerr County Tax Assessor / Co
July 31st	File FY2027 Proposed Budget
August 6th	City Council Budget Workshop
August 11th	Presenation of Proposed Budget
	Resolution to Set Proposed Tax Rate
August 31-September 4th	Interim Audit Work Begins
September 8th	Public Hearing - Budget and Tax Rate
	First Reading - Budget Ordinance & Tax Rate Ordinance
September 22nd	Second Reading - Budget & Tax Rate Ordinance
October 1st	FY2027 Begins

QUESTIONS / FEEDBACK



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

CAPTION: Purchase of Granular Activated Carbon (GAC) from Calgon Carbon Corporation for the filtration system at the Water Treatment Plant, not to exceed \$197,000. (BUDGETED) *(C Clark, Asst Director Public Works)*

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 07/15/2026

SUBMITTED BY:

Chris Clark, Assistant Director Public Works

EXHIBITS:

1. 20240528_Contract_Calgon_Carbon_Corp_-GAC_WaterTreatmentPlant_filtration

Expenditure:

Amount Budgeted: 194,400

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Yes

Key Priority Area:

W – Water/Wastewater/Drainage

SUMMARY:

Yearly - Purchase of Granular Activated Carbon from Calgon Carbon Corporation for the filtration system at the Water Treatment Plant, not to exceed \$197,000. - This is a budgeted item.

RECOMMENDED ACTION:

Approve the purchase of a budgeted item not to exceed \$197,000.

**CALGON CARBON CORPORATION
CARBON SUPPLY AGREEMENT**

This Carbon Supply and Custom Reactivation Agreement (this "Agreement") is entered into as of July 25, 2022 (the "Effective Date") by and between The City of Kerrville, TX, a municipal corporation, located at 701 Main Street-Kerrville, TX 78028 ("Customer") and Calgon Carbon Corporation, a Delaware corporation, located at 3000 GSK Drive, Moon Township, PA 15108 ("CCC").

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CCC will supply domestic virgin carbon ("Filtrisorb 400"), for water treatment objectives at Customer's site(s). Product specifications are contained in Exhibit I.
2. This Agreement shall be in effect from the Effective Date for a period to extend through 12/31/2026 (the "Initial Term"). Thereafter, this Agreement may be renewed by mutual written agreement of the parties for successive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless terminated by either party upon sixty (60) days written notice.
 1. Renewal Terms or continuation of this Agreement is dependent upon the availability of funding. The Customer's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not Appropriated but the Customer will pay CCC for all services rendered prior to Agreement termination. The Customer shall provide CCC written notice of the failure of the Customer to make an adequate Appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any Appropriation to an amount insufficient to permit the Customer to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the Customer.
 2. Customer shall have the right to terminate the Agreement, in whole or in part, without cause any time upon sixty (60) calendar days' prior written notice. Upon receipt of a notice of termination, CCC shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The Customer shall pay CCC, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- (2) During the Initial Term, the fees in Exhibit I shall apply. The fees in this Agreement are based on CCC performing the responsibilities as described in Exhibit II during normal working hours and under reasonable order processing conditions. Rush shipments (less than 3 days notice) will be subject to a 15% surcharge.
- (3) The fees are exclusive of any taxes, tariff, and duties of any kind which either party may be required to pay with respect to the sale of the Product, and Customer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on CCC. Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided. Product will be billed for at the time of delivery and payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Any agreed upon retainage may only be applied on the final invoice. Customer agrees that CCC, at its discretion, may accelerate and make due and payable all remaining payments if Customer shall fail to perform any of its obligations hereunder, including without limitation Customer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.
- (4) At the request of the Customer, technical assistance will be provided by CCC in an effort to aid in the optimization of results for the Customer's specific application. Such assistance will be provided upon such terms as may be mutually agreed upon by both parties. An additional fee may apply.
- (5) CCC warrants that the Product shall, at the time of delivery, conform to CCC's then-applicable specifications

Contract No. 2022-88

for such Product. CCC shall correct (by replacement of Product or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Product removed in connection with such replacement may be reactivated or disposed of at CCC's sole discretion. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE PRODUCT OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF CUSTOMER IN THE EVENT OF DEFECTIVE PRODUCT OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCT OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7. Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall CCC or its contractors or suppliers of any tier be liable to Customer for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), CCC's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom CCC is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to CCC hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of Customer to notify CCC of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve CCC of any further responsibilities hereunder.

8. Notwithstanding any provision to the contrary herein, CCC shall have no liability to Customer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond CCC's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of CCC and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of CCC.

9. Customer acknowledges that the Product and related technology are subject to U.S. export controls and economic sanctions laws and regulations, including the Export Administration Regulations and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control. Customer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations.

10. Other than in the performance of the terms of this Agreement, neither Customer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of CCC (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Customer agrees that all pricing, discounts, design drawings and technical information that CCC provides to Customer are the confidential and proprietary information of CCC, whether or not otherwise identified as such. The obligations under this section continue perpetually and survive the termination or expiration of the Agreement. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Customer under this Agreement; (b) becomes available to Customer from a source other than CCC without breach of any obligation of confidentiality; (c) was independently developed by Customer without violation of CCC's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Customer; (d) is used or disclosed with the prior written approval of CCC; (e) is information previously known to Customer as evidenced by written records maintained by Customer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Customer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on the Customer. If Customer becomes legally compelled (by oral questions, interrogatories, requests for

Contract No.
2022-88

information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Customer shall provide CCC with prompt written notice so that CCC may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or if CCC waives compliance with the provisions of this Agreement, Customer shall furnish only that portion of the confidential information which Customer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Customer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of CCC's products, samples or prototypes without CCC's specific written authorization.

11. CCC may cancel this Agreement if any of the following occurs: (a) Customer becomes insolvent; (b) Customer ceases to conduct its operations in the normal course of business; (c) Customer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Customer files a voluntary petition in bankruptcy; (e) Customer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Customer or for a substantial part of its property; (g) Customer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Customer executes an assignment for the benefit of its creditors. In the event of such cancellation, CCC shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity.

12. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transactions represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Kerr County, Texas. Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the State of Texas shall have the meanings contained therein.

13. Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that CCC may, without Customer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with CCC or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Product or services. CCC may use subcontractors to fulfill its obligations pursuant to this Agreement.

14. In the event of any legal proceeding between CCC and Customer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

15. In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

16. CCC's failure to enforce, or CCC's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

17. This Agreement supersedes any prior agreement and all amendments thereto, either written or oral, between Customer and CCC regarding the subject matter hereof. This Agreement constitutes the entire agreement between CCC and Customer and may not be modified except by a writing signed by the authorized representatives of each of the parties. CCC shall be obligated to perform only in accordance with the terms of this Agreement and any terms and conditions contained in any purchase order which are different from, conflict with or add to the provisions of this Agreement shall be deemed to materially alter them and are hereby objected to and rejected by CCC.

Contract No. 2022-88

18. Prohibition on Contracts with Companies Boycotting Israel. CCC hereby verifies the following per Section 2271.002, Texas Government Code:

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

19. Prohibition Against Business with Iran, Sudan, or Foreign Terrorist Organization. CCC warrants, covenants, and represents that CCC is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

20. Prohibition on Contracts with Companies Boycotting Energy Companies. CCC hereby verifies the following per Section 2274.002, Texas Government Code:

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

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

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

City of Kerrville, TX

DocuSigned by:

By: E. H. Hoppe IV
Name: E. H. Hoppe IV
Title: City Manager
Date: 9/1/2022

CALGON CARBON CORPORATION

DocuSigned by:

By: Jeremy Jones
Name: Jeremy Jones
Title: DWS Project Manager
Date: 9/1/2022

Accepted for Form
Electronic Signature
Not for Filing
Legal Council

ATTEST:
DocuSigned by:

Shelley McElhannon
Shelley McElhannon, City Secretary

APPROVED AS TO CONTENT:

Stuart Barron
Stuart Barron, Executive Director for
Public Works and Engineering

APPROVED AS TO FORM:

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

APPROVED AS TO FUNDING:

Julie Behrens
Julie Behrens, Director of Finance

Contract No. 2022-88

Adjustment Mechanism

Virgin GAC:

The fees payable pursuant hereto will be adjusted on the first day of February of each calendar year by the annual percentage change in the following three price indices, in the proportion indicated next to each index:

- 1) U.S. Department of Labor PPI for All Other Basic Organic Chemicals Manufacturing: Miscellaneous end-use chemicals and chemical products, excluding urea (PCU325199325199T) @ 40% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the U.S. City Average (CWUR0000SA0) @ 40% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 20% weight

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from (1/1/2024) through (12/31/2024) of the last completed calendar year as compared to the twelve month period from (1/1/2023) through (12/31/2023) of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown above for calculating the final percent adjustment to which all virgin GAC will be subject. This will occur annually beginning 1/1/2024 and evaluated for 2025 and 2026 in same manner. Pricing will be communicated Q4 of year prior to pricing adjustment if applicable.

Initial Fee Limit: Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee (\$186,689/80,000lb exchange).

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from (month and date) through (month and date) of the last completed calendar year as compared to the twelve month period from (month and date) through (month and date) of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown above for calculating the final percent adjustment to which all reactivated carbon will be subject.

Initial Fee Limit: Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee.

This price shall also be adjusted on an annual basis, using the following indices in the proportion indicated next to each index (note: Annual and Initial Fee Limits apply here as for Virgin GAC above):

- 1) U.S. Department of Labor PPI for All Other Basic Organic Chemicals Manufacturing: Miscellaneous end-use chemicals and chemical products, excluding urea (PCU325199325199T) @ 40% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the U.S. City Average (CWUR0000SA0) @ 40% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 20% weight

Contract No. 2022-88

EXHIBIT I

PRODUCT SPECIFICATIONS

1. Domestic Virgin Carbon
 - a. Filtrasorb 400
 - b. Base Price of \$186,689 from contract through 12/31/2023.
 - c. Pricing subject to PPI indices beginning 1/1/2024 through 12/31/2026 with PPI pricing implementations beginning first day of calendar year 2024, 2025, and 2026.
 - d. Expected exchange frequency annually of 80,000lbs-Two pressure vessels
2. CCC will provide a Certificate of Analysis to Customer with each purchase.

Contract No. 2022-88

**EXHIBIT II-ATTACHMENT 1
RESPONSIBILITIES OF CALGON CARBON**

1. Initial Spent GAC removal or GAC delivery will begin as estimated in the month of September 2022.
2. CCC will return the Spent GAC to one of its reactivation facilities according to an NSF-approved procedure.
3. CCC will provide the necessary eductors and hoses to facilitate the exchange of the spent GAC.
4. CCC will supply supervision during the initial fill and backwash of the filters/vessels during each exchange operation.
6. CCC will analyze a representative sample of the GAC on a periodic basis for iodine number, ash, apparent density, mesh size, and any other parameters felt appropriate for the particular application.
7. CCC shall maintain insurance set forth on the Insurance Certificate Exhibit II-Attachment 4 hereto.

Contract No. 2022-88

EXHIBIT II-ATTACHMENT 2

RESPONSIBILITIES OF CUSTOMER

1. Customer will provide necessary labor and other equipment (other than education systems) that may be required to remove the Spent GAC from the filters/pressure vessels and to install the Virgin GAC in the filters/pressure vessels.
2. Customer will provide the necessary water, electricity, and suitable drainage to accomplish the transfer of the Spent and React GAC.
3. If a spill occurs into the source water supply for Customer, then Customer will notify CCC of the occurrence and the type of chemicals spilled, if known by Customer.

If it is then determined by Customer that the GAC was contaminated by the spill, Customer can then request CCC to remove and replace the GAC. CCC will take the Spent GAC back for thermal reactivation subject to spent carbon acceptance. The cost of this special reactivation service shall require an additional fee. If the fouled GAC can not be reactivated, CCC shall supply replacement virgin GAC at the price stated in Section 3 of the Agreement. Should Customer declare the Spent GAC hazardous, Customer then agrees to arrange and pay for the additional cost of removing, handling, and disposing of a hazardous material.
4. If during the term of the Agreement the GAC becomes fouled by inorganic precipitates, such as calcium carbonate or iron oxide, Customer shall have the option to clean the GAC or request CCC to remove and, if possible, reactivate the fouled GAC. If Customer chooses to clean the GAC, the cost of cleaning the GAC will be the responsibility of Customer. If Customer chooses to have CCC remove and reactivate the GAC, CCC will take the Spent GAC back for thermal reactivation subject to spent carbon acceptance. The cost of this special reactivation service shall be in addition to the base monthly fee. If the fouled GAC can not be reactivated, CCC shall supply replacement virgin GAC at the price stated in Section 3 of the Agreement.
5. Customer will provide clear access to the site for delivery and installation of the Virgin GAC and Spent GAC removal.
6. Customer will provide all plant modifications, pre and post treatments and sterilization of the filters/pressure vessels as may be required.
7. Customer will confirm the volume of GAC in each filter in the following manner:
Customer will measure and mark the top of the filter bed prior to removing any GAC. After the removal of the GAC, the Customer will then mark and measure from the top of the support media to the initial line. With these measurements, as well as the dimensions of the filter, the Customer will be able to calculate the volume of GAC being returned.

Contract No. 2022-88

EXHIBIT II-ATTACHMENT 3

CRITERIA FOR RETURN FOR REACTIVATION OF
NON-RCRA SPENT GRANULAR ACTIVATED CARBON (GAC)

The following ACCEPTANCE CRITERIA must be met for return for reactivation:

<u>Characteristic/Property</u>	<u>Limits of Acceptability</u>
Size	Greater than or equal to 12x40 mesh
pH Range	Greater than 2.0 and less than 12.5
Ignitable (per RTM-10)	Not Acceptable
Dioxins (by testing, court decree or definition)	Not Acceptable
Polychlorinated Biphenyls (PCBs)	Not Acceptable
1,2-Dibromo-3-chloropropane (DBCP)	Not Acceptable
Radioactivity	Not to exceed Background Level
Sodium	Maximum of 0.1 wt. %
Halogenated/Aromatic Volatiles	Maximum of 2000 ug/g (Blue Lake plant only) (SW 846 - Methods 8010/8020)

Note 1 : Spent GAC to be exchanged shall be free of any foreign debris (rock, wood, metal, etc.) or extraneous impurities, free of oil and grease, easily wetted by water, and free flowing.

Contract No. 2022-88

EXHIBIT II-ATTACHMENT 4
CERTIFICATE OF INSURANCE

Contract No. 2022-88



CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)

5/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____														
INSURED 1450884 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER D: Interstate Fire & Casualty Company</td> <td>22829</td> </tr> <tr> <td>INSURER E: American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liab. Ins. Co.	26247	INSURER C: Berkley Assurance Company	39462	INSURER D: Interstate Fire & Casualty Company	22829	INSURER E: American Zurich Insurance Company	40142	INSURER F:	
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INSURER F:															

COVERAGES CALCA

CERTIFICATE NUMBER: 16591512

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: _____	N	N	GLO 0111179 04	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ _____
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	BAP 0111180 04	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED: _____ RETENTIONS: _____	N	N	AUC 3275984-01	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
E A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 0111177 04 (Ded) WC 0111178 04 (Retro)	6/1/2021	6/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Professional Liability Pollution Legal Liability	N	N	PCAB-5014619-0621 USL01645421	6/1/2021	6/1/2022	\$5,000,000 per claim/aggregate \$10,000,000 per incident/\$15,000,000 agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage.

CERTIFICATE HOLDER

16591512
 Calgon Carbon Corporation
 3000 GSK Drive
 Moon Township PA 15108

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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

CAPTION: City Council workshop minutes July 14, 2026. (*S McElhannon, City Secretary*)

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 06/02/2026

SUBMITTED BY:

Shelley McElhannon, City Secretary

EXHIBITS:

1. City Council Employee Benefit Trust Workshop Minutes 7-14-2026

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Key Priority Area:

No

SUMMARY:

July 14, 2026 City Council workshop minutes, 4:00 pm.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL EMPLOYEE BENEFIT TRUST
WORKSHOP MINUTES**

**KERRVILLE, TEXAS
JULY 14, 2026 4:00 PM**

CALL TO ORDER: On July 14, 2026 at 4:00 PM, Mayor Joe Herring, Jr. called the Kerrville Employee Benefit Trust workshop to order in City Hall Council Chambers, 701 Main Street.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
William Tatsch, City Attorney
Michael Hornes, Asst City Manager
Kim Meismer, Asst City Manager
Kesha Franchina, Deputy City Secretary
David Barrera, Director of Public Works
Julie Behrens, Director of Finance
Daniel Bigott, Public Works Administrator
Jay Brimhall, Director of Parks & Rec

Kyle Burow, Director of Engineering
Chris Clark, Asst Dir Public Works
Martin Greenwell, Communications Manager
Jerel Haley, Police Chief
Maya Johnson, Human Resources Manager
Eric Maloney, Fire Chief
Drew Paxton, Director of Planning
Tara Rodgers, Procurement/Risk Spec
Trina Rodriguez, Asst Director of Finance
Charvy Tork, Director of IT

VISITORS PRESENT:

Pete Villemain and Todd Peters, Alera Group

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

2. **INFORMATION AND DISCUSSION:**

2.A State of Health Care.

Dalton Rice, Pete Villemain, and Todd Peters provided information and responded to questions.

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

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

ADJOURN. Workshop adjourned at 5:12 PM.

APPROVED BY COUNCIL: _____

APPROVED:

ATTEST:

Joe Herring Jr., Mayor

Kesha Franchina, Deputy City Secretary



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

CAPTION: City Council meeting minutes July 14, 2026. (*S McElhannon, City Secretary*)

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 06/02/2026

SUBMITTED BY:

Shelley McElhannon, City Secretary

EXHIBITS:

1. City Council Meeting Minutes 7-14-2026

Expenditure:

Amount Budgeted:

Account Number:

Account Balance:

**Payment to/Vendor
name:**

Kerrville 2050 Item?

Key Priority Area:

No

SUMMARY:

July 14, 2026 City Council meeting minutes, 6:00 pm.

RECOMMENDED ACTION:

Approve minutes as presented.

**CITY COUNCIL MEETING
MINUTES**

**KERRVILLE, TEXAS
JULY 14, 2026 6:00 PM**

On July 14, 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 Delayne Sigerman 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 Crystal Smith

COUNCILMEMBERS ABSENT:

None

CITY EXECUTIVE STAFF:

Dalton Rice, City Manager
William Tatsch, City Attorney
Michael Hornes, Asst City Manager
Kim Meisner, Asst City Manager
Kesha Franchina, Deputy City Secretary
Julie Behrens, Director Finance

Jay Brimhall, Director Parks & Rec
Kyle Burow, Director Engineering
Martin Greenwell, Communications Mgr
Jerel Haley, Police Chief
Eric Maloney, Fire Chief
Drew Paxton, Director of Development
Trina Rodriguez, Asst Dir of Finance

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, Councilmember Delayne Sigerman, Councilmember Jeff Harris, and Councilmember Crystal Smith provided information.

2. **PRESENTATIONS:**

2.A Proclamation: 25th Anniversary for September 11, 2001 "Patriot Day".

Mayor Joe Herring and Councilmember Jeff Harris presented the proclamation to General Oates.

2.B Proclamation: Parks & Recreation Professionals Day - July 17, 2026.

Mayor Herring presented the proclamation to Jay Brimhall and Ethan Mitchell.

2.C Presentation: Alamo Area Council of Governments (AACOG) Alamo Regional Transit (ART).

Item to be rescheduled at a future meeting.

3. **VISITORS/CITIZENS FORUM:** The following person(s) spoke:

- Tori Lewis
- Clay Lambert

- Barbara McCormick (Did not speak when called)
- Roger McCormick
- Robin Martin

4. **CONSENT AGENDA:**

Councilmember Kent McKinney requested to remove 4A.

Councilmember McKinney motioned to approve consent items 4B, and 4C, seconded by Councilmember Harris. The motion passed 5-0.

4A Julie Behrens responded to Councilmember McKinney's questions. Councilmember McKinney motioned to approve item 4A, seconded by Councilmember Harris. The motion passed 5-0.

4.A Purchase of police vehicles not to exceed \$675,000.

4.B Closeout Change Order for Marksmen General Contractors, LLC for the AC Schreiner House project as a deduct in the amount of \$150,699.

4.C City Council workshop minutes June 23, 2026.

4.D City Council meeting minutes June 23, 2026.

5. **CONSIDERATION AND POSSIBLE ACTION:**

5.A Resolution No. 29-2026. A Resolution by the City Council of the City of Kerrville, Texas, requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

Kyle Burow presented information and responded to questions.

The following person(s) spoke:

- William "Bill" Fitch
- Bonnie White
- George Baroody

Councilmember McKinney motioned to approve Resolution No.29-2026, seconded by Councilmember Smith. The motion passed 5-0.

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

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

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

ADJOURN. Meeting adjourned at 7:01 PM.

APPROVED BY COUNCIL: _____

APPROVED:

Joe Herring Jr., Mayor

ATTEST:

Kesha Franchina, Deputy City Secretary



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

CAPTION: 2026 Flood Event update, status of recovery efforts, and City's continuing response. *(M Hornes, Asst City Manager)*

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 07/22/2026

SUBMITTED BY:

Michael Hornes, Assistant City Manager

EXHIBITS:

None

Expenditure:

Account Number:

**Payment to/Vendor
name:**

Amount Budgeted:

Account Balance:

Kerrville 2050 Item?

No

Key Priority Area:

SUMMARY:

Provide update on City and Community ongoing efforts.

RECOMMENDED ACTION:

N/A



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

CAPTION: Resolution No. 30-2026. A Resolution allowing a variance to a distance requirement as between an Outdoor Event Venue to be located at 400 Thompson Drive and Church property located within 300 feet of said Outdoor Event Venue. (*D Paxton, Director Development*)

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 07/17/2026

SUBMITTED BY:

Steve Melander, Senior Planner

EXHIBITS:

1. 20260728 Reso 30-2026 Alcohol Distance Variance 400 Thompson Drive

Expenditure:

Account Number:

**Payment to/Vendor
name:**

Amount Budgeted:

Account Balance:

Kerrville 2050 Item?

No

Key Priority Area:

SUMMARY:

An applicant seeks a variance to the distance requirement applicable to the sale of alcoholic beverages (see Sec. 10-3, City Code) at 400 Thompson Drive. The applicant seeks to lessen the distance requirement from an existing church facility, First United Methodist Church, located at 321 Thompson Drive.

The property will be utilized as an outdoor event venue for private gatherings, including weddings, private parties, and occasional special or pop-up events. As part of the planned operations, the owner plans to apply for the appropriate liquor license to allow the sale and service of alcoholic beverages during events. The proposed use is not intended to operate as a full-time bar or night club, but rather a family-friendly venue. The beverage service area will be located within an existing garage structure that can be fully secured and locked to ensure controlled access and responsible operation. Guest seating and event activities will primarily be located outdoors. This venue is located across the street from First United Methodist Church and should not interfere

with church operations.

From Section 10-3(g) of the Kerrville Code of Ordinances: City council may allow a variance to this section if it determines that the enforcement of the regulation in a particular circumstance:

1. Is not in the best interest of the public;
2. Constitutes waste or inefficient use of land or other resources;
3. Creates an undue hardship on the applicant for a permit or license;
4. Does not serve the intended purpose;
5. Is not effective or necessary; or
6. For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Recommended Action:

Approve the Resolution.

RECOMMENDED ACTION:

Approve Resolution No. 30-2026.

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 30-2026**

**A RESOLUTION ALLOWING A VARIANCE TO A DISTANCE
REQUIREMENT AS BETWEEN AN OUTDOOR EVENT VENUE
TO BE LOCATED AT 400 THOMPSON DRIVE AND CHURCH
PROPERTY LOCATED WITHIN 300 FEET OF SAID OUTDOOR
EVENT VENUE.**

WHEREAS, the owner of the property located at 400 Thompson Drive and within the City of Kerrville, Texas, has applied for a new permit from the Texas Alcoholic Beverage Commission ("TABC") to sell beer, wine, and cocktails for on premise consumption at a planned outdoor event venue; and

WHEREAS, pursuant to City Code of Ordinances Section 10-3 ("Section 10-3"), and as authorized by the Texas Alcoholic Beverage Code, the sale of any alcohol at this location must be at least 300 feet from a church; and

WHEREAS, under Section 10-3, a property owner may apply to City Council for a variance from the distance limitations, which Council may allow depending upon the particular circumstances; and

WHEREAS, City Council in accordance with Section 10-3 and in particular, its holding of a public hearing, providing the requisite public notices, and thereafter determining that a particular circumstance is found, finds it be in the public interest to allow the variance as provided below;

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

City Council, as the governing board of the City of Kerrville, Texas, and pursuant to the Texas Alcoholic Beverage Code and Section 10-3 of the City's Code of Ordinances, and after consideration of the circumstances found within subsection (g) of Section 10-3, hereby allows a variance from the applicable provisions of Section 10-3 at the following location:

**An outdoor event venue, 400 Thompson Drive, Kerrville, Texas.
Said location is depicted on the map found at Exhibit A.**

This variance shall remain in effect for so long as a Mixed Beverage Permit and subsequent like use, if any are in effect at the above-referenced location.

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

Joe Herring, Jr., Mayor

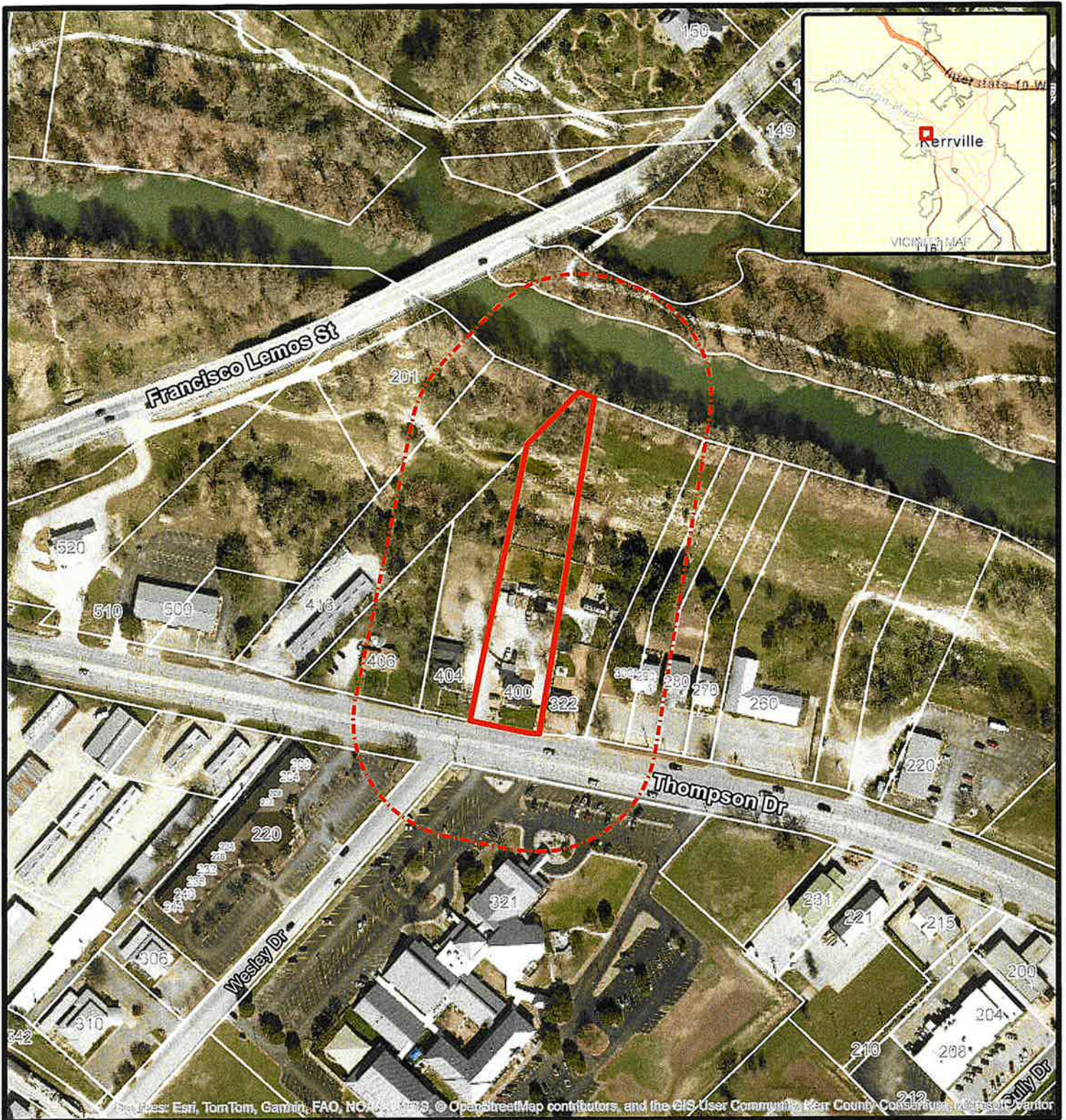
APPROVED AS TO FORM:

ATTEST:



William L. Tatsch, City Attorney

Shelley McElhannon, City Secretary



Location Map

Case #PZ-2026-12

Location:

400 Thompson Drive

Legend

- ▬ Subject Properties
- - - 200 Feet Notification Area



0 75 150 300

Scale In Feet



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

CAPTION: Construction contract with Keystone Construction Services, LP for the Lois Ground Storage Tank and Pump Station project in the amount of \$4,645,178.00.
(BUDGETED) (K Burow, Director Engineering)

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 07/09/2026

SUBMITTED BY:

Kyle Burow, Director of Engineering

EXHIBITS:

1. 20260728 Keystone Construction contract - Lois ground storage tank
2. 20260728_Bids_Lois Tank - Bid_Summary
3. 20260728_Bids_Lois Tank - Recommendation of Award Letter - Keystone

Expenditure:

\$4,645,178.00

Amount Budgeted:

Account Number:

**Payment to/Vendor
name:**

Account Balance:

Kerrville 2050 Item?

Yes

Key Priority Area:

W – Water/Wastewater/Drainage

SUMMARY:

In the 2014 Water Master Plan update, the Lois Street ground storage tank (GST) was identified for routine painting and maintenance as Project 3D. The project was budgeted for a small repair and repaint but placed on hold to further evaluate the tank's condition. In July 2020, an inspection was performed for a condition assessment of the existing Lois GST and site to determine the condition of the tank interior, exterior, foundations and accessories and to make recommendations and cost estimates for recoating, repair, corrosion protection and maintenance to comply with AWWA and TCEQ requirements. Originally constructed in 1962, several items were found to no longer be compliant with TCEQ regulations or in poor condition and the City analyzed a comparison of the cost of rehabilitation versus new tank construction with various economic factors and life expectancy of the existing welded steel tank. Staff presented the findings of the analysis in a Council workshop in 2021 to determine the path forward for the Lois GST and site improvements. Based on the similar costs from 2020, it was determined the most efficient use of funds would be to construct a new tank versus

rehabbing the existing GST. Additionally, the City requested the use of Texas Water Development Board (TWDB) project funds remaining from the Water Treatment Plant. The City requested for TWDB remaining unused funds from the Water Treatment Plant THM project to assist in the funding of the Lois Tank construction. The City received TWDB concurrence in March 2023.

In 2022, the City hired Walker Partners, LLC to provide construction documents to construct a new GST and pump station on the same site as the existing facility with necessary upgrades to electrical components. Walker Partners completed the design, however, the City and Walker Partners ceased contractual obligations in January 2025 for the bid and construction phases to complete the project. With the TWDB funding, staff commenced negotiations with Freese & Nichols, Inc. (FNI) based on the company's experience in the management of TWDB funded projects to perform the TWDB coordination in the bid and construction phases to meet funding requirements and complete the project. FNI completed the environmental requirements for TWDB funding and coordination efforts with Walker Partners to administer the TWDB review.

The project documents were submitted to the TWDB in August 2025 for review and concurrence. Since the submission of documents, the City and FNI continued correspondence with the TWDB staff awaiting approval to proceed with the bid phase of the project. Approval of the project documents was received on May 12th and the City commenced the advertisement for bids on May 20th. The bid opening was held with ten bids received and Keystone Construction Services, LP as the apparent low bid. Staff and Freese & Nichols recommend awarding the base bid and Alternate #1 (increase size of tank to 1 MG from 650,000 gal) to Keystone Construction Services, LP for a total contract amount of \$4,645,178.00.

RECOMMENDED ACTION:

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

CONSTRUCTION AGREEMENT CITY OF KERRVILLE, TEXAS

This Agreement is between CITY OF KERRVILLE, TEXAS (Owner) and KEYSTONE CONSTRUCTION SERVICES, LP (Contractor).

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

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

Lois Ground Storage Tank and Pump Station Project
COK Project #20-011

ARTICLE 2 – DESIGN PROFESSIONAL

2.01 The Design Professional for this Project is:

Walker Partners, LLC
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

ARTICLE 3 – OWNER’S REPRESENTATIVE

3.01 The Owner’s Representative for this Project is:

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

ARTICLE 4 – CONTRACT TIMES

4.01 Contract Times

A. The Work is required to be substantially complete within 330 days after the date when the Contract Times commence to run as provided in the General Conditions and complete and ready for final payment in accordance with the General Conditions within 30 days after the date of Substantial Completion.

4.02 Liquidated Damages

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

CONTRACT PRICE

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

Lump Sum Contract Price	\$ 4,645,178.00
--------------------------------	------------------------

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

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

ARTICLE 5 – CONTRACT PRICE

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

ARTICLE 6 – PAYMENT OF INTEREST

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

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 The Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied the following Site related reports and drawings as identified in the Supplementary Conditions:
 - 1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
 - 2. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
 - 3. Underground Facilities referenced in reports and drawings;
 - 4. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 - 5. Technical Data related to each of these reports and drawings.
 - E. Contractor has considered the:
 - 1. Information known to Contractor;
 - 2. Information commonly known to contractors doing business in the locality of the Site;
 - 3. Information and observations obtained from visits to the Site; and
 - 4. The Contract Documents.

- F. Contractor has considered the items identified in Paragraphs 7.01.D and 7.01.E with respect to the effect of such information, observations, and documents on:
1. The cost, progress, and performance of the Work;
 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 3. Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. Contractor has given the Owner's Representative written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the Owner's Representative is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Contractor's entry into this Agreement constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – ACCOUNTING RECORDS

- 8.01 Accounting Record Availability: Contractor is to establish and maintain, in accordance with generally accepted accounting practices, full and detailed accounting records of materials incorporated into the Project, and labor, tools,

materials, and equipment used for the Work, consistent with the requirements of the General Conditions and as necessary for proper financial management under this Agreement. Subject to prior written notice, provide Owner reasonable access during normal business hours to Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. Preserve all such documents for a period of 3 years after the final payment by the Owner.

ARTICLE 9 – OTHER REQUIREMENTS

9.01 Insurance

A. Worker's Compensation Insurance

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

B. Employer's Liability with a minimum bodily injury by accident of \$2,000,000, and minimum bodily injury by disease of \$2,000,000 per occurrence and in aggregate.

C. Commercial General Liability with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate. The policy must provide contractual liability coverage for liability assumed under this contract, products and completed operations coverage, independent contractor's coverage, and a waiver of a Transfer of Right of Recovery Against Others in favor of the Owner.

D. Business Auto Liability with either a combined limit of \$1,000,000 per occurrence for bodily injury and property damage or split limits of \$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 Contractor or its employees.

9.02 Prohibition Against Boycotting Israel. Contractor hereby verifies the following per Section 2271.02, Texas Government Code:

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

- 9.03 Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.
- 9.04 Prohibition on Contracts with Companies Boycotting Energy Companies. Contractor hereby verifies the following per Section 2276.002, Texas Government Code:
1. Contractor does not boycott energy companies; and
 2. Contractor will not boycott energy companies during the term of the Agreement.
- 9.05 Written Verification as to Firearm Entities. Contractor hereby verifies the following per Section 2274.002, Texas Government Code:
1. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 2. Contractor will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
- 9.06 Prohibition on Contracts with Companies Related to Certain Countries. Where this Agreement pertains to “critical infrastructure,” as defined by Section 2275.0101, Texas Government Code, CONSULTANT verifies (1) that it is not owned by or the majority of stock or other ownership interest of the company is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.
- 9.07 Certificate of Interested Parties: Contractor must complete and submit a Certificate of Interested Parties (Form 1295) to the Owner with the signed Agreement as required by Texas Government Code Section 2252.908.

ARTICLE 10 – VENUE

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

ARTICLE 11 – CONTRACT DOCUMENTS

11.00 Contract Documents

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

Addenda (Numbers 00 91 01).

B. Appendices listed in Section 00 01 10 "Table of Contents."

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

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

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

11.01 Bidding Requirements and Informational Documents

The following Bidding Requirements are not Contract Documents:

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

The Effective Date of the Contract is _____.

OWNER
THE CITY OF KERRVILLE

CONTRACTOR
KEYSTONE CONSTRUCTION
SERVICES, LP

BY: _____
NAME: Dalton Rice
TITLE: City Manager

BY: _____
NAME: Gary Hampton
Managing Member of General
Partner: ANDROIT KEYSTONE, LLC

ATTEST:

Shelley McElhannon, City Secretary

APPROVED AS TO INSURANCE
AND FUNDING

Julie Behrens, Director of Finance

APPROVED AS TO CONTENT:

Kyle Burow, Director of Engineering

APPROVED AS TO FORM:


William L. Tatsch, City Attorney

END OF SECTION

BID SUMMARY



Innovative approaches
Practical results
Outstanding service

1251 Sadler Drive Building 1, Suite 1150 * San Marcos, Texas 78666 * 512-213-3200

CLIENT: City of Kerrville

PROJECT NO: KER25206

PROJECT: Lois Street Ground Storage Tank and Pump Station

BID DATE: July 1, 2026

No.	Bidder	Total Bid Amount	Alternate Bid Item (B.1)	Alternate Bid Item (B.2)
1	Associated Construction Partners, Ltd.	\$5,424,403.00	\$500,000.00	\$195,000.00
2	Avila Construction Group, LLC	\$5,146,191.00	\$462,500.00	\$239,500.00
3	CC Carlton Industries, Ltd.	\$5,431,100.00	\$485,000.00	\$275,000.00
4	IECONI, Inc.	\$5,123,657.99	\$878,616.42	\$279,746.76
5	Keystone Construction Services, LP	\$4,213,178.00	\$432,000.00	\$210,000.00
6	M5 Utilities, LLC	\$4,528,372.97	\$582,764.16	\$223,880.00
7	Payton Construction, Inc.	\$5,453,332.00	\$620,000.00	\$305,000.00
8	Pesado Construction Company, Inc.	\$4,613,201.00	\$480,235.00	\$259,471.00
9	Taknek, LLC	\$5,967,098.00	\$544,000.00	\$193,000.00
10	Texas Water and Soil Company, Inc.	\$5,329,219.00	\$501,703.00	\$269,977.00

July 14, 2026

City of Kerrville
701 Main Street
Kerrville, Texas 78028

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

Re: Lois Street Ground Storage Tank and Pump Station
City of Kerrville Bid No. 20-011
FNI Project No. KER25206
Recommendation of Award of Contract

Mr. Burow:

A total of ten (10) bids were received on July 1, 2026 for the City of Kerrville– Lois Street Ground Storage Tank and Pump Station. A tabulation of the bids has been attached to this letter. The low bid for the project was provided by Keystone Construction Services, LP.

Based on their Statement of Qualifications and the references checked, Keystone Construction Services, LP appears to be qualified and capable of performing the work for this project. Based on this information, Freese and Nichols, Inc. recommends that the City of Kerrville award the construction contract for this project to Keystone Construction Services, LP for a total base bid amount of \$4,213,178.00, plus Alternate Bid Item B.1. to provide a 1-MG Ground Storage Tank for an additional \$432,000.00 for a total award amount of \$4,645,178.00.

If you have any questions or concerns, please let us know.

Sincerely,



Charles Kucherka, P.E.
Project Manager

Attachments
Bid Summary
Bid Tabulation



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

CAPTION: Construction contract with JK Bernhard Construction for the Granger MacDonald Park project in the amount of \$1,838,819.29. **(BUDGETED)** (K Burow, Director Engineering)

AGENDA DATE: July 28, 2026

DATE SUBMITTED: 07/16/2026

SUBMITTED BY:

Kyle Burow, Director of Engineering

EXHIBITS:

1. 20260728_Bids_Granger Park - Bid Summary

Expenditure: \$1,838,819.29

Amount Budgeted:

Account Number:

Account Balance:

Payment to/Vendor name: JK Bernhard Construction

Kerrville 2050 Item?

Yes

Key Priority Area:

P – Parks/Open Space/River Corridor

SUMMARY:

On November 13, 2023, the Economic Improvement Corporation (EiC) held a public hearing and passed a resolution authorizing the issuance of \$20M of sales tax revenue bonds for several quality-of-life projects, including \$2,200,000 for the development of Granger MacDonald Park. The Kerrville City Council subsequently passed a resolution and approved the bond issuance on November 14, 2023. City Council approved the EIC project funding agreement on July 23, 2024. The City hired Hewitt Engineering to complete the design and provide construction documents for the project. The design team completed the construction documents and the project was placed for advertisement. The bid opening was held with seven bids received and JK Bernhard Construction as the apparent low bid. Staff and Hewitt Engineering recommend awarding the base bid on the project to JK Bernhard Construction for a total contract amount of \$1,838,819.29.

RECOMMENDED ACTION:

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

APPARENT LOW BIDDERS

Granger MacDonald Park Project

ID: COK Project #: 24-012

Bid Summary	
Engineers Estimate	\$2M
Total Bids	7
AMLT \$	\$77,077.96
AMLT %	4.19%
Average Bid	\$2,175,070.02

	Bidder	BASE BID	ALTERNATE BID ITEMS - GRANGER MACDONALD PARK PROJECT
1	JK Bernhard Construction <i>Submitted: 6/24/2026 2:54:14 PM</i>	\$1,838,819.29	\$1,246,292.63
2	Acme Bridge Co., Inc. <i>Submitted: 6/24/2026 2:16:08 PM</i>	\$1,915,897.25	\$799,532.00
3	Waterman Construction <i>Submitted: 6/24/2026 2:34:32 PM</i>	\$2,093,361.90	\$873,297.60
4	J3 <i>Submitted: 6/24/2026 1:47:15 PM</i>	\$2,187,100.00	\$1,254,500.00
5	Mike Larsen Company <i>Submitted: 6/24/2026 2:22:59 PM</i>	\$2,230,948.00	\$1,035,875.00
6	Agave Design Studio <i>Submitted: 6/24/2026 2:42:10 PM</i>	\$2,388,793.71	\$888,642.00
7	Jerdon Enterprise, LP <i>Submitted: 6/24/2026 1:37:09 PM</i>	\$2,570,570.00	\$647,066.00

Bids opened at: 6/24/2026 3:00:42 PM