ECONOMIC IMPROVEMENT CORPORATION AGENDA MONDAY, JULY 15, 2024, 4:00 PM
Kerrville City Hall Council Chambers 701
Main Street, Kerrville, Texas

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1. CALL TO ORDER:

2. INVOCATION:

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

4. APPROVAL OF MINUTES:

4.A Minutes from the regular Economic Improvement Corporation (EIC) meeting held on June 17, 2024. *(K Franchina, Deputy City Secretary)*
Attachment: *EIC Minutes 6-17-2024.pdf*

5. MONTHLY REPORTS:

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

5.B Kerrville Economic Improvement Corporation (EIC) project status update and the Capital Improvement Project (CIP) status report: including Peterson Medical Center Campus infrastructure Improvements, Downtown Area Streetscape, Downtown River Trail extension, Scott Schreiner Golf Course improvements, Olympic Pool renovations, Cailloux Theater improvements, and Travis Street Pump Station upsizing. *(M Hornes, Asst City Manager/K Burow, Director of Engineering)*
Attachment: *20240715_CIP update_.pdf*

5.C Monthly Financial Report. *(T Rodriguez, Asst Director of Finance)*
Attachment: *June 2024 financial presentation.pdf*

6. PUBLIC HEARING AND POSSIBLE ACTION:

6.A Public Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation, and the City of Kerrville, Texas, for improvements to various parks, in an amount not to exceed $800,000. *(A Boyle, Director of Parks and Recreation)*
Attachments: *Playground Replacements Scope of Work.pdf*
Scope of Work for Park Improvements.pdf
EIC Project Funding Agreement_park improvements-bonds_070824.pdf

6.B Public Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation, and the City of Kerrville, Texas, for Granger MacDonald Park improvements in an amount not to exceed $2,200,000. *(A Boyle, Director of Parks & Recreation)*
Attachments: *20240617_MacDonaldPark-HewittProposal_052024.pdf*
20240715 EIC Preliminary Scope of Work -Granger MacDonald Park.pdf
EIC Project Funding Agreement_MacDonald Park-bonds_070824.pdf

7. CONSIDERATION AND POSSIBLE ACTION:

7.A Funding agreement between the City of Kerrville and the City of Kerrville, Texas Economic Improvement Corporation for Heart of the Hills Heritage Center, in an amount not to exceed $2,000,000. *(M Hornes, Asst City Manager)*
Attachments: *20240617_EIC_Funding_Application_Marksman_HHHC.pdf EIC Project Funding Agreement_071124.pdf*

7.B Presentation of the FY2025 Proposed Budget for the Kerr Economic Development Corporation (KEDC). *(J Behrens, Director of Finance/G Salinas, KEDC)*
Attachments: *KEDC FY2025 Proposed Budget.pdf*
KEDC Performance Metrics.pdf
Annual Report.pdf
Funding Request.pdf

7.C Fiscal Year 2025 Proposed Budget for the Economic Improvement Corporation (EIC) *(T Rodriguez, Asst Director of Finance/J Behrens, Director of Finance)*
Attachment: *FY25 EIC Proposed Budget.pdf*

8. EXECUTIVE SESSION: *The Economic Improvement Corporation may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Section 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel matters), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code, including the following matters:*

8.A Economic Development projects: (551.071, 551.087) *(M Hayes, City Attorney/M Hornes, Asst City Manager)*

- Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Parks improvements for an amount not to exceed $800,000.
- Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Granger McDonald Park in an amount not to exceed $2,200,000.

9. POSSIBLE ACTION FOR ITEMS DISCUSSED IN EXECUTIVE SESSION.

10. ITEMS FOR FUTURE AGENDAS:

ADJOURN.

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

SUBJECT: Minutes from the regular Economic Improvement Corporation (EIC) meeting held on June 17, 2024. *(K Franchina, Deputy City Secretary)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** July 1, 2024

SUBMITTED BY: Kesha Franchina, Deputy City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Approve minutes from the regular EIC meeting held on June 17, 2024.

RECOMMENDED ACTION:

Approve minutes as presented.

ATTACHMENTS:

EIC Minutes 6-17-2024.pdf

CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION REGULAR MEETING – June 17, 2024

On Monday, June 17, 2024, at 4:00 p.m., the regular meeting of the City of Kerrville, Texas Economic Improvement Corporation (EIC) was called to order by President Kim Clarkson, in the Council Chambers at City Hall, 701 Main Street, Kerrville, Texas.

MEMBERS PRESENT:
Kim Clarkson – President
Gregg Appel – Vice-President
Beck Gipson
Celeste Hamman
Jeff Harris, Councilmember Place 2
Gilberto Paiz

MEMBERS ABSENT:.
Kyle Bond - "GO Team"

CHIEF EXECUTIVE STAFF:
Dalton Rice, City Manager
Mike Hayes, City Attorney
Michael Hornes, Assistant City Manager
Kim Meismer, Assistant City Manager
Kesha Franchina, Deputy City Secretary
Ashlea Boyle, Director of Parks and Recreation
Trina Rodriguez, Assistant Director of Finance

VISITORS PRESENT: None.

1 CALL TO ORDER: President Kim Clarkson called the meeting to order at 4:00 p.m.

2 INVOCATION: President Clarkson led the invocation.

President Clarkson introduced Councilmember Jeff Harris and Gilberto "Gil" Paiz to the Economic Improvement Corporation. (Councilmember Harris replacing Mayor Herring Jr. and Gil Paiz replacing John Anderson).

President Clarkson noted clarification on calling of public hearings on items for the Economic Improvement Corporation. Michael Hornes explained the process of calling public hearings.

3 VISITORS / CITIZENS FORUM: No citizen speakers.

4 APPROVAL OF MINUTES:

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

Celeste Hamman motioned to approve the minutes as presented, and Beck Gipson seconded. The motion passed 6-0.

5 MONTHLY REPORTS:

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

Gil Salinas and Katie Milton Jordan presented the KEDC update, and responded to questions. Councilmember Harris requested a copy of the Childcare document.

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

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

Michael Hornes presented the EIC project status update. He, and Mike Hayes, responded to questions. Discussion ensued regarding the possibility of hiring a Right-of-Way Agent to assist with the Downtown River Trail Extension, consideration of TXDOT Grant Program, and unspent allocated EIC funds moving back to EIC funds from General Funds. Vice-President Appel requested information on the items above be presented during a future meeting.

5.C Monthly Financial Report.

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

6 NOMINATE AND ELECT OFFICERS:

6.A Nominate and elect President, Vice-President, Secretary, and Treasurer.

Celeste Hamman motioned to nominate and elect Kim Clarkson as President, and Vice-President Appel seconded. The motion passed 6-0.

Beck Gipson motioned to nominate and elect Celeste Hamman as Vice-President, and President Clarkson seconded. The motion passed 6-0.

President Clarkson motioned to nominate and elect the City Secretary's Office as Secretary and the Finance Department as Treasurer, and Vice-President Hamman seconded. The motion passed 6-0.

6.B Nominate and approve the Economic Improvement Corporation (EIC) representative to the Kerrville Economic Development Corporation (KEDC).

President Clarkson motioned to nominate and approve Gregg Appel as the KEDC Representative, and Vice-President Hamman seconded. The motion passed 6-0.

6.C Nominate and approve the Economic Improvement Corporation (EIC) representative to the "GO Team".

President Clarkson motioned to nominate and approve Kyle Bond as the “Go Team” Representative, and Greg Appel seconded. The motioned passed 6-0.

7 CONSIDERATION AND POSSIBLE ACTION:

7.A Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Parks improvements for an amount not to exceed $800,000.

Ashlea Boyle presented the funding application. She, Michael Hornes, and Mike Hayes responded to questions.

Vice-President Hamman motioned to call a public hearing to consider the funding application for Parks Improvements in an amount not to exceed $800,000, and Gregg Appel seconded. The motion passed 6-0.

7.B Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Granger MacDonald Park in an amount not to exceed $2,200,000.

Michael Hornes presented the funding application, and responded to questions.

Vice-President Hamman motioned to call a public hearing to consider the finding application for Granger MacDonald Park in an Amount not to exceed $2,200,000, Gregg Appel seconded. The motion passed 6-0.

8 PUBLIC HEARING AND POSSIBLE ACTION:

8.A Funding application to the City of Kerrville, Texas Economic Improvement Corporation for Heart of the Hills Heritage Center, in an amount not to exceed $2,000,000.

Michael Hornes presented the funding application, and responded to questions.

Citizen Speakers were as follows:

- Judy Eychner
- John Anderson
- Allison Bueche
- Charlie McIlvain

President Clarkson opened the Public Hearing at 5:26 pm.

Speakers were as follows:

- Mayor Joe Herring Jr.

President Clarkson closed the Public hearing at 5:27 pm

Gregg Appel motioned to approve the funding application for the Heart of the Hills Heritage Center, in an amount not to exceed $140,000, and Vice-President Hamman seconded. The motion passed 6-0.

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

Michael Hornes presented the funding request. He, and Mike Van Hooven, with James Avery Craftsman, responded to questions.

President Clarkson opened the Public Hearing at 5:31 pm. There were no citizen speakers. President Clarkson closed the Public Hearing at 5:31 pm.

Beck Gipson motioned to approve the funding application in an amount not to exceed $140,000, and Gregg Appel seconded. The motion passed 6-0.

President Clarkson did not break into closed executive session.

9 <u>EXECUTIVE SESSION:</u>

9.A Economic Development projects: (551.071, 551.087)

- Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Parks improvements for an amount not to exceed $800,000.
- Economic Development Grant Funding Application from the City of Kerrville, Texas, to the Economic Improvement Corporation for Granger McDonald Park in an amount not to exceed $2,200,000. (Hornes)
- Funding application to the City of Kerrville, Texas Economic Improvement Corporation for Heart of the Hills Heritage Center, in an amount not to exceed $2,000,000.
- Funding application to the City of Kerrville, Texas Economic Improvement Corporation from James Avery Craftsman, Inc. for grant funding for the installation of a traffic signal on Highway 27, in an amount not to exceed $140,000.

10 <u>POSSIBLE ACTION FOR ITEMS DISCUSSED IN EXECUTIVE SESSION:</u> None

11 <u>ITEMS FOR FUTURE AGENDAS:</u>

- GO Team recommendations

12 <u>ADJOURN.</u> President Clarkson adjourned the meeting at 5:34 pm.

EIC Minutes 6/17/2024:

MINUTES APPROVED _____.

_____.
Kim Clarkson, EIC President

_____.
Attest: Kesha Franchina, Deputy City Secretary

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

SUBJECT: Kerr Economic Development Corporation (KEDC) update. *(G Salinas, K Milton-Jordan, KEDC)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** July 11, 2024

SUBMITTED BY: Kesha Franchina, Deputy City Secretary

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Information only; no action required.

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

SUBJECT: Kerrville Economic Improvement Corporation (EIC) project status update and the Capital Improvement Project (CIP) status report: including Peterson Medical Center Campus infrastructure Improvements, Downtown Area Streetscape, Downtown River Trail extension, Scott Schreiner Golf Course improvements, Olympic Pool renovations, Cailloux Theater improvements, and Travis Street Pump Station upsizing. *(M Hornes, Asst City Manager/K Burow, Director of Engineering)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** July 8, 2024

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	N/A
Guiding Principle	N/A
Action Item	N/A

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Information only; no action.

ATTACHMENTS:

20240715_CIP update_.pdf

Monthly CIP Project Status Report

			Design			Construction			
		Description	Firm	Contract Amount	Estimated Completion	Contractor	Contract Amount	Estimated Completion	Comments
1	A.C. Schreiner House/Heart of the Hills Heritage Center	Repurposing of house and grounds located at 529 Water Street on BHML Campus	Fischer Heck Architects	N/A	N/A	Marksmen	$401,000.00	Dec-2025	First amendment approved by City Council January, 2024 for completion of design. Design completion anticipated in September.
2	Public Safety Facility	Multi-department Public Safety Facility proposed on Clearwater Paseo	Beaty-Palmer Architects	N/A	N/A	Byrne Construction	$39,565,359.00	May-2025	Design complete. City Council approved 3rd amendment to contract for entire facility and site work. Construction commenced January, 2024 with substantial completion anticipated May 2025.
3	2024 Street Maintenance	Execution of annual street maintenance program	6S Engineering	$98,750.00	Jun-2024	TBD	TBD	TBD	Design in progress with construction completion anticipated September, 2024.
4	Al Mooney Road reconstruction	Reconstruction of Al Mooney Road	6S Engineering	$216,462.00	Fall 2024	TBD	TBD	TBD	Interlocal agreement with Kerr County executed November, 2023. Design in progress.
5	Facility Condition Assessment	Request for proposal to perform facilities conditions assessment of various City-owned facilities and prepare a ten (10) year maintenance plan.	Matrix	$115,000.00	Aug-2024	N/A	N/A	N/A	Kickoff held November, 2023. Site assessments completed December, 2023 with draft report in review. Unconstrained assessment received May, 2024. Final report due August, 2024.
6	KUTS - Clay Street South	Kerrville Urban Trail System (KUTS) pilot trail project to improve walkability and sense of place along Clay Street from Schreiner Street to Water Street	OLA	Partnership	Concept Complete	N/A	N/A	N/A	The City has partnered with KUTS to coordinate the place making efforts along the Clay St. South corridor. Preliminary concepts have been developed. Presentation to Council made in workshop on July 23, 2019. Decorative lighting installed on Clay Street near Jefferson Street.
7	Knapp Force Main & Gravity Main	Installation of force main and gravity main between Knapp and Jefferson lift stations	Freese & Nichols	$518,317.00	Complete	M&C Fonseca Construction	$4,895,585.00	Oct-2024	Construction in progress with completion anticipated in October 2024.
8	Lois Tank Site Improvements	Replace aging water tank built in 1962 and pump system	Walker Partners LLC	$231,186.00	Jul-2024	TBD	TBD	TBD	Design contract awarded June 2022 with design in progress. Remaining THM project funds approved by TWDB to be used for construction. Construction commencement anticipated Fall 2024, pending approvals from TWDB.
9	WWTP FEB Lift Station	Replace CoK's Waste Water Treatment Plant (WWTP) Flow equalization Basin (FEB) lift station	Hewitt Engineering	$78,500.00	Complete	Mike Larsen Company	$643,160.00	Substantially Complete	Construction is substantially complete with contractor addressing punch list items.
10	Lift Station Rehabs	Rehabilitation of the Broadway and Airport lift stations as well as pump, electrical and SCADA component replacement at the Airport lift station.	Utility Engineering Group	$64,620.00	Summer 2024	TBD	TBD	TBD	Design agreement with Utility Engineering Group executed October, 2023. Design in progress with exploration of site analysis and alternative designs.
11	WWTP Clarifier #3 Rehabilitation	Rehabilitation of Water Reclamation Plant clarifier #3, including replacement of existing clarifier mechanism, structural modifications and electrical improvements to accommodate proposed equipment.	Freese & Nichols	$165,000.00	Complete	RGV	991800	Summer 2025	Design complete. City Council awarded construction contract in May with construction completion anticipated for Summer 2025.
12	First Street manhole replacement	Replace approximately 14 existing fiberglass manholes on 1st Street between Gilmer street and the existing Quinlan lift station.	Freeland/Turk	$45,000.00	Complete	TBD	TBD	TBD	Design 90% complete. Construction award anticipated in July for completion in early 2025.
13	Scott Schreiner Golf Course improvements	Improvements to the existing golf course	Hewitt Engineering/Troon Golf LLC	$52,500.00	Sep-2024	TBD	TBD	TBD	EIC and City Council approvals for funding complete. Design in progress. Course renovations to begin in January of 2025.
14	Olympic Pool renovations	Renovations to the Olympic pool	Marmon-Mok	$683,036.00	Feb-2025	TBD	TBD	TBD	EIC and City Council approvals for funding complete. Design contract with Marmon Mok executed. Design anticipated to complete February 2025 with construction completion anticipated Spring 2026.
15	Downtown River Trail extension	River Trail extension from Tranquility Island to Downtown Pavilion	Hewitt Engineering	$154,500.00	Complete	TBD	TBD	TBD	Design complete; easement acquisition nearly complete pending owners review and approval.
16	TxDOT Transportation Alternatives 2021 Call for Projects	Federal funding assistance for pedestrian enhancements for sidewalks improvements	KSA Engineers	$259,599.00	Aug-2024	TBD	TBD	TBD	TX DOT Commission awarded project for sidewalk improvements along Hill Country Drive, Cully Drive, and Wesley Drive. Design in progress with construction commencement anticipated Fall 2024.
17	TxDOT Traffic Signal Improvements and Synchronization	Traffic signal synchronization to occur on SH 16 and SH 27 and replacement of some signaled intersections	N/A	N/A	N/A	N/A	N/A	N/A	TX DOT continuing traffic signal improvements to update systems for synchronization. City staff requested their future planned schedule of improvements. Software and hardware improvements continuing. SH27 @ VA signal improvements complete.
18	Cailloux Theater Improvements	Repair of HVAC and roof systems	Peter Lewis & Associates	$128,060.00	Jul-2024	TBD	TBD	TBD	EIC and City Council approvals for funding complete. Design continuing with construction to begin in March of 2025. Theater to close during construction.
19	Downtown Community Development Block Grant Program	Funding assistance to improve pedestrian safety and signalization in the Main Street District	Kimley-Horn	$78,810.00	Complete	Elecnor	$308,313.40	Jul-2024	Grant funding approved for downtown infrastructure improvements at the intersection of Earl Garrett & Water Street. TIRZ board approval of grant match at their September 2022 meeting. Construction completion anticipated in Summer, 2024.

As of 6/27/2024

Monthly CIP Project Status Report

			Design			Construction			
		Description	Firm	Contract Amount	Estimated Completion	Contractor	Contract Amount	Estimated Completion	Comments
20	Galbraith and Quinlan Street water line replacement	Replacement of 12" cast iron water line on Galbraith Street from Florence to Culberson Streets; 10" cast iron water line on Quinlan Street from Stadium Tanks to Main.	Schaumburg & Polk	$328,655.00	Fall 2024	TBD	TBD	TBD	Utilization of revenue bonds to replace of the portion of 12" cast iron water line on Galbraith Street from Florence to Culberson Streets and portions of the 10" cast iron water line on Quinlan Street from Stadium Tanks to Main.
21	Hazard Mitigation Grant Program	Federal funding assistance for backup electrical generator installation at critical infrastructure sites	TBD	TBD	TBD	TBD	TBD	TBD	Preliminary award off 2021 application received for backup generators and electrical work to maintain continuous power supply to critical infrastructure during power outages. Official approval of funding for 26 sites anticipated in 2024. Application submitted Summer 2022 for two additional site generators.

Monthly EIC Project Status Report

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

As of 6/27/2024

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

SUBJECT: Monthly Financial Report. *(T Rodriguez, Asst Director of Finance)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** July 8, 2024

SUBMITTED BY: Trina Rodriguez, Accounting Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Information only; no action.

ATTACHMENTS:

June 2024 financial presentation.pdf

Financial update for the month ended June 30, 2024

Economic Improvement Corporation Meeting

July 15, 2024

Economic Improvement Corporation
Statement of Activities
Month Ended June 30, 2024

	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Revenues					
Sales and Use Tax	$ 5,262,270	$ 423,216	$ 3,739,457	$ 3,829,221	$ (89,764)
Interest Income	161,000	125,547	925,178	119,910	805,268
Bond Proceeds*	20,000,000	-	20,000,000	20,000,000	-
Investment Maturity	2,500,000	-	2,471,480	2,471,480	-
Total Revenues	27,923,270	548,763	27,136,115	26,420,611	715,504

Expenditures	Annual Budget	Current Period	YTD Actual	YTD Budget Estimate	Better/Worse YTD Estimate
Administrative					
Supplies and Miscellaneous	650	25	50	50	-
Training	10,000	-	-	-	-
Legal Services	10,000	100	2,050	2,050	-
Professional Services	205,000	20,583	157,250	153,750	3,500
Kerr Economic Development Corp.	343,750	-	257,813	257,813	-
Total Administrative	569,400	20,708	417,162	413,662	3,500
Debt Service					
Debt Service - Series 2015 (KSC)	605,700	50,475	454,275	454,275	-
Debt Service - Series 2019 Ref (River Trail)	251,506	20,959	188,630	188,630	-
Debt Service - Series 2020 Ref (River Trail)	233,500	19,458	175,125	175,125	-
Debt Service - Series 2023 (Quality of Life)*	1,654,297	183,811	1,286,673	1,286,673	-
Total Debt Service	2,745,003	274,703	2,104,703	2,104,703	-
Investment Purchase	2,500,000	-	1,950,695	1,950,695	-
Projects					
Airport Projects	9,535	-	-	-	-
Sid Peterson Memorial Hospital	800,000	-	800,000	800,000	-
Downtown Utilities/Streetscape	400,000	-	286,108	286,108	-
Downtown River Trail	500,000	-	375,000	375,000	-
Travis Street Pump Station Upgrades	750,000	-	-	-	-
Scott Schreiner Golf Course Improvements*	4,000,000	67,556	171,739	171,739	-
Olympic Pool Improvements*	7,000,000	-	-	-	-
Cailloux Theater Roof & HVAC*	4,000,000	-	-	-	-
Schreiner University Athletics & Talent Dvlpmt*	1,500,000	-	-	-	-
Habitat for Humanity Mariposa Subdivision*	1,800,000	-	-	-	-
Total Projects	20,759,535	67,556	1,632,847	1,632,847	-
Total Expenditures	26,573,938	362,967	6,105,408	6,101,908	3,500
Change in Net Position	$ 1,349,332	$ 185,796	$ 21,030,707		

Economic Improvement Corporation
Cash Flow Forecast
As of June 30, 2024

	FY2024 Actual	FY2024 Projections	FY2025 Projections			
	Oct 2023 to Jun 2024	Jul 2024 to Sep 2024	Oct 2024 to Dec 2024	Jan 2025 to Mar 2025	Apr 2025 to Jun 2025	Jul 2025 to Sep 2025
Beginning Cash Balance	$ 5,350,722	$ 26,390,431	$ 26,098,967	$ 25,383,520	$ 21,070,802	$ 17,053,965
Revenue						
Sales Tax	3,739,457	1,433,049	1,228,059	1,340,141	1,261,021	1,433,049
Interest Income	925,178	375,000	225,364	225,364	225,364	225,364
Bond Proceeds	20,000,000	-	-	-	-	-
Investment Maturity	2,471,480	-	2,000,000	1,000,000	-	-
Total Revenue	27,136,115	1,808,049	3,453,422	2,565,505	1,486,385	1,658,413
Expenditures						
Administrative						
Supplies and Miscellaneous	50	163	163	163	163	163
Legal Services	2,050	2,500	2,500	2,500	2,500	2,500
Training	-	2,500	2,500	2,500	2,500	2,500
Professional Services	157,250	51,250	52,500	52,500	52,500	52,500
Kerr Economic Development Corp.	257,813	85,938	85,938	85,938	85,938	85,938
Total Administrative	417,162	142,350	143,600	143,600	143,600	143,600
Debt Service	2,104,703	640,298	639,863	639,863	639,863	639,863
Investment Purchase	1,950,695	1,000,000	2,000,000	1,000,000	-	-
Projects						
Airport Box Hangar	-	9,535	-	-	-	-
Sid Peterson Memorial Hospital	800,000	-	-	-	-	-
Downtown Utilities/Streetscape	286,108	113,892	-	-	-	-
Downtown River Trail	375,000	(566,563)	-	-	-	-
Travis Street Pump Station Upgrades	-	100,000	-	-	-	125,000
Scott Schreiner Golf Course Improvements	171,739	225,000	450,408	1,576,426	1,576,426	-
Olympic Pool Improvements	-	150,000	375,000	1,625,000	1,250,000	1,250,000
Cailloux Theater Roof & HVAC	-	-	-	1,333,333	1,333,333	1,333,333
Schreiner University Athletics & Talent	-	-	375,000	375,000	375,000	375,000
Habitat for Humanity Mariposa Subdivision	-	300,000	200,000	200,000	200,000	200,000
Total Projects	1,632,847	331,864	1,400,408	5,109,760	4,734,760	3,283,333
Total Expenditures	6,105,408	2,114,512	4,183,870	6,893,222	5,518,222	4,066,796
Interest Receivable	(9,002)	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
Ending Cash Balance	$ 26,390,431	$ 26,098,967	$ 25,383,520	$ 21,070,802	$ 17,053,965	$ 14,660,581

Financial Analysis

Sales Tax Revenue Analysis - FY2024					
Month	Actual FY2023	Budget FY2024	Actual FY2024	FY2023 vs. FY2024	Budget vs. Actual
October	$ 442,046	$ 408,272	$ 465,726	5.36%	14.07%
November	411,128	$ 442,400	375,745	-8.61%	-15.07%
December	376,754	$ 377,387	389,096	3.28%	3.10%
January	436,330	$ 435,459	398,538	-8.66%	-8.48%
February	491,396	$ 512,640	485,443	-1.21%	-5.31%
March	384,056	$ 392,042	370,297	-3.58%	-5.55%
April	364,763	$ 343,416	395,960	8.55%	15.30%
May	459,697	$ 493,415	435,436	-5.28%	-11.75%
June	380,598	$ 424,190	423,216	11.20%	-0.23%
July	446,694	$ 447,089	407,536	-8.77%	-8.85%

Cash Analysis as of June 30, 2024		
Type	Placement	Amount
Pool	EIC TexPool - Cash	$ 5,968,424
Pool	EIC TexPool - 2023 Revenue Bonds	$ 20,422,007
ST Investment	US Treasury Note - 91282CFP1	$ 990,586
ST Investment	MUFG Bank CP - 62479LN68	$ 971,882
	Total Cash and Investments	**$ 28,352,898**

Project Analysis as of June 30, 2024			
Project Description	EIC Commitment	Disbursed Funding	Remaining Funding
Committed Projects:			
Airport Box Hangar	132,767	123,232	9,535
Sid Peterson Memorial Hospital	1,600,000	1,600,000	-
Downtown Utilities/Streetscape	400,000	286,108	113,892
Downtown River Trail	1,020,280	750,000	270,280
Travis Street Pump Station Upgrades	750,000	-	750,000
Scott Schreiner Golf Course Improvements	4,000,000	171,739	3,828,261
Olympic Pool Improvements	7,000,000	-	7,000,000
Cailloux Theater Roof & HVAC	4,000,000	-	4,000,000
Schreiner University Athletics & Talent Dvlpmt	3,000,000	-	3,000,000
Habitat for Humanity Mariposa Subdivision	2,260,000	-	2,260,000
Committed Project Total	**$ 24,163,047**	**$ 2,931,080**	**$ 21,231,967**

Questions?

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

SUBJECT: Public Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation, and the City of Kerrville, Texas, for improvements to various parks, in an amount not to exceed $800,000. *(A Boyle, Director of Parks and Recreation)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** July 8, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
$800,000.	N/A	$800,000.	N/A

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

On November 13, 2023, the Economic Improvement Corporation (EIC) held a public hearing and passed a resolution authorizing the issuance of $20M of sales tax revenue bonds for several quality-of-life projects, including $800,000 for general park improvements. The Kerrville City Council subsequently passed a resolution and approved the bond issuance on November 14, 2023. This bond issuance is a culmination of several months of planning with the EIC and City Council. The Parks and Recreation Advisory Board also participated in the planning process and approved a list of priority projects. As a reminder, payments on this bond package are supported by sales tax and not property taxes.

The projects included under this funding agreement include playground improvements and improvements to Singing Wind Park. The original scope included the addition of a UV disinfection system for Louise Hays Park and Carver Park interactive water features; however, final costs came in, and it is over budget. Should fundraising efforts such as grants be successful, the UV projects will be added back in.

Projects

- **Playground Improvements:**
  - This scope includes replacing the playground at Kerrville-Schreiner Park and Guadalupe Park, including the installation of shade structures with each. Artificial

turf will be installed for the fall zone. These playgrounds are approximately 30 years old and in need of replacement. The playground for Guadalupe Park will be wheelchair accessible.

- **Singing Wind Park:**
  - The remaining funds to be used for improvements to Singing Wind Park such as the addition of a disc golf course, contingent on budget. As a reminder, Singing Wind Park was the number one priority park identified for improvements in the Parks and Recreation Master Plan Update in 2022. Thus, Singing Wind Park Improvements, separate from the Olympic Pool Improvements, were recommended by the Parks and Recreation Advisory Board and staff for the bond package. It was not a selected project. Staff recommends utilizing the remaining bond funds for this allocation for Singing Wind Park. The majority of the improvements identified in the master plan require more significant funding. A smaller project such as disc golf, with the preliminary estimates, could be manageable and an accomplishment of a master plan action item.

On April 23, 2024, staff received authorization from the City Council to submit a funding application to the EIC for this purpose. On June 17, 2024, the EIC approved the funding request and directed staff to prepare a funding agreement to be presented at the next meeting in addition to holding a public hearing. Final approval of the funding agreement will be by the City Council after EIC approves.

Staff recommends holding a public hearing and approval of the funding agreement as presented.

RECOMMENDED ACTION:

Hold a public hearing and approve the funding agreement in an amount not to exceed $800,000.

ATTACHMENTS:

Playground Replacements Scope of Work.pdf
Scope of Work for Park Improvements.pdf
EIC Project Funding Agreement_park improvements-bonds_070824.pdf

HARPER SMITH & ASSOCIATES

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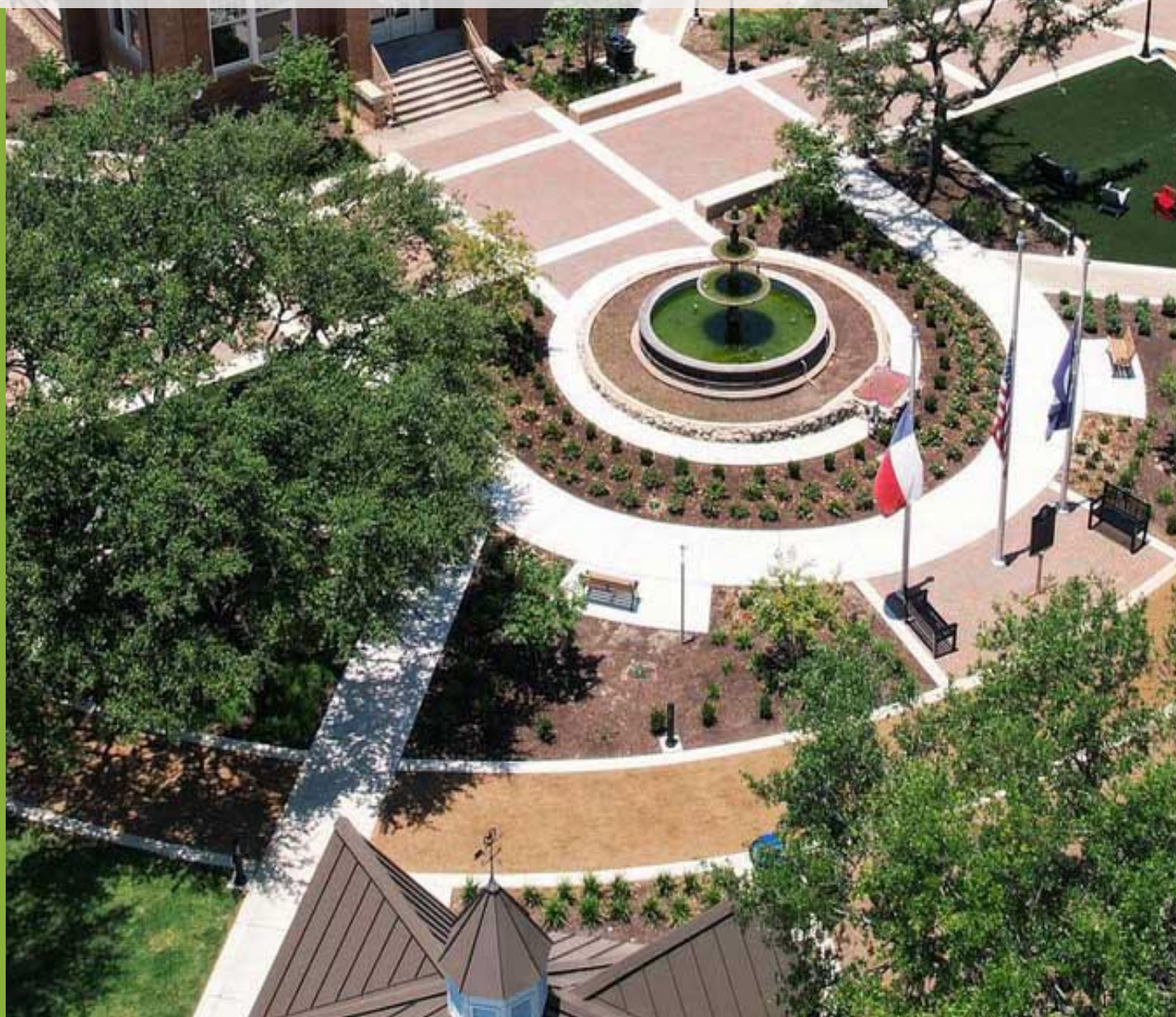
A DIVISION OF T.F. HARPER & ASSOCIATES LP

CITY KERRVILLE
SCHREINER PARK RENOVATION

Shane Heffernan
2385 Bandera Hwy Kerrville, TX 78028
06/25/2024



www.tfharper.com | 1685 S FM 1626 Buda, TX 78610 | (512)440-0707 | 4402 Rowlett Rd Rowlett, TX 75088 | (469)543-9297

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4402 Rowlett Rd Rowlett, TX 75088
ATX (512) 440-0707 | DFW (469) 543-9297

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

Founded in 1972

Main Office Location:	1685 S FM 1626 Buda, TX 78610
	(512) 440-0707
Other Office Location(s):	4402 Rowlett Rd Rowlett, TX 75088
	(469) 543-9297

Ariel Smith
President / Owner
asmith@tfharper.com

Kerry Urbanowicz
VP – Construction
kurbanowicz@tfharper.com

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

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

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

Thank you for the opportunity to work together!

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T.F. HARPER & ASSOCIATES LP

QUOTE

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

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

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

TIPS 21070202

Schreiner Park Renovation

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

QUOTE IS VALID FOR 20 CALENDAR DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION **July 15, 2024**
PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT / SKYTRAK.

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

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

Payment Terms: 50% Deposit due with signed quote / PO($172,240.42); balance due upon completion of work and receipt of invoice.
Estimated Delivery & Installation: 14-16 weeks after receipt of signed quote, deposit and color selections.
Lead Time may vary dependent on manufacturers schedule for distribution

Accepted by: _____

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

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

Commercial Play and Recreational Equipment
www.tfharper.com - - - - ATX (512) 440.0707 - - DFW (469) 543-9297

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ROCK CLAUSE

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

UNDERGROUND UTILITY CLAUSE

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

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

Accepted By: _____

Date: _____

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& ASSOCIATES LP

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4402 Rowlett Rd. Rowlett, TX 75088

UNDERGROUND UTILITIES WAIVER

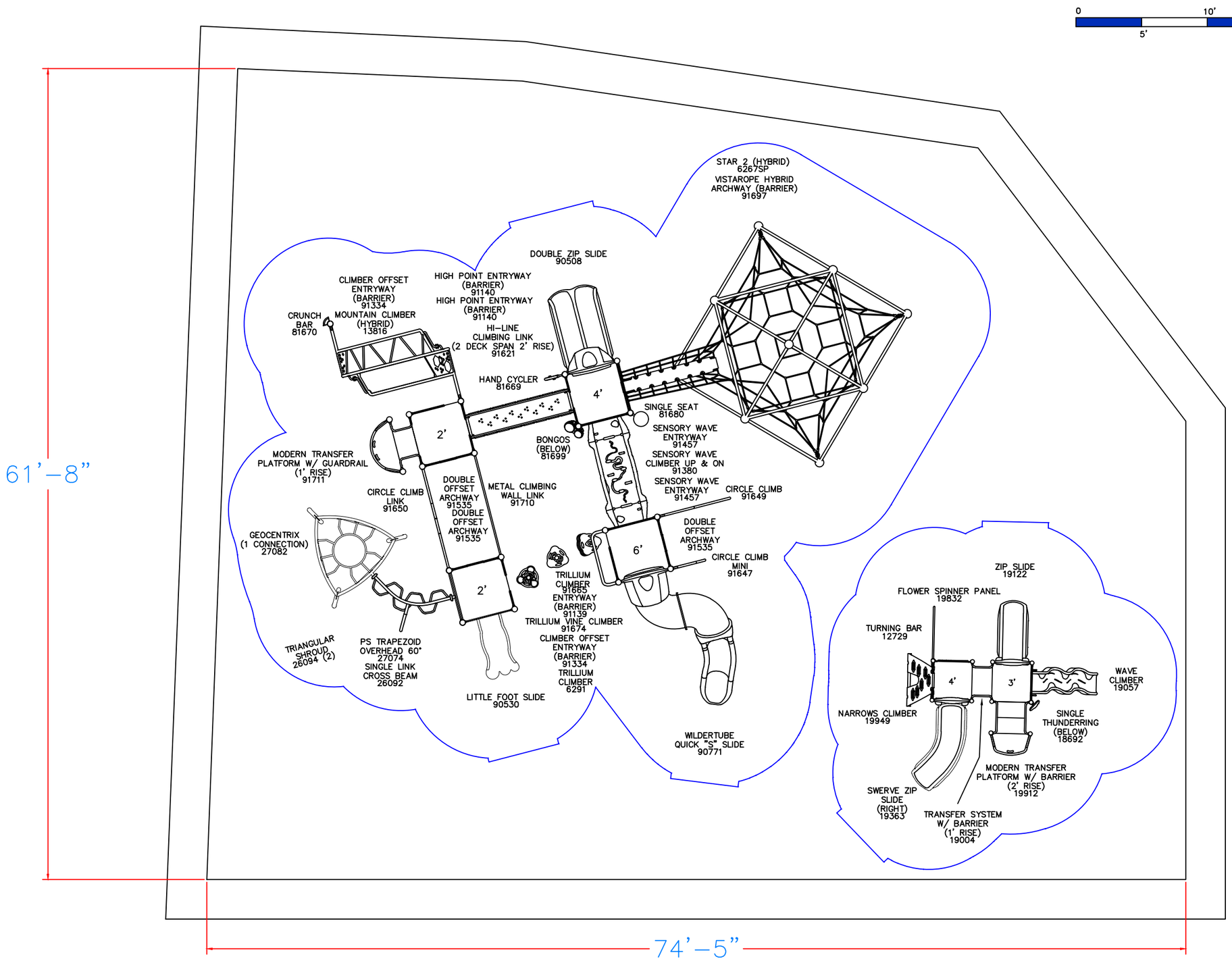
AT YOUR REQUEST WE WILL INSTALL EQUIPMENT IN THE LOCATION AS DIRECTED. YOU HAVE NOT CONTRACTED WITH US TO PERFORM UNDERGROUND UTILITIES SURVEYING FOR THIS AREA.

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

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

Accepted By: _____

Date: _____



GameTime
A PLAYCORE Company

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

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

Kerrville Schreiner Park
Option 2
Kerrville, TX

Representative
Cunningham Recreation

This play equipment is recommended for children ages
5-12

Minimum Area Required:
61'-8" x 74'-5"

Scale:
This drawing can be scaled only when in an 18" x 24" format

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

Drawn By:
MW

Date:
03/22/2024

Drawing Name:
169542-01-02

CUNNINGHAM RECREATION

Kerrville Schreiner Park

Option 2

Design • Build • PLAY!

Color Palette - Forester

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

GAMETIME® WARRANTIES

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

In addition, GameTime offers:

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

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

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

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

LIFETIME LIMITED WARRANTY ON HARDWARE

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

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

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

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

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

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

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

LIMITED WARRANTY ON SUNBLOX® SHADE PRODUCTS

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

LIMITED WARRANTY ON SITE FURNISHINGS

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

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

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

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

LIMITED WARRANTY ON FIBERGLASS SIGNAGE

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

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

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

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

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

LIMITED WARRANTY ON FITNESS EQUIPMENT

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

LIMITED WARRANTY ON VISTAROPE EQUIPMENT

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

FIVE YEAR LIMITED WARRANTY ON HDPE PANELS

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

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

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

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

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

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

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

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

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

HARPER SMITH & ASSOCIATES

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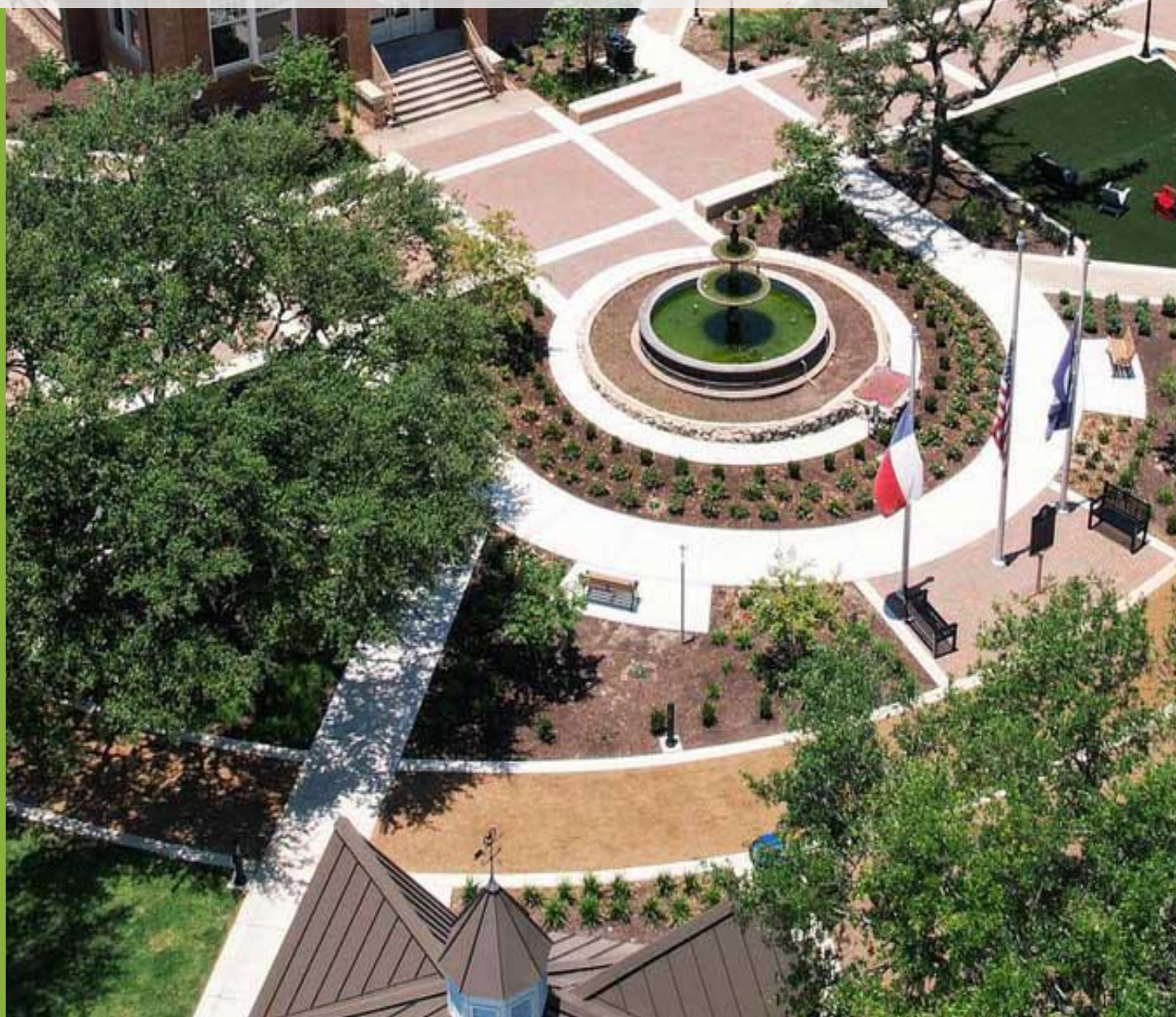
CITY OF KERRVILLE
GUADALUPE PARK RENOVATIONS

Shane Heffernan

700 Guadalupe St. E Kerrville, TX 78028

06/25/2024



www.tfharper.com | 1685 S FM 1626 Buda, TX 78610 | (512)440-0707 | 4402 Rowlett Rd Rowlett, TX 75088 | (469)543-9297

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4402 Rowlett Rd Rowlett, TX 75088
ATX (512) 440-0707 | DFW (469) 543-9297

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

Founded in 1972

Main Office Location:	1685 S FM 1626 Buda, TX 78610
	(512) 440-0707
Other Office Location(s):	4402 Rowlett Rd Rowlett, TX 75088
	(469) 543-9297

Ariel Smith
President / Owner
asmith@tfharper.com

Kerry Urbanowicz
VP – Construction
kurbanowicz@tfharper.com

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

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

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

Thank you for the opportunity to work together!

HARPER SMITH & ASSOCIATES
BUILD. PLAY. RENOVATE.
A DIVISION OF
T.F. HARPER & ASSOCIATES LP

QUOTE

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

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

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

TIPS 21070202

Guadalupe Park Renovations

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

QUOTE IS VALID FOR 20 CALENDAR DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION **July 15, 2024**
PRICING IS BASED ON FULL ACCESS TO INSTALL AREA BY TRUCK / BOBCAT / SKYTRAK.

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

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

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

Accepted by: _____

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

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

Commercial Play and Recreational Equipment
www.tfharper.com - - - - ATX (512) 440.0707 - - DFW (469) 543-9297

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& ASSOCIATES LP

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4402 Rowlett Rd. Rowlett, TX 75088

ROCK CLAUSE

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

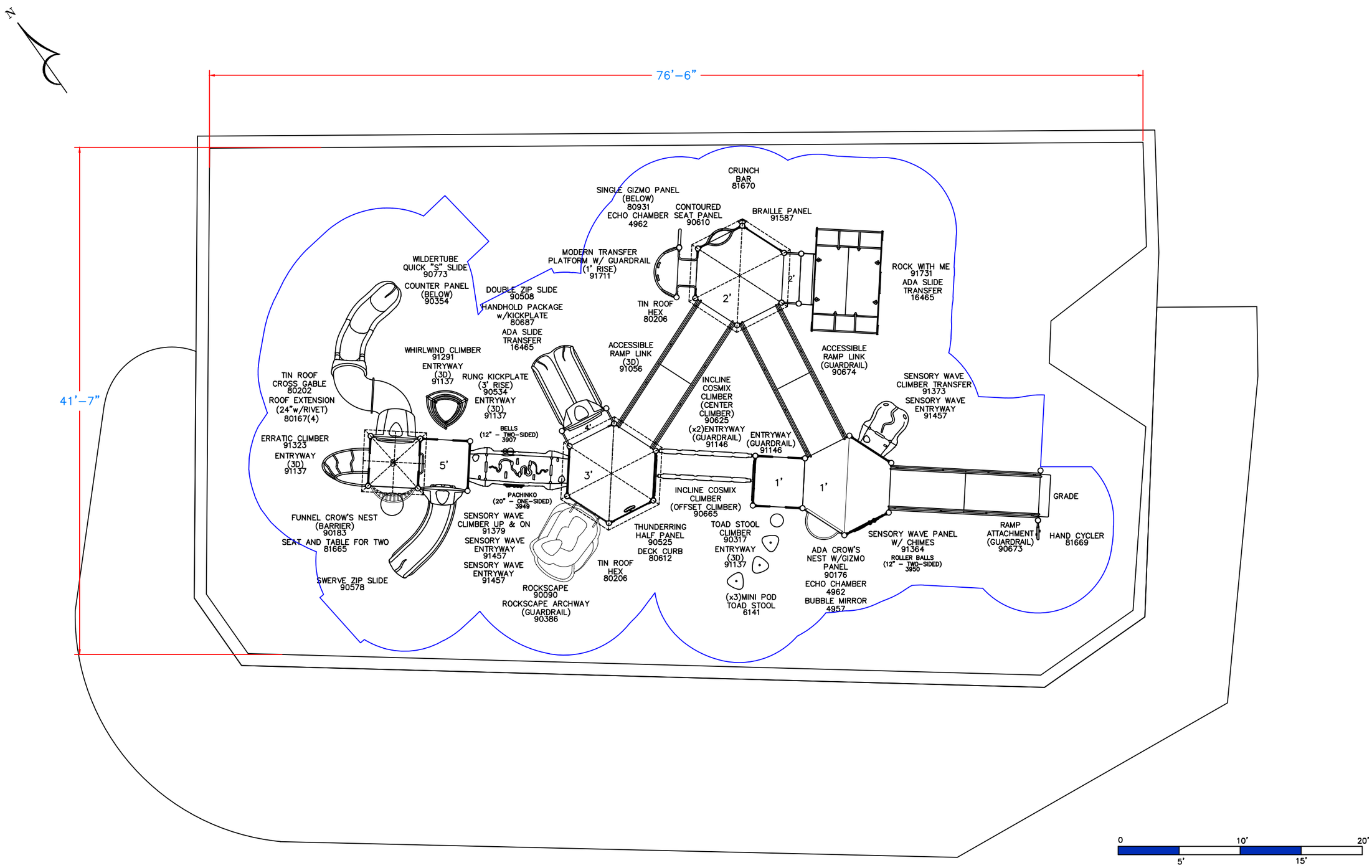
UNDERGROUND UTILITY CLAUSE

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

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

Accepted By: _____

Date: _____



GameTime
A PLAYCORE Company

ISO 9001 CERTIFIED

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

Guadalupe Park
Option 3
Kerrville, TX

Representative
Cunningham Recreation

This play equipment is recommended for children ages
5-12

Minimum Area Required:
76'-6" x 41'-7"

Scale:
This drawing can be scaled only when in an 18" x 24" format

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

Drawn By:
MW/TCV

Date:
06/11/2024

Drawing Name:
169546-01-03

CUNNINGHAM RECREATION

Guadalupe Park - Option 3
Kerrville, TX

Design • Build • PLAY!

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

GAMETIME® WARRANTIES

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

In addition, GameTime offers:

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

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

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

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

LIFETIME LIMITED WARRANTY ON HARDWARE

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

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

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

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

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

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

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

LIMITED WARRANTY ON SUNBLOX® SHADE PRODUCTS

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

LIMITED WARRANTY ON SITE FURNISHINGS

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

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

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

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

LIMITED WARRANTY ON FIBERGLASS SIGNAGE

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

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

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

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

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

LIMITED WARRANTY ON FITNESS EQUIPMENT

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

LIMITED WARRANTY ON VISTAROPE EQUIPMENT

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

FIVE YEAR LIMITED WARRANTY ON HDPE PANELS

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

FIVE YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

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

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

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

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

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

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

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

GET OUTDOORS. BE ACTIVE. PLAY.

Scope of Work for Park Improvements - $800,000

The scope of work for the projects included in this allocation will consist of the following:

Playground Improvements

1. Kerrville-Schreiner Park: Remove the existing playground and install a new playground. Installation of artificial turf for the fall zone and the installation of a shade structure.
2. Guadalupe Park: Remove the existing playground and install a new wheelchair-accessible playground. Installation of artificial turf for the fall zone and the installation of a shade structure.

Singing Wind Park Improvements

1. Design and installation of a disc golf course.

Note - Secondary Disinfection System

The installation of the UV systems at Louise Hays Park and Carver Park interactive water features exceeded the budget and was removed due to cost. However, this project will be completed under this scope should alternative funding mechanisms (grants, fundraising, etc.) be obtained.

Sales Tax Bond for Park Improvements $800K - Scope of Work

Projects	Cost
KSP Playground	$344,481
Guadalupe Playground (Inclusive)	$407,745
Subtotal	$752,226
~~UV - LHP~~	~~$ 56,830~~
~~UV - Carver~~	~~$ 88,032~~
~~Subtotal~~	$ -
Singing Wind Park Allocation	$ 47,774
Subtotal	$ 47,774
TOTAL COST	**$800,000**
BUDGET	**$800,000**
REMAINING BUDGET	**$ -**

Note: LHP and Carver Park Sprayground UV installation was eliminated from this SOW due to cost. Should grant dollars or fundraising efforts be successful, they will be added back in under this bond project allocation. Majority of funds are being allocated for playground replacements. The remaninder will be utilized for Singing Wind Park (disc golf, etc.).

PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS; FOR IMPROVEMENTS MADE TO VARIOUS CITY PARKS

THIS PROJECT FUNDING AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2024 ("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 which 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:

> land, *buildings, equipment, facilities, and improvements* found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, *athletic*, *entertainment, tourist*, convention, and *public park purposes and events*, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, *parks and park facilities, open space improvements*, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, *and other related improvements* that enhance any of the items described by Section 505.152 of the Act (emphasis supplied); and

WHEREAS, over the past several years, City staff, along with recommendations from the City's Parks and Recreation Advisory Board, and then pursuant to an application to the EIC from City Council, all recognized the need for improvements for various City parks; and

WHEREAS, toward that end, the EIC included an estimated cost of this proposed work as part of its bond issuance, which the EIC and City Council both approved in

2023; and

WHEREAS, City proposes to undertake multiple improvements within several City parks, all of which are collectively referred to as the "Project"; and

WHEREAS, the City currently estimates the total cost of the Project will not exceed $800,000.00; and

WHEREAS, the City, following approval from City Council, seeks grant funding from the EIC in the amount of $800,000.00, for estimated 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 equipment, facilities, and improvements required or suitable for use for public park purposes, including parks and park facilities and open space improvements and other related improvements that enhance any of the items described by Section 505.152 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 July 9, 2024; and

WHEREAS, on July 15, 2024, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a 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 *Scope of Work*, which is a project scope, costs, and total project estimate, to date, as specified in **Exhibit A**. City will manage the funding it receives and the design, bidding, management, and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. In addition, City shall provide periodic reports to the EIC with respect to the Project, its design, timing, and costs. Where the bidding and/or procurement processes determines that the cost of the Project will exceed the City's estimated cost of the Project ($800,000.00), 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 $800,000.00 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 January 15, 2025. 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) January 1, 2026, 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	**CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**
_____	_____
Joe Herring Jr., Mayor	Kim Clarkson, President
ATTEST:	ATTEST:
_____	_____
Shelley McElhannon, City Secretary	Kesha Franchina, Secretary for the EIC

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

T:\Legal\EIC\Contract\City Projects\Park Facilities\EIC Project Funding Agreement_park improvements-bonds_070824.docx

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

SUBJECT: Public Funding Agreement between the City of Kerrville, Texas, Economic Improvement Corporation, and the City of Kerrville, Texas, for Granger MacDonald Park improvements in an amount not to exceed $2,200,000. *(A Boyle, Director of Parks & Recreation)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** July 8, 2024

SUBMITTED BY: Ashlea Boyle, Director Parks & Recreation

EXHIBITS:

Expenditure Required:	Remaining Budget Balance in Account:	Amount Budgeted:	Account Number:
$2.2M	$2.2M	$2.2M	N/A

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	P - Parks / Open Space / River Corridor
Guiding Principle	N/A
Action Item	P5.6 - Improve access to Lake Nimitz as a recreational amenity

SUMMARY STATEMENT:

On November 13, 2023, the Economic Improvement Corporation (EIC) held a public hearing and passed a resolution authorizing the issuance of $20M of sales tax revenue bonds for several quality-of-life projects, including $2,200,000 for the development of Granger MacDonald Park. The Kerrville City Council subsequently passed a resolution and approved the bond issuance on November 14, 2023. This bond issuance is a culmination of several months of planning with the EIC and City Council. The Parks and Recreation Advisory Board also participated in the planning process and approved a list of priority projects; this was not one of the recommended projects. As a reminder, payments on this bond package are supported by sales tax and not property taxes.

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

The initial scope of work includes the following:

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

The Final Design Phase will include the following:

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

The Bidding/Construction Administration Phase will include the following:

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

RECOMMENDED ACTION:

Hold a public hearing and approve the funding agreement in an amount not to exceed $2.2M.

ATTACHMENTS:

20240617_MacDonaldPark-HewittProposal_052024.pdf
20240715 EIC Preliminary Scope of Work -Granger MacDonald Park.pdf
EIC Project Funding Agreement_MacDonald Park-bonds_070824.pdf

Hewitt Engineering, Inc.
Consulting Engineering Services

May 20, 2024

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

Re: Granger McDonald Park
Engineering Professional Services Design Fee Proposal

Dear Michael,

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

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

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

The Final Design Phase will include the following:

- **Civil Site Engineering** including final paving, grading and drainage plans, dimensional control layout, permeable paver design, storm sewer design, miscellaneous details and stormwater pollution prevention plan.
- **Structural Engineering** including final structural drawings of boardwalk substructure, decking, connections, and railing attachments and specifications as notes on the drawings for structural items of work.
- **Landscape Architect Services** including coordination of the grading with the civil plans at the bioretention areas, layout and detailing of LID features to include bioswales/bioretention, overflow drains and connections to the storm sewer drainage system. The landscape plan will also provide the location and identification of all plant materials to be used and specify mainline routing, extent, and type of irrigation to be utilized.
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- **Environmental Services** including Freshwater Mussel Survey and Relocation and USACE Pre-construction Notification and Biological Assessment

The Bidding/Construction Administration Phase will include the following:

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

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

BASIC SERVICES FEE SCHEDULE:

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

ADDITIONAL SERVICES FEE SCHEDULE:

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

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

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

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

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

Sincerely,

HEWITT ENGINEERING INC.
Texas Registered Engineering Firm F-10739

John M. Hewitt, P.E., CFM

Attachments

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

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San Antonio, Texas 78249
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May 3, 2024

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

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

Dear Mr. Hewitt:

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

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

Sincerely,

Christine Westerman
Ecologist/Principal Project Manager
San Antonio

SCOPE OF SERVICES

CULTURAL RESOURCES SERVICES

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

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

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

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

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

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

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

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

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

TASK 1B: INTENSIVE CULTURAL RESOURCES SURVEY

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

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

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

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

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

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

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

TASK 1C: REPORTING AND CURATION

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

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

TASK 1 ASSUMPTIONS

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

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

TASK 2: JURISDICTIONAL WATERS DELINEATION

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

1. Vegetation identification and analysis will be performed for each vegetation stratum (herbs, sapling/shrub, trees and vines) at each sample plot. Hydrophytic vegetation will be considered present if greater than 50 percent of the dominant vegetation is composed of obligate wetland (OBL), facultative wetland (FACW) or facultative (FAC) species.

2. Soil analysis for each sample plot will be determined using the guidelines set forth by the National Technical Committee for Hydric Soils (USDA Soil Conservation Service, 1987). A soil pit will be excavated and the soil will be inspected for positive indications of hydric soils. The sample pit will be left open for a sufficient time to allow for the stabilization of the apparent high-water table, if present.

3. SWCA biologist will determine if positive indications of wetland hydrology, as defined in the 1987 Wetland Manual, are present. Typical hydrological indicators include inundation, saturation, an ordinary high-water mark, drainage patterns, oxidized root channels, drift lines and sediment deposits.

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

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

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

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

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

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

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

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

TASK 3 ASSUMPTIONS

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

TASK 4: FRESHWATER MUSSEL SURVEY AND RELOCATIONS

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

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

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

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

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

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

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

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

ASSUMPTIONS FOR TASK 4

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

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

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

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

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

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

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

ASSUMPTIONS FOR TASK 5

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

COST ESTIMATE AND TIMELINE

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

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

30 April 2024

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

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

Dear Mr. Hewitt,

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

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

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

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

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

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

DESIGN AND CONSTRUCTION DOCUMENTS

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

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

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

<u>Schematic Design</u>

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

<u>Construction Documents</u>

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

CONSTRUCTION ADMINISTRATION

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

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

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

DESIGN COORDINATION MEETINGS

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

COMPENSATION

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

FEE ALLOCATION BY TASK/PHASE

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

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

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

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

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

ADDITIONAL SERVICES

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

RIALTO STUDIO HOURLY RATES

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

EXCLUSIONS

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

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

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

TERMS AND CONDITIONS

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

ACCEPTANCE AND AGREEMENT

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

Cordially,

Danny Watson, ASLA
Principal

Approved by: _____ *Date:* _____
(Signature)

_____
(Printed Name)

_____
(Title)

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

Consulting Services Agreement

Sent via email to jmhewitt@hewitt-inc.com

Subject: Proposal for Grainger McDonald Boardwalk Design

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

Scope of Services

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

Schedule

We propose to meet the Client's schedule.

Fee

Based on our understanding of the project requirements, we propose the following Lump Sum Fee[1]:

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

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

Exclusions

1. Geotechnical studies
2. Surveys
3. Hydrologic calculations

Additional Services

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

Client Responsibilities

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

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

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

S. Patrick Sparks, P.E.
President

Insert date

Attachments

2019 Fee Schedule

Authorization

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

Client Name _____

Attention _____

Address _____

City _____

State / Zip _____ _____

Email _____

Telephone _____

_____
Signature and Printed Name

_____
Title Date

SEI 2024 Rate Schedule

Personnel

The following hourly rates (plus expenses[2]) apply for all time spent in evaluation, field investigation, analysis, design, project management, coordination, consultation or meetings, site visits, travel time, sampling, review and analysis of field and laboratory data, report preparation and review, etc.

A. Professional

Principal Engineer	$ 285.00/hr
Expert Witness[3]	$ 427.00/hr
Senior Engineer	$ 225.00/hr
Project Manager	$ 185.00/hr
Project Engineer	$ 160.00/hr

B. Support Personnel

Administrative Assistant	$ 80.00/hr
CAD Designer	$ 100.00/hr
Technician	$ 90.00/hr

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

Expenses

A. Travel Expenses[4]

1.	Company or personal vehicle:	per mile at the Current Federal Rate
2.	Airfare or other travel:	at cost
3.	Meals & Incidentals (M&I)[5]:	$46 per day ($7, $11, $23, $5) lump sum
4.	Lodging[6]:	at cost

B. Special equipment or supplies, permits, shipping charges, printing or other items not customarily provided will be charged at cost.

Subcontracts

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

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

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[2] All fees and expenses are portal to portal.
[3] Expert witness fees apply to testimony in trial, arbitration, or deposition.
[4] Rates apply only to travel within the continental United States. When possible, we will pro-rate travel expenses among active projects involving travel to the same general area. There is no charge for vehicular travel within the metropolitan area of the home office.
[5] M&I costs apply to project assignments outside the metropolitan area of the home office and of 6 hours duration or more. Partial-day M&I allowance will be adjusted for meals furnished or not taken by deducting the appropriate amount shown in parenthesis (breakfast, lunch, dinner, incidentals). Receipts for M&I will not be provided unless agreed to in writing prior to deployment.
[6] Applies when required to remain overnight, or on full-time projects outside metropolitan area of the home office.

SEARCHERS
SURVEYORS | CONSULTANTS
MASON | FREDERICKSBURG
4585 OLD PONTOTOC ROAD, MASON, TEXAS 76856
720 MUSTANG STREET, FREDERICKSBURG, TEXAS 78624
830-383-1211 | F-10193966 | SEARCHERS.NET

Surveying Services Agreement

1. **This agreement is between:**

   Client. Hewitt Engineering, Inc. (Hereinafter "Client")
   Surveyor. Searchers LLC dba Searchers (Hereinafter "Searchers")

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

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

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

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

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

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

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

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

9. **Standard of Care.** Searchers will endeavor to perform surveying services with the same standard of care and skill as a reasonable Texas surveyor would under the same or similar circumstances.

10. **Limitation of Liability. Searchers will endeavor to perform surveying services with the same standard of care and skill as a reasonable Texas surveyor would under similar circumstances. In order for Client to obtain the benefit of a fee which includes a lesser allowance for risk funding, Client agrees to limit the liability of Searchers and the Surveyor such that the total aggregate liability shall not exceed double the compensation for services rendered on this project.**

11. **Entire Agreement.** This proposal contains the entire and integrated agreement. No modification of this agreement will be binding unless it is in writing and signed by both the Client named above and a representative of Searchers.

12. **Cancel Agreement.** Either party may at any time cancel this contract. Client will pay for any time or expenses that were expended prior to cancelation of this agreement.

13. **Assignment.** This agreement shall not be assigned without the written consent of the other party.

14. **Severability.** Any provision or part of the Agreement held to be void or unenforceable shall be deemed stricken and all remaining provisions shall be valid and binding.

15. **Governing Law and Venue.** This agreement shall be governed by the laws of the State of Texas, and the parties agree that venue shall be proper in Gillespie County, Texas.

16. **Offer Expiration.** This agreement offer expires if not accepted within 30 days. No work will be scheduled until this agreement is signed and returned.

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

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

Josh W. Leamons, for Searchers	John Hewitt, for Hewitt Engineering Inc.

May 7, 2024

EXHIBIT "A"

May 13, 2024

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

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

Dear Mr. Hewitt:

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

PROJECT INFORMATION

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

The project consists of the following proposed improvements:

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

Our proposal is based upon the following:

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

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

FIELD INVESTIGATION

The proposed field investigation includes:

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

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

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

LABORATORY TESTING

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

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

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

ENGINEERING SERVICES

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

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

FEE FOR PROPOSED SERVICES

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

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

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

PROJECT SCHEDULE

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

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

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

Respectfully submitted,

UES Professional Solutions 45, LLC

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

Garrett R. Ward, Graduate Geologist
Geotechnical Project Manager

Attachments: UES Terms and Conditions

GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM

CLIENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

ATTENTION: _____ **TELEPHONE:** _____

EMAIL: _____ **FAX:** _____

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

ACCOUNTS PAYABLE CONTACT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____ **TELEPHONE:** _____

Land Owner's Name (if applicable):_____

Address:_____

City, St. Zip:_____

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

PROPOSAL ACCEPTED BY: _____

Signature **Title** **Date**

PRINTED NAME: _____

UES

GENERAL CONDITIONS – TEXAS

SECTION 1: SCOPE OF SERVICES

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

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

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

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

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

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

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

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

SECTION 2: PROFESSIONAL STANDARD OF CARE

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

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

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

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

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

SECTION 3: SITE ACCESS, SITE CONDITIONS AND CLIENT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

SECTION 4: HAZARDOUS SUBSTANCES AND ENVIRONMENTAL CONDITIONS

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

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

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

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

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

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

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

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

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

SECTION 5: BILLING AND PAYMENT

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

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

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

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

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

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

(i) Out of scope reproduction of plans, specifications and other documents, including plans and documents necessary for submission to regulatory agencies, but excluding documents reproduced for use by UES and any of its consultants.

(ii) Out of scope permit application and filing fees advanced by UES. Such fees will be invoiced to Client at cost.

(iii) The cost of equipment rental including, where applicable, equipment operators and subcontracted services, such as authorized photogrammetry, testing services, laboratory services, archeological services, and other specialized services, excluding those services which are explicitly included in the UES proposal. If the services covered by this Agreement are subject to local or state taxes or fees, such additional costs will be charged to the project and are subject to reimbursement as provided herein.

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

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

SECTION 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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

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

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

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

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

SECTION 7: RISK ALLOCATION

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

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

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

SECTION 8: INSURANCE

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

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

SECTION 9: INDEMNITY

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

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

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

SECTION 10: DISPUTE RESOLUTION

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

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

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

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

SECTION 11: TERMINATION

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

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

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

SECTION 12: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS

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

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

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

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

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

SECTION 13: SOLICITATION OF EMPLOYEES

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

SECTION 14: NO ASSIGNMENT

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

SECTION 15: GOVERNING LAW

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

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

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

SECTION 16: INTEGRATED AGREEMENT

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

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

SECTION 17: NO AMENDMENT

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

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

SECTION 18: WAIVER OF JURY TRIAL

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

SECTION 19: CONTRACTUAL STATUTE OF LIMITATIONS

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

SECTION 20: HEADINGS

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

REVISED: 3/7/24

Preliminary Scope of Work for Granger MacDonald Park

The understanding of the scope of work, at its very conceptual stage, is the creation of Granger MacDonald Park, with an estimated construction budget not to exceed $1,980,000 and an engineering budget not to exceed $220,000*.

The scope for the proposed project will consist of the following subject to budget constraints:

1. Parking lot with pervious pavers
2. Boat ramp, suitable for launching kayaks, sailboats, and other non-combustion engine water craft
3. Landscaping
4. A riverfront boardwalk amenity feature
5. Handicap accessible piers
6. Street access improvements

*Engineering proposal from Hewitt Engineering submitted in a separate attachments

PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS; FOR IMPROVEMENTS MADE TO GRANGER MACDONALD PARK

THIS PROJECT FUNDING AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2024 ("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 which 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:

> *land, buildings, equipment, facilities, and improvements* found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, *athletic*, *entertainment, tourist*, convention, and *public park purposes and events*, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, *parks and park facilities, open space improvements*, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, *and other related improvements* that enhance any of these items described by Section 505.152 of the Act (emphasis supplied); and

WHEREAS, over the past several years, the City has considered the development of a public park adjacent to and on the south side of the Guadalupe River, such park to be named the "Granger MacDonald Park" (the "Park"); and

WHEREAS, as part of its planning efforts, City Council and the EIC included funding for the Park as part of its 2023 bond issuance; and

WHEREAS, the City is ready to proceed with its development of the Park, which is referred to herein as the "Project"; and

WHEREAS, the City currently estimates the total cost of the Project not to exceed $2,200,000.00; and

WHEREAS, the City, following approval from its City Council, seeks grant funding from the EIC in the amount of $2,200,000.00, for estimated 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 equipment, facilities, and improvements required or suitable for use for public park purposes, including parks and park facilities and open space improvements and other related improvements that enhance any of the items described by Section 505.152 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 July 9, 2024; and

WHEREAS, on July 15, 2024, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a 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 *Scope of Work*, which is a project scope, fees, costs, and total cost estimate, to date, as specified in **Exhibit A**, attached hereto, and included herein for all purposes. City will manage the funding it receives and the design, bidding, management, and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. In addition, City shall provide periodic reports to the EIC with respect to the Project, its design, timing, and costs. Where the bidding and/or procurement processes determines that the cost of the Project will exceed the City's estimated cost of the Project ($2,200,000.00), 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 $2,200,000.00 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 January 15, 2025. 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) January 1, 2026, 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	**CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**
_____	_____
Joe Herring Jr., Mayor	Kim Clarkson, President
ATTEST:	ATTEST:
_____	_____
Shelley McElhannon, City Secretary	Kesha Franchina, Secretary for the EIC

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

T:\Legal\EIC\Contract\City Projects\Park Facilities\EIC Project Funding Agreement_MacDonald Park-bonds_070824.docx

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

SUBJECT: Funding agreement between the City of Kerrville and the City of Kerrville, Texas Economic Improvement Corporation for Heart of the Hills Heritage Center, in an amount not to exceed $2,000,000. *(M Hornes, Asst City Manager)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** June 26, 2024

SUBMITTED BY: Michael Hornes, Assistant City Manager

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

Kerrville 2050 Item?	Yes
Key Priority Area	D - Downtown Revitalization
Guiding Principle	N/A
Action Item	D2.7 - Consider funding a Downtown heritage center

SUMMARY STATEMENT:

The original budget for the A.C. Schreiner house renovations was $3,600,000, with $3,250,000 put into the budget for construction with $350,000 held back for contingency. After 30% design was complete with by the Marksmen team it was discovered that this budget had severe limitations to the full use of the building. After extensive discussion with the Heart of the Hills Heritage Center (tenant) the option to utilize the entire building was recommended and City Council approved, the construction budget increased to $5,304,000.

EIC approved bond funding for $20,000,000 with the intention of using $2,000,000 of those funds to cover this funding gap. Marksmen is progressing along with the 60% construction documents and it is now time to finalize the agreement with EIC and the City Council.

EIC held the public hearing at the June 17th meeting and before you is the funding agreement between the City and EIC. City Council will ratify the agreement at the July 23th City Council meeting.

RECOMMENDED ACTION:

Approve the funding agreement between the City of Kerrville and the City of Kerrville, Texas Economic Improvement Corporation for Heart of the Hills Heritage Center for $2,000,000.

ATTACHMENTS:

20240617_EIC_Funding_Application_Marksman_HHHC.pdf
EIC Project Funding Agreement_071124.pdf

MARKSMEN
GENERAL CONTRACTORS

A.C. SCHREINER HOUSE & GROUNDS SD BUDGET & PHASE II PRE-CONSTRUCTION

Proposal for The City of Kerrville

Revised January 5, 2024

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PURPOSE RELATIONSHIP EXCELLENCE CULTIVATION INTEGRITY SERVICE EXECUTION

CORE VALUES

PROPOSAL SUMMARY

OWNER INFORMATION

Owner:	City of Kerrville	**Project:**	A.C. Schreiner House & Grounds
Address:	701 Main Street Kerrville, TX 78028	**Address:**	529 Water Street Kerrville, TX 78028
Primary Contact:	Kim Meismer	**Alt. Contact:**	Michael Hornes
Phone:	(830) 258-1140	**Phone:**	
E-Mail:	Kim.meismer@kerrvilletx.gov	**Email:**	Michael.hornes@kerrvilletx.gov

DESIGN TEAM & PLANS

Architect:	Fisher Heck Architects	**Date of Plans:**	10/31/2023	**Revision #:**	N/A
MEP Engineer:	Skye MEP	**Date of Plans:**	10/31/2023	**Revision #:**	N/A
Civil Engineer:	N/A	**Date of Plans:**	N/A	**Revision #:**	N/A
Structural Engineer:	Alpha Consulting Engineers	**Date of Plans:**	10/31/2023	**Revision #:**	N/A
Geo-Tech Engineer:	Rock Engineering	**Date of Plans:**	10/31/2023	**Revision #:**	N/A

SCOPE OF WORK

DIVISION DETAILS

DIV	DESCRIPTION	PRICE
DIV 01	**GENERAL CONDITIONS (INCLUDING INSURANCE, SOFTWARE, DUES & GC FEE)**	**$880,000**
	Personnel (Project Manager, Site Superintendent, Administration, etc.)	
	Fuel	
	Project Trailer / Office	
	Water & Ice For Job Site	
	Office Supplies	
	Document Reproduction	
	Submittal Courier / Postage	
	Construction Photographs	
	Job Site Signage	
	As-Built Drawings	
	Flash Drives for Final Documents / O&M Manuals	
	Surveyor / Engineering For Layout of Site Improvements	
	Final Property Survey	
	Port-A-Can Toilet Rental	
	Temporary Electrical Connection For Office Trailer & Construction	
	Daily Cleanup	
	Dumpster Rental / Trash Haul Off	
	Safety & First Aid	
	Safety Inspections	
	Fire Extinguishers	
	Floor Protection	
	Temporary Construction Fencing	
	KnoxBox For Fire Dept Access (#4400)	
	AIA Pay Applications & Closeout Documents	
	Architect Construction Admin Fees	
	Engineer's Construction Admin Fees	
	Builders Risk Insurance	
	GL, WC, Cyber, Etc, Insurance	
	Software & Dues	
	GC Fee	

DIV	DESCRIPTION	PRICE
DIV 03	**DEMOLITION**	**$103,000**
	Basement	
	Shelving	
	Stair Components as Required (Landing To Remain)	
	Plumbing Fixtures / Equipment	
	HVAC Equipment	
	Electrical Fixtures / Equipment	
	Asbestos Abatement	
	1st Floor–Interior	
	Window For Elevator Access	
	Wall For Elevator Access	
	Interior Windows	
	Interior Doors	
	Interior Walls	
	Ceiling Fur Downs	
	Ceiling	
	Exterior “Front Door”	
	Appliances	
	Millwork / Cabinets & Counter tops	
	Stairs in NW Corner (Basement Access To Remain)	
	Flooring	
	Plumbing Fixtures	
	Electrical Fixtures	
	2nd Floor–Interior	
	Window For Elevator Access	
	Wall For Elevator Access	
	Interior Doors	
	Interior Walls	
	Ceiling Fur Downs	
	Ceiling	
	Interior Faux Columns	
	Appliances	
	Millwork / Cabinets & Counter tops	
	Stairs in NW Corner	
	Flooring	
	Plumbing Fixtures	
	Electrical Fixtures	

DIV	DESCRIPTION	PRICE
	3rd Floor–Interior	
	Window For Elevator Access	
	Wall For Elevator Access	
	Interior Doors	
	Interior Walls	
	Millwork / Cabinets & Counter tops	
	Flooring	
	Plumbing Fixtures	
	Electrical Fixtures	
	Exterior	
	Wood Framed Stairs at NW Corner	
	Sun room / Porch Structure & Foundation / Footings	
	Sidewalk From Water Street to Porte-Cochere	
DIV 03	**CONCRETE**	**$155,000**
	Footings In Crawl Space	
	(26) Hand Dug 2’ x 2’ x 2’	
	Elevator Pit / Foundation	
	9’–4” x 7’–9 ¾” x 4’–10” Deep	
	Sidewalk / Flatwork	
	Approx. 900 SF	
DIV 05	**METALS**	**$77,000**
	Elevator Structural Steel	
	Columns, Beams, Roof “B” Deck, Bracing, Etc.	
DIV 06	**WOODS, PLASTICS & COMPOSITES**	**$141,000**
	Millwork	
	Warming Kitchen & Storage Room Base Cabinets (20 LF)	
	Storage Room Wall Cabinets (10 LF)	
	3rd Floor Restroom Sink Base Cabinet	
	Solid Surface Counter tops (23 LF)	
	Roof Blocking For New Roof at Elevator Shaft	
	Exterior Wood Repair & Restoration	
	Cornice	
	Paneled Walls	
	Siding	
	Doors	
	Porches	
	Railings	
	Balustrades	

DIV	DESCRIPTION	PRICE
DIV 07	**THERMAL & MOISTURE PROTECTION**	**$111,000**
	Elevator Shaft Roofing	
	TPO Roof System	
	2nd Floor Balcony "Roofing"	
	TPO Roof System	
	Main Roof TPO Patch & Repair as Needed	
	Flashings For New Through Roof Vents	
	Gutters & Downspouts	
	Elevator Exterior Door Canopy Roofing	
	24 Ga. Standing Seam	
	Misc Interior Caulking / Joint Sealants	
DIV 08	**OPENINGS**	**$502,000**
	Window Refinishing	
	Remove Sash & Install Temporary Boarding	
	Scrape & Sand To Sound & Tight	
	Restoration of Sash, Frame & Trim as Required	
	Replace Cracked or Broken Glass	
	Remove Glass, Back Glaze & New Exterior Glazing	
	Hardware Restoration & Reinstall	
	Double Hung Windows To Be Historically Accurate With Sash Cord, Pullies, Lifts & Locks	
	Prime & Paint	
	Reinstall of Sash (Sealed Shut)	
	Furnish & Install Low-E Film To Interior Side of Glass	
	Interior Doors	
	Restoration of Doors & Frames as Needed	
	Hardware Restoration, Mortising & Re-Install	
	New Hardware ONLY as Required	
	Exterior Doors	
	Replace "Non-Historic" Back Door With New To Match Existing Historic	
	Hardware Restoration, Mortising & Re-Install	
	Restoration of Doors & Frames as Needed	
DIV 09	**FINISHES**	**$632,000**
	Exterior Plaster Repair & Restoration	
	Match Plaster Where Missing	
	Crack Seal Restoration	
	Chimney Tuck Pointing & Analysis of Water Shed Mortar Wash	
	Analysis of Existing Plaster For Additional Repair Beyond Obvious	
	Stucco / Plaster of New Elevator Shaft To Match Existing	

DIV	DESCRIPTION	PRICE
	Prime & Paint Complete Exterior	
	1st Floor Framing Reinforcing	
	In Crawl Space	
	2nd Floor Framing Replacement	
	Near Southeast Front Entrance	
	New Framing / Infill of Gyp Board Walls & Ceilings as Needed	
	Prime & Paint Complete Interior	
	Wood Flooring Restoration	
	1st & 2nd Floor Refinishing	
	Treads & Riser Refinishing	
	Encaustic Tile Restoration	
	Strip Existing Finish	
	Grout Infill as Required	
	Clean & Install New Finish	
	Ceramic Tile	
	New Restroom Floors	
	Restroom Wet Wall 48” Wainscot	
DIV 10	**SPECIALTIES**	**$53,000**
	Restroom Accessories	
	(5) Paper Towel Dispensers With Waste Receptacles	
	(5) Toilet Paper Dispensers	
	(5) Soap Dispensers	
	(5) Mirrors	
	(5) 36” SS Grab Bars	
	(5) 24” SS Grab Bars	
	(2) Diaper Changing Station	
	Signage	
	(5) Restroom Door Signs	
	(12) Misc. Room Signs	
	(3) Fire Extinguishers & Cabinets	
	(2) Folding Partitions	
DIV 11	**EQUIPMENT**	**$8,000**
	Warming Kitchen Appliances Allowance	
DIV 14	**CONVEYING EQUIPMENT**	**$154,000**
	Schindler Elevator	
	4 Stop Elevator (Exterior Access is 4th Stop)	
	3300 Machine Room-Less Traction Elevator	
	2,100 lb. Capacity	
	5’–9” x 4’–4” Approx. Inside Cab Dimensions	

DIV	DESCRIPTION	PRICE
DIV 21	**FIRE SUPPRESSION**	**$259,000**
	Survey & Design	
	Dry Pipe Double Interlock (Electric / Pneumatic) Pre-Action Fire Sprinkler System	
	Throughout: Basement, 1st Floor, 2nd Floor, 3rd Floor & Attic Space	
DIV 22	**PLUMBING**	**$122,000**
	Make Safe For Demo Sub-Contractor	
	Water Piping	
	Sewer Piping	
	Electric Water Heater With Circulation Pump	
	Fixture Package	
	Elevator Sump Pump & Piping	
DIV 23	**HVAC**	**$457,000**
	Make Safe For Demo Sub-Contractor	
	Floor Mounted Radiators & Associated Piping	
	Electric Wall Heater	
	Ductwork, Diffusers & Supports	
	Fan & Coil Unit, Condensing Unit & Associated Piping	
	Electric Heaters In Basement	
	VRF Units & Wall Mounted Thermostats	
	VRF Branch Controllers	
	Heat Recovery Unit	
	HVAC Commissioning	
DIV 26	**ELECTRICAL**	**$603,000**
	Make Safe For Demo Sub-Contractor	
	Gear Package	
	Lighting Package	
	Fixture Package	
	Backup Generator For Elevator	
	Minimal Site Lighting (Wall Packs & 2 Light Bollards / Poles)	
	Lighting Commissioning	
DIV 27	**COMMUNICATIONS**	**$60,000**
	Structured Cabling	
	Cat 6 Cabling	
	MDF	
	Plywood Backboards, Wall Mount Rack, Wire Management & Patch Panels	
	Label & Test	
DIV 28	**ELECTRONIC SAFETY & SECURITY**	**$110,000**
	Fire Alarm System	
	Security Alarm Allowance	
	Including Minimal Security Cameras	

DIV	DESCRIPTION	PRICE
DIV 31	**EARTHWORK**	**$36,000**
	SWPPP	
	Concrete Washout Pit	
	Silt Fence	
	Earthwork	
	Elevator Pit Excavation & Building Pad	
	New Sidewalk Sub-Grade Prep / Pad	
DIV 32	**EXTERIOR IMPROVEMENTS**	**$81,500**
	Fencing (South Property Line to Carriage House)	
	To Prevent Visitors From Falling or Getting To River	
	~185 LF Wrought Iron Fence	
	Landscape Allowance	
	Irrigation Allowance	
	To Repair Damaged Areas Around House Only	
DIV 33	**UTILITIES**	**$100,000**
	Fire Line, Riser & Tie In	
	Cap Existing Sewer Line & Extend New Sewer Line To New Tie In Point At House	
	New Domestic Water Line From Street To House	
ALLOW	**ALLOWANCES**	**$175,000**
	Design Contingency	
	To Cover Construction Costs of Any Changes in Remaining Design	
	Construction Contingency	
	To Cover Construction Costs of Any Unforeseen Conditions	
SUB	**SUB-TOTAL**	**$4,819,500**
ALLOW	**INFLATION FACTOR ALLOWANCE**	**$83,500**
TOTAL	**"SD" BUDGET FOR THE ABOVE SCOPE OF WORK**	**$4,903,000**

DESIGN DETAILS

PHASE	DESCRIPTION	PRICE
PHASE I	Design Fees (Existing Contract)	**$175,200**
PHASE II	Design Fees (Remaining Design & Pre-Construction Fees)	**$225,800**
TOTAL	SD Budget (Including design, pre-construction, & construction)	**$5,304,000**

EXCLUSIONS

- City or municipal impact fees
- Building permits or plan review fees
- Utility company impact fees or usage billings
- Temporary utilities
- 3rd party inspections or testing
- Exhibit design or fixtures
- Site / project security
- Unforeseen utility conditions / piping, etc.
- Existing metal roofing work / repairs
- Tree trimming or arborist
- Carriage house work of any kind
- Railing or fencing modification of existing
- Lead based paint abatement
- Exterior building or monument signage
- Window treatments or blinds
- It/av equipment (routers, switches, access points, etc)
- Traffic controls or street repairs
- Transformer pad
- Masonry work
- Landscape / irrigation outside of what is listed above
- Gutters & downspouts
- Exterior building / landscape lighting
- Driveways or approaches
- River embankment improvements / shoring
- Any other labor or materials not specifically listed

QUALIFICATIONS

- The budget, design & the feasibility of this project are dependent on essential provisions by the Authority Having Jurisdiction (AHJ) as granted by the Building Code Official & the Fire Marshal allowing for "Group B Occupancy" per the code compliance report prepared by Fisher Heck Architects dated October 31, 2023.
- The projected occupant load is 141 occupants due to structural limitations.
- Budget is based on drawings identified above. Assumptions were still made at this time due to lack of details / information.
- Owner responsible for any and all utility usage billing (electricity, water, sewer, etc.)
- Marksmen GC field staff will schedule and be present for all inspections.
- General Conditions is based on estimated construction time of 14 months. (To be confirmed at GMP)
- Lead based paint was identified, however, it is not anticipated to be disturbed.

ADDITIONAL BUDGET CONSIDERATIONS

Not included in SD Budget

- Make Windows Operable (Includes New Weatherstripping) ADD $495 (Per Window)
- Materials Testing (By Owner) ADD ~$7,500
- Exhibit Designer & Exhibits (By Owner) Unknown Value
- Owner Provided Furniture & Equipment Unknown Value
- Exhibit Specific Lighting (By Owner) Unknown Value

ESTIMATED PRE-CONSTRUCTION & DESIGN SCHEDULE

DATE	MILESTONE
10/31/2023	100% Schematic Design Drawings (30% Completion) Issued
11/7/2023	SD Budget Package Submitted to City of Kerrville
11/7/2023	SD Budget Review Meeting with City of Kerrville at Kerrville City Hall
12/12/2023	City of Kerrville City Council Meeting
12/13/2023	Execution of Design / Preconstruction Phase 2 Amendment
12/13/2023	60% Design Development Kick-Off Meeting (Design Team & MGC Only)
1/18/2024	Design Review Meeting with City of Kerrville & HHHC at Kerrville City Hall
1/25/2024	100% Design Development Drawings (60% Completion) Issued
2/7/2024	DD Budget Review with City of Kerrville at Kerrville City Hall
2/8/2024	90% Construction Documents Begin
2/12/2024	Preliminary Plan Review with City of Kerrville Code Official & Kerr County Fire Marshal
3/12/2024	Construction Documents Review & Coordination (Design Team & MGC)
3/19/2024	Design Review Meeting with City of Kerrville & HHHC at Kerrville City Hall
3/29/2024	100% Construction Documents Issued For Permitting
4/12/2024	GMP Submitted
4/19/2024	Notice To Proceed Construction & Execution of Construction Phase Amendment
4/29/2024	Construction Mobilization
5/3/2024	Construction Permits Issued
7/3/2025	Construction Substantial Completion

RECOMMENDED EARLY RELEASE PACKAGES

- Laydown & Limits of Construction With Temporary Fencing:
  - SWPPP
  - Temporary Fencing
- Selective Demolition & Asbestos Abatement:
  - Drywall, Doors, Etc.
- Site Safety Fencing:
  - Fence at Back of Property to Prevent Visitors From River
- Exterior Renovations:
  - Windows / Wood Repair
  - Critical Path For Entire Project
  - Roofing on Porch
  - Prevent Further Structural Degradation
- Structural Modifications:
  - Concrete Footings in Crawl Space
  - Wood Framing Reinforcing
- Elevator Purchase:
  - Elevator Shop Drawings & Coordination Drawings
  - Estimated Lead Time For Elevator Once Shop Drawings Approved =
- Elevator Shaft & Foundation:
  - Excavation & Foundation
  - Structural Steel Shop Drawings & Fabrication

NOTE: The benefit of pursuing early release packages is to lock in pricing in volatile market conditions along with allowing long lead time items to begin. The longest lead time item is the exterior & window restoration. Any early start for these scopes of work will result in approximately a one-to-one overall schedule reduction.

PHASE II DESIGN & PRE-CONSTRUCTION PROPOSAL

SCOPE	FIRM	AMOUNT
Architectural Programming, Coordination, Design, Etc.	Fisher Heck Architects	$ 99,000
M.E.P. Coordination, Design, Etc.	Skye MEP	$ 48,000
Structural Coordination, Design, Etc.	Alpha Consulting Engineers	$ 11,000
IT/AV Coordination, Design, Etc.	2 Post Technology, LLC	$ 12,000
Civil Engineering, Surveying, Coordination, Design, Etc.	Wellborn Engineers & Surveying	$ 7,000
Preconstruction Services	Marksmen General Contractors	$ 28,000
SUB-TOTAL		**$ 205,000**
Design Contingency (If Needed)		
Consultant Reimbursables (Meetings, Document Reproduction, Etc.)	To Be Determined	$ 10,000
Additional Consultants / Design Changes	To Be Determined	$ 10,800
Contingency Total		$ 20,800
PHASE 2 DESIGN & PRECONSTRUCTION TOTAL		**$ 225,800**

PHASE 2 DESIGN & PRECONSTRUCTION PROPOSAL QUALIFICATIONS

- Additional Consultants or Design Changes contingency only to be used after discussion between the Design-Build Team & the Owner & the Owner has issued written approval to proceed.
- Consultant Reimbursables will be billed on an as needed basis.
- We have included (3) meetings with the City of Kerrville. If additional meetings are required (Virtual or in person) they will be billed at a rate of $1,200 per meeting.

PHASE 2 DESIGN & PRECONSTRUCTION DELIVERABLES

Architectural Drawing Checklist

60% Design–Design Development

- Code Analysis–Finalized, indicating building classifications, occupancy, interpretations, and special requirements. Accessible routes shall be identified that meet TAS requirements.
- Index, Symbols, and General Information: Refine index of drawings, drawing symbols, and abbreviations.
- Site Plan – Demolition–Refinement indicating extent of demolition.
- New Construction Site Plan – Refinement to illustrate building, parking lot layout, site features, adjacent structures, and access to site. Relationship of all proposed work to existing site and/or building features illustrated and notated.
- Demolition Floor Plan – Refinement indicating, room titles and numbers, and updated notations.

- Refinement of New Construction Floor Plans indicating developed dimensions, room titles and numbers, door swings, furniture layouts, equipment layout, and fire-rated walls.
- Reflected Ceiling Plans–Refinement indicating lighting and special ceiling features.
- Roof Plans – Refinement of indicating overall dimensions and slopes. Exterior elevations indicating all openings, dimensions, special features, etc.
- Exterior Elevations–Features illustrated in enlarged plans, elevations, and details as needed to convey design.
- Building Sections – Refinement including extent of insulation and room titles and numbers.
- Wall Sections – Develop wall sections for each material and construction condition.
- Interior or exterior features illustrated in enlarged plans, elevations, and details as needed to convey design.
- Door schedule, finish schedule, and partition types to be developed.
- Specifications written to match the scope of work.
- Finish material selections finalized.

90% Design–Construction Documents

- Code Analysis–Finalized, indicating building classifications, occupancy, interpretations, and special requirements. Accessible routes shall be identified that meet TAS requirements.
- Index, Symbols, and General Information: Refine index of drawings, drawing symbols, and abbreviations.
- Site Plan – Demolition–Refinement indicating extent of demolition.
- New Construction Site Plan – Refinement to illustrate building, parking lot layout, site features, adjacent structures, and access to site. Relationship of all proposed work to existing site and/or building features illustrated and notated.
- Demolition Floor Plan – Refinement indicating, room titles and numbers, and updated notations.
- Floor Plan–New Construction–Develop dimensions, and refine as needed.
- Reflected Ceiling Plans–Refinement indicating lighting and special ceiling features.
- Ceiling Details – Include special conditions.
- Roof Plans – Refinement of indicating overall dimensions and slopes. Exterior elevations indicating all openings, dimensions, special features, etc.
- Exterior Elevations–Refine as needed to convey design.
- Building Sections – Refinement including extent of insulation and room titles and numbers.
- Wall Sections – Refine wall sections.
- Plan Details – Include special conditions.
- Section Details – Include details for special conditions.
- Refine Door schedule, finish schedule to include all approved finishes, and partition types to be finalized.
- Door and Window Details – Include special conditions.
- Millwork Sections – Include special conditions.
- Specifications written to match the scope of work.

Structural Drawing Checklist

60% Design–Design Development

- Structural Notes: Refinement of special inspections requirements, outline specifications, and finalized code analysis.
- Structural Foundation Design: Develop dimensions for new construction and coordinate accuracy with architectural drawings.
- Structural Framing System: Sized roof framing members, developed dimensions of new construction, indicating column spacing, column sizes, beam sizes, and floor framing.
- Building sections showing floor elevations and typical sectional details.
- Structural design for special features.
- Calculations for live loads of floor, roof, wind, impact, vibration and other special requirements.

90% Design–Construction Documents

- Structural Notes: Refinement of special inspections requirements, outline specifications, and finalized code analysis.
- Structural Foundation Design: Refine dimensions for new construction and coordinate accuracy with architectural drawings.
- Structural Framing System: Refine framing as required.
- Building sections showing floor elevations and typical sectional details.
- Refine all special features.

MEP Drawing Checklist

60% Design–Design Development

- MEP Site Plan – Demolition – Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- MEP Site Plan – New Construction–Refine existing and proposed utilities, underground and overhead with sizes, valves, boxes, cleanouts, access ways, and manholes indicated.
- Floor Plan – Mechanical Demolition–Refine demolition of equipment layout.
- Floor Plan – Electrical Demolition–Refine electrical and data rooms, and demolition of existing equipment, conduit, and devices. Include scale, graphic scale, and north arrow.
- Floor Plan – Plumbing Demolition–Refine demolition of existing equipment, fixtures, and piping layout. Include scale, graphic scale, and north arrow.
- Floor Plan – Mechanical New Construction – Refine HVAC equipment (air handlers, pumps, compressors, etc. shown to scale with clearances indicated including coil pull space for A/C units, medium pressure ductwork shown in double line format, placement of single/dual terminal units, and thermostats. Show major taps, splits, and duct sizes.
- Mechanical Schedules–Refine equipment schedules for air handling units, condensers, and air devices, and include exhaust fans, and other required equipment schedules.
- Power Plan – Refine power plans identifying circuits.
- Lighting Plan – Refine lighting and identify circuits.
- Riser Diagram: Rough, one-line or riser diagram.
- Schedules: Typical capacities and sizes with preliminary equipment and lighting schedules, and load analysis. Provide panel schedules.

- Floor Plan – Plumbing New Construction–At a scale consistent with, and coordinated with the architectural floor plans, refine plumbing fixtures, and add floor and roof drains, including special devices, soil, waste and vent piping and main supply taps and piping sized.
- Plumbing Schedules–Refined equipment schedules indicating proposed flow rates, capacities, selections.
- Plumbing Riser Diagrams – Showing all fixtures and piping.
- Specifications included on Drawings to match the scope of work.

90% Design–Construction Documents

- MEP Site Plan – Demolition – Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- MEP Site Plan – New Construction–Refine existing and proposed utilities, underground and overhead with sizes, valves, boxes, cleanouts, access ways, and manholes indicated.
- Floor Plan – Mechanical Demolition–Refine demolition of equipment layout.
- Floor Plan – Electrical Demolition–Refine electrical and data rooms, and demolition of existing equipment, conduit, and devices. Include scale, graphic scale, and north arrow.
- Floor Plan – Plumbing Demolition–Refine demolition of existing equipment, fixtures, and piping layout. Include scale, graphic scale, and north arrow.
- Floor Plan – Mechanical New Construction – Refine HVAC equipment (air handlers, pumps, compressors, etc. shown to scale with clearances indicated including coil pull space for A/C units, medium pressure ductwork shown in double line format, placement of single/dual terminal units, and thermostats. Show major taps, splits, and duct sizes.
- Mechanical Schedules–Refine equipment schedules for air handling units, condensers, and air devices, and include exhaust fans, and other required equipment schedules.
- Power Plan – Refine power plans identifying circuits.
- Lighting Plan – Refine lighting and identify circuits.
- Riser Diagram: Rough, one-line or riser diagram.
- Schedules: Typical capacities and sizes with preliminary equipment and lighting schedules, and load analysis. Provide panel schedules.
- Floor Plan – Plumbing New Construction–At a scale consistent with, and coordinated with the architectural floor plans, refine plumbing fixtures, and add floor and roof drains, including special devices, soil, waste and vent piping and main supply taps and piping sized.
- Plumbing Schedules–Refined equipment schedules indicating proposed flow rates, capacities, selections.
- Plumbing Riser Diagrams – Showing all fixtures and piping.
- Specifications included on Drawings to match the scope of work.

IT/AV Drawing Checklist

60% Design–Design Development

- General Notes–Refine notes related to both conduit and cabling.
- Floor Plan–IT/Data–Refine data and telephone outlet locations, providing sizing and path of conduit from IT/Data room, scale and graphic scale.
- IT Details Provide rack elevations and details.
- Specifications included on Drawings to match the scope of work.

90% Design–Construction Documents

- General Notes–Refine notes related to both conduit and cabling.
- Floor Plan–IT/Data–Refine data and telephone outlet locations, providing sizing and path of conduit from IT/Data room, scale and graphic scale.
- IT Details Refine rack elevations and details.
- Specifications included on Drawings to match the scope of work.

Civil Drawing Checklist

60% Design–Design Development

- Site Survey of Existing Conditions.
- Existing Conditions and Demolition Plan–Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- New Construction Site Plan – Refine drawings as needed for new buildings, additions, and renovations, parking lot layout, site features, pedestrian paving, adjacent structures, new fire hydrants, and access to site. Relationship of all proposed work to existing site and/or building features illustrated. Include scale, graphic scale, and north arrow.
- Grading Plan – For disturbed areas only (New ADA sidewalk, Utility tie-ins, etc.)
- Utility Plan – Identify all new and proposed utilities related to fire, sewer, and domestic water lines.
- Specifications included on Drawings to match the scope of work.

90% Design–Construction Documents

- Existing Conditions and Demolition Plan–Refine existing and demolished utilities and site requirements. Include property line, easements, scale, graphic scale, and north arrow.
- New Construction Site Plan–Refine drawings as needed for new buildings, additions, and renovations, parking lot layout, site features, pedestrian paving, adjacent structures, new fire hydrants, and access to site. Relationship of all proposed work to existing site and/or building features illustrated. Include scale, graphic scale, and north arrow.
- Grading and Drainage Plan – Refine and finalize drainage with grading spot elevations. Refine single line stormwater utility piping and grates.
- Utility Plan – Refine all new utilities related to fire, stormwater, and domestic water lines.
- Specifications included on Drawings to match the scope of work.

Misc. Deliverables Checklist

- Meeting Agendas & Minutes – MGC to coordinate and issue all meeting agendas & minutes.
- Budget & Cost Management – MGC to issue budgets & cost management solutions to align scope of work to budget. This also includes contingency updates & allocation throughout the remaining design process. A budget update will be completed at the end of 60% Design (Design Development) & a GMP will be completed at the end of 90% Design (Construction Documents)
- Schedule–MGC to issue a master schedule for Preconstruction / Design phase as well as Construction.
- Constructability Review & Feasibility–MGC to continue working alongside consultants to ensure constructability & feasibility of the project.
- Quality Management & Design Review–MGC to continue working with consultants and owners to ensure quality throughout the design & construction.

ID	RISK DESCRIPTION	PROBABILITY	IMPACT	PRIORITY	MITIGATION STRATEGIES	OWNER	STATUS
1	Structural weakness may be uncovered during restoration						
2	Historical integrity may be compromised						
3	Delays due to obtaining permits for work on a historical building						
4	Potential for exceeding budget due to unforseen restoration complexities						
5	Weather-related delays affecting construction						
6	Difficulty sourcing period-accurate materials						
7	Damage to existing historical elements during construction						
8	Public opposition or litigation from historical preservation societies						
9	Accessability requirements may conflict with historical preservation guidelines						
10	Exhibit designer - design inputs						
11	Owner provided furniture layout / requirements						
12	Warming Kitchen equipment / layout						
13	Storage Spaces / layout						
14	Asbestos Abatement						
15	Elevator Size - EMS Access for stretcher						
16	Civil Engineer On Board						
17	Final Fire Sprinkler Design with FM						
18							
19							
20							

FOCUSED ON EXCELLENCE

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PROJECT FUNDING AGREEMENT BETWEEN THE CITY OF KERRVILLE, TEXAS, ECONOMIC IMPROVEMENT CORPORATION AND THE CITY OF KERRVILLE, TEXAS; FOR IMPROVEMENTS MADE TO THE HEART OF THE HILLS

THIS PROJECT FUNDING AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2024 ("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 which 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:

> *land, buildings, equipment, facilities, and improvements* found by the EIC to be required or suitable for use for professional and amateur sports, including children's sports, athletic, *entertainment, tourist*, convention, and public park purposes and events, including stadiums, ball parks, *auditoriums, amphitheaters,* concert halls, *parks and park facilities, open space improvements, museums, exhibition facilities*, and *related store, restaurant, concession*, *and automobile parking facilities*, related area transportation facilities, and related roads, streets, and water and sewer facilities, *and other related improvements* that enhance any of these items described by Section 505.152 of the Act (emphasis supplied); and

WHEREAS, the City owns the A.C. Schreiner House (the "House"), which is located adjacent to the Butt-Holdsworth Memorial Library; and

WHEREAS, the City has a *Development and Management Agreement* with the Heart of the Hills Heritage Center, Inc. ("HHHC"), where the City and HHHC desire to develop, renovate, and improve the House, which the HHHC will occupy, use, and manage as a museum and public venue that reflects and displays the culture and heritage of Kerr County and the surrounding Texas Hill Country; and

WHEREAS, the City and HHHC have spent time over the last year, along with

the City's design-build consultant, developing both a scope of work and estimated costs for the various work and additions that must be made to the House to transform it into a public facility; and

WHEREAS, based upon presentations from City staff and the HHHC regarding their shared ideas for the public museum, the EIC included an estimated cost of the proposed work for the House as part of its bond issuance, which the EIC and City Council both approved in 2023; and

WHEREAS, the City currently estimates the total cost of the work to be $5,304,000.00, such work referred to herein as "Project"; and

WHEREAS, the City, following approval from its City Council, seeks grant funding from the EIC in the amount of $2,000,000.00, for a portion of the estimated 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 buildings, equipment, facilities, and improvements required or suitable for use for entertainment, tourist, convention, purposes and events, including auditoriums, exhibition facilities, and related store, restaurant, concession, and other related improvements that enhance any of the items described by Section 505.152 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 June 6, 2024, and held a hearing regarding same on June 17, 2024; and

WHEREAS, on July 15, 2024, in a meeting that was open to the public in accordance with the Texas Open Meetings Act, the EIC held a 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 design work and then construction based upon the proposed phasing plan, estimated costs, and facility layout, as specified in **Exhibit A** ("*A.C. Schreiner House & Grounds SD Budget & Phase II Pre-Construction*"), attached hereto, and

included herein for all purposes. City will manage the funding it receives and the design, bidding, management, and construction of the Project. City shall not substantively alter the description of the Project in any respect without the prior approval of the EIC. 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 ($5,304,000.00), 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 $2,000,000.00 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 anticipates that construction activities will begin on or before October 1, 2025 and that substantial completion of the House will occur on or before January 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) January 1, 2026, 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	**CITY OF KERRVILLE, TEXAS ECONOMIC IMPROVEMENT CORPORATION**
_____	_____
Joe Herring Jr., Mayor	Kim Clarkson, President
ATTEST:	ATTEST:
_____	_____
Shelley McElhannon, City Secretary	Kesha Franchina, Secretary for the EIC

APPROVED AS TO FORM:

_____
Michael C. Hayes, City Attorney

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

SUBJECT: Presentation of the FY2025 Proposed Budget for the Kerr Economic Development Corporation (KEDC). *(J Behrens, Director of Finance/G Salinas, KEDC)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** June 23, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

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

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

Kerr Economic Development Corporation (KEDC) FY2025 Proposed Budget and funding request from EIC to be presented by Gil Salinas.

RECOMMENDED ACTION:

Consider and approve the FY2025 budget for the KEDC.

ATTACHMENTS:

KEDC FY2025 Proposed Budget.pdf
KEDC Performance Metrics.pdf
Annual Report.pdf
Funding Request.pdf

KEDC Proposed Budget

	FY2023 Actual	FY2024 Budget	FY2024 Amended Budget*May 2024	FY2025 Budget	$ Change Compared to FY2024 Original Budget	% Change Compared to FY2024 Original
Revenues						
EIC	312,500	343,750	343,750	343,750	-	0%
City of Kerrville	62,500	68,750	68,750	68,750	-	0%
KPUB	62,500	68,750	68,750	68,750		0%
Kerr County	62,500	68,750	68,750	68,750	-	0%
Sponsored Event Revenue	3,060	-	-	-	-	0%
Total Revenues	**503,060**	**550,000**	**550,000**	**550,000**	**-**	0%
Expenditures						
Business Recruitment	10,357	16,000	12,000	20,000	4,000	25.0%
Website	9,757	12,000	1,800	1,800	(10,200)	-85.0%
Marketing	31,760	10,000	22,600	34,000	24,000	240.0%
Travel, Meetings & Conferences	57,447	58,200	55,900	60,900	2,700	4.6%
Total Business Expenses	**109,320**	**96,200**	**92,300**	**116,700**	**20,500**	**21.3%**
Accounting Fees	1,510	1,000	1,000	1,000	-	0.0%
Outside Contract Services	37,050	20,000	61,000	41,000	21,000	105.0%
KEDC Service Agreement	9,000	8,900	8,900	8,900	-	0.0%
Total Contract Services	**47,560**	**29,900**	**70,900**	**50,900**	**21,000**	**70.2%**
Office Supplies	404	2,000	1,100	1,100	(900)	-45.0%
Dues & Subscrptions	10,016	8,000	9,500	9,500	1,500	18.8%
Telephone & Internet	740	500	750	750	250	50.0%
Office Lease	9,702	9,600	9,600	9,600	-	0.0%
Other Operations	5,152	2,700	-	-	(2,700)	-100.0%
D&O Liablity Insurance	2,557	1,000	1,050	1,050	50	5.0%
Total Operations	**28,571**	**23,800**	**22,000**	**22,000**	**(1,800)**	**-7.6%**
Salaries	245,822	283,500	278,500	290,000	6,500	2.3%
Benefits	38,788	28,000	46,200	46,200	18,200	65.0%
Training	-	1,500	-	-	(1,500)	-100.0%
Payroll Taxes	20,756	18,700	18,700	24,200	5,500	29.4%
Total Personnel Services	**305,366**	**331,700**	**343,400**	**360,400**	**28,700**	**8.7%**
Sponsored Events	40,669	47,000	-	-	(47,000)	-100.0%
Total Sponsored Events	**40,669**	**47,000**	**-**	**-**	**(47,000)**	**-100.0%**
Total Expenditures	**$ 531,487**	**$ 528,600**	**$ 528,600**	**$ 550,000**	**$ 21,400**	**4.0%**
Net Revenues / Expenditures	**$ (28,427)**	**$ 21,400**	**$ 21,400**	**$ -**		

DELIVERABLES & METRICS FY24/25
July 15, 2024

EXECUTIVE SUMMARY: The following are the deliverables and metrics the KEDC staff must either meet or exceed as part of the organization's annual performance evaluation. The four stakeholders of the KEDC and its board convened in 2022 for a three-hour retreat to create alignment around recommendations for future economic development activities, of which the following key performance deliverables were approved:

Business Retention & Expansion:	**Deliverable**	**YTD**
Visits to Local Industry	30	58
Place Branding, Marketing:		
Social Media Engagements	52	54
Economic Development Articles	12	30
Speaking Engagements, Podcasts	4	11
Human Capital:		
Industry Roundtables	4	2
Encouraging Entrepreneurs:		
Seminars, Workshops, Events	6	5
Corporation Recruitment:		
Lead Generation	24	21
Prospect/Site Selectors Hosted	4	5
Stakeholder Communication:		
Annual Economic Development Event	1	1
Quarterly Reporting	4	3

STAKEHOLDER GROUPS: of the KEDC: Kerrville Economic Improvements Corporation, City of Kerrville, Kerr County and Kerrville Public Utility.

NOTE – The Key Performance Deliverables are in alignment with the 2050 Your Vision Comprehensive Plan and are integrated into the KEDC 3-Year Strategic Plan.

Kerr
ECONOMIC DEVELOPMENT CORPORATION

2024 ANNUAL REPORT

ECONOMIC DEVELOPMENT

A WORD FROM THE KEDC Board President

Dear Stakeholders,

As the Board President of the Kerr Economic Development Corporation, it is my privilege to introduce the 2024 Annual Impact Report, which showcases a year of remarkable achievements and steadfast progress towards our economic goals for Kerr County. The historic accomplishment we achieved this year and our future goals would not have been possible without our staff, Gil Salinas (Executive Director), Katie Milton Jordan (Deputy Director), the KEDC Board of Directors, and our stakeholders funding commitment.

This past year, KEDC has been at the forefront of transforming challenges into opportunities and highlighting our community's resilience and innovative spirit. Our efforts have centered on enhancing the economic landscape of Kerrville and surrounding areas, ensuring that the foundation we build today will support sustainable growth and prosperity for generations.

One of the highlights of this year, which we are particularly proud of, was the successful attraction of significant investments to our region. These include Megaacrete, progress in sustainable Childcare, our Quarterly Roundtables and updated BRE Program. These ventures not only promise to bring jobs and boost our local economy but also reinforce Kerrville's position as a leading destination for business and innovation in Texas.

As we reflect on the past year's successes, it is time to look forward. The coming year holds great potential, and with our strategic initiatives in place, we are poised to continue our trajectory towards substantial economic development. Our commitment remains strong to fostering an environment where businesses thrive and our community members enjoy a high quality of life.

Thank you for your continued support and partnership. Together, we are setting the stage for a future that all of Kerr County can be proud of.

Gratefully,
Todd Bock

Board President
Kerrville Economic Development Corporation

Kerr ECONOMIC DEVELOPMENT CORPORATION

"The KEDC is tasked with fostering the growth of the community through the recruitment of industry, expansion of local business and up-skilling of our talent, all while making sure we retain the fabric of the Texas Hill Country."

— Gilberto Salinas

Gilberto Salinas is the Executive Director of the Kerr Economic Development Corporation in Kerrville, Texas, which is in Hill Country and part of the San Antonio-Austin business corridor. As the economic development executive in Kerrville, Texas, he is implementing strategies for business and corporate growth in an array of sectors which are tied to the recently launched 2050 Your Voice-Your City comprehensive plan.
Gil has created 21,000 jobs and more than $30 billion in capital investments in his 20 years in Economic Development, of which he has been named on the coveted list of Top 50 Economic Developers in North America.
Salinas earned a Bachelor of Journalism from the University of Texas at Austin and a Master of Arts in Communication from the University of Texas–Pan American.

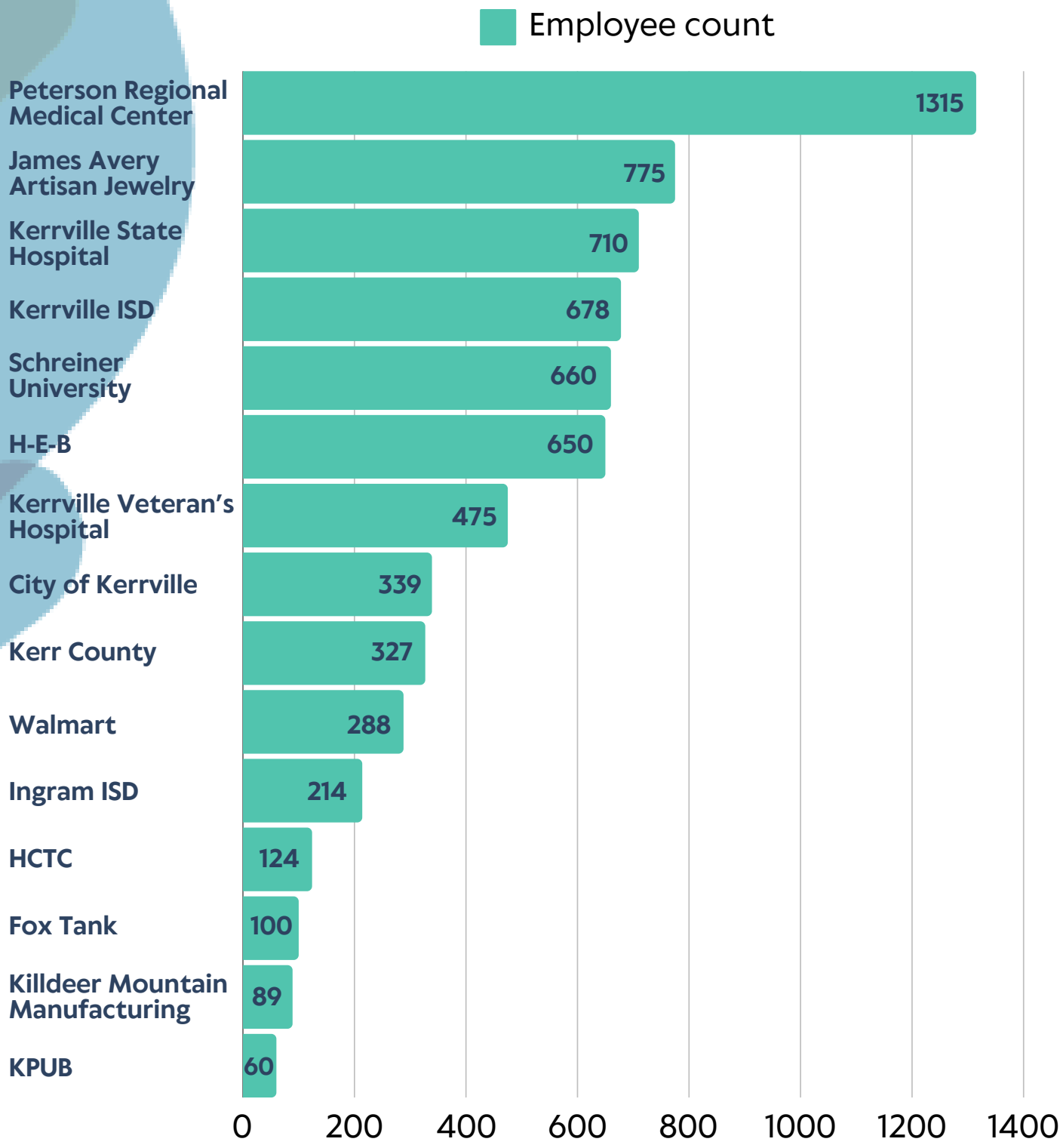
Katie Milton Jordan, MBA, serves the Kerr EDC as Deputy Director. She is an entrepreneur who helps small business owners maximize productivity, profitability, and peace. She believes the world would be a better place with even more small businesses. Katie has lived abroad in three countries and traveled to over eighteen. She holds certifications in the Neuroscience of Leadership, Certified Exit Planning Advisor, Certified Business Intermediary, and an MBA in Ethical Leadership from Schreiner University.

Driving growth, fostering innovation, empowering businesses, and building a prosperous future for Kerrville

We conducted a survey in which participants were asked to rate their likelihood of recommending KEDC to a friend on a scale of 1-10.

Remarkably, all respondents gave it a perfect score of 10.

BUSINESS RETENTION & EXPANSION IMPACT



*Data is approximate at the date of printing

Texas Resiliency Hub

When the COVID-19 pandemic hit the region, the Kerr Economic Development Corporation (KerrEDC) knew that without action, their small businesses and residents would be hit the hardest. What they needed to learn was how best to serve their community.

To do so, they brought together partners from local industries, workforce organizations, and educators to talk through the challenges they were facing and how best to address them.

The initial success of these conversations developed into a long-standing quarterly roundtable, where KerrEDC facilitates conversations on how best to proactively address new challenges that arise in their community.

Read the white paper and watch the video here:
https://texasresiliencyhub.org/kerrville

Quarterly Roundtables

KerrEDC established a four-way partnership between economic development, workforce, industry, and education organizations to form their quarterly roundtables. While this program was originally created in response to the challenges COVID-19 presented in 2020, they have since evolved into proactive and action-oriented discussions that address a wide range of regional challenges.

"The KEDC board is doing some of the most important work for the future of Kerr County. The mix of local leaders is refreshing and extremely competent. If you want to work with a group who are truly committed to making a difference, KEDC is the place to be."
- Judge Rob Kelly, Kerr County

"This was my first time attending a round table with KEDC. The event exceeded my expectations. It was well organized and the attendees were welcoming. I walked away with a better understanding of what some of my peers do within the community and perhaps ways my team and I can contribute."
-Samantha Munoz, HCTC

Childcare Wins

Increased Workforce Participation

Direct Impact: Parents with childcare can work, boosting productivity. Economic Benefit: Higher employment rates increase local spending and economic growth. Reliable childcare allows more parents, especially women, to work or study, raising household incomes and stability.

Job Creation

Direct Impact: More childcare facilities require staff, creating community jobs.
Economic Benefit: These jobs provide income and stimulate the economy through increased consumption of goods and services.

Economic Multiplier Effect

Direct Impact: Money spent on childcare services circulates through the local economy as providers buy supplies and services locally. Economic Benefit: This circulation multiplies, potentially creating more jobs and business growth in related sectors.

Long-Term Educational Benefits

Direct Impact: Quality childcare programs improve education outcomes, preparing children for academic success. Economic Benefit: A more educated workforce attracts higher-paying employers, enhancing overall economic prosperity.

Reduction in Childcare Deserts

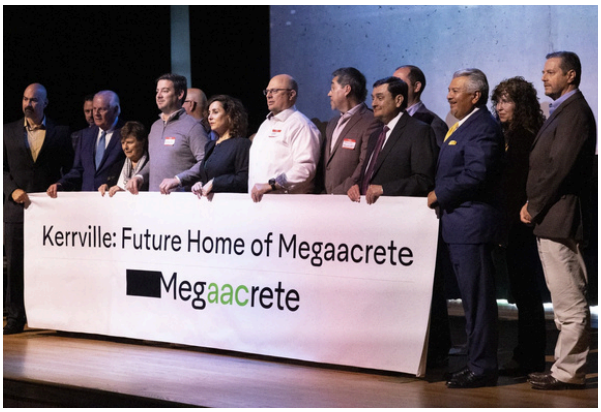
Direct Impact: More childcare seats reduce shortages, especially in underserved areas.
Economic Benefit: This makes the region more attractive to businesses and residents who consider childcare availability when relocating or starting a business.

BRE Efforts

The Kerr Economic Development Corporation's Business Retention & Expansion efforts are designed to build strong relationships with existing businesses, understand their needs, and address any challenges they may face. By conducting regular visits and surveys, KEDC gathers valuable insights into the operational hurdles and opportunities within the local business community. This proactive approach allows KEDC to provide tailored support and resources, ranging from workforce development and training programs to facilitating access to financing and incentives.

At a Glance (YTD)

Visits:	58
Recieved Resources:	25
Jobs Retained:	1,922



Megaacrete

Executives from Project Mount Saddle's headquarters conducted numerous site visits to Kerrville in 2023, where they met with different community stakeholders and toured proposed sites for their operation. The company selected Kerrville for its proposed future operation at a site adjacent to the Kerrville Municipal Airport and within the area zoned for industry and manufacturing. In economic development terms, this is a 'game changing' project not only for the city but for the region as its economic impact will be of significance for years to come.

At a Glance

Capital Investment: $50 million (primarily in equipment)
Incentives: $1.2 M (Land)
Job Creation: 70 primary jobs/ 180 indirect jobs
Wages: $54,000 annual, above Average County Wages
Economic Boon: Est. $58 million 5-yr. economic impact

Texas Venture Crawl

The Texas Venture Crawl is a simultaneous statewide startup and investor networking experience founded in 2022 and is a partnership between Texas Venture Alliance and leading cohosts all across Texas.

- Keynote speakers
- Inspiring talks and panel discussions with industry leaders
- Networking opportunities to connect with fellow innovators, entrepreneurs, and investors

Attend our next event for a chance to dive into the Texas startup scene and get inspired by the best in the business. Whether you're a seasoned pro or just getting started, the Texas Venture Crawl has something for everyone.

Register Soon at Kerredc.com

October 3rd, 2024
Kerrville, TX

KMM & Schreiner University's Partnership

The Engineering and Technology Lab at Killdeer Mountain Manufacturing, Inc (KMM) Kerrville is the newest of Schreiner University's laboratories. It was made possible through a unique partnership with KMM and funded through a Department of Education grant. The space sits just five miles from the main campus and provides an array of new equipment for students on both the mechanical and civil engineering tracks while supporting the school's Engineering-focused student organizations.

At a Glance

KMM is expected to generate more than $80 million in economic activity and more than $32 million in value-add to the community in the next 20 years. In addition to the 400 direct jobs, KMM will generate 68 indirect and 92 induced jobs. They're also exxpected to generate approximately $3.76 million in total sales tax revenue and $1.5 million in city and county tax revenues.

Testimonials

"KEDC has been a great partner to WSA as we strive to help the community with workforce and developmental needs. They are the driving force for helping bring employers and jobs to the Kerrville area and we look forward to our continued and future partnership."
-Daisey Vega, Workforce Solutions Alamo

"KEDC has focused on development conducive to the landscape of our community. Two significant companies will contribute to our positive economic trend in the future. Kuddos to them for helping Kerrville grow responsibly towards tomorrow."
- Brenda Hughes , Kerrville City Council Member

"KEDC is very attentive to the needs of local businesses and able to think on a global scale."
-Kristin Hedger, Killdeer Mountain Manufacturing, Inc.

KEDC STAFF

Gilberto Salinas,
Executive Director

Katie Milton Jordan, **MBA**
Deputy Director

KEDC BOARD

Todd Bock, KEDC Chair
Rob Kelly, County Judge
Jonathan Letz, County Commissioner
Joe Herring, Jr., Mayor
Gregg Appel, EIC
Dalton Rice, City Manager
Mike Wittler, KPUB
Julie Davis, KCVB
Dr. Brett Ringo, KISD
Charlie McIlvain, Kerrville COC
Dr. Mindy Curran, IISD

Our Mission:

To retain existing jobs and create new job opportunities in Kerrville and Kerr County, which helps benefit the Hill Country quality of life we all enjoy.

Our Vision:

To nurture Kerrville and Kerr County into a dynamic hub of economic growth and employment opportunities, enriching the Hill Country lifestyles that we cherish.

July 15, 2024

Chair Kim Clarkson and Board Members of
Kerrville Economic Improvement Corp.
701 Main Street, Kerrville, TX 78028

RE: Funding Request for FY 24/25

Dear Mrs. Clarkson:

Please consider this letter as our formal request for annual funding of the Kerr Economic Development Corporation in the amount of $343,750 for Fiscal Year 2024-2025.

At the KEDC we continue on our mission of fostering the economic growth of the greater Kerrville area. A perfect example of such growth is the recruitment and announcement of the multi-million dollar and state-of the-art Megaacrete Inc. advanced manufacturing operation in the Airport industrial area.

Our economic development efforts are done through the support of our local industry, recruitment of companies such as Megaacrete and Killdeer Mountain Manufacturing, the creation and retention of quality jobs, expansion of capital investment and infusion of new tax dollars into our community.

Attached to this letter are the KEDC's Peformance Metrics and 2024 Annual Report, which covers:

- Texas Resiliancey Hub recognition
- Quarterly Roundtables
- Childcare Initiatives
- Awards from the International Economic Development Council
- Business Retention & Expansion Program
- Megaacrete Announcement
- Texas Venture Crawl
- Partnership between Killdeer Mountain Manufacturing and Schreiner University
- Testimonials of the KEDC
- And a Letter from the KEDC President Todd Bock

We appreciate your continued support in helping with the overall mission of growing and diversifying the economic base of the greater Kerrville area.

Sincerely,

Gilberto Salinas
Executive Director
Kerr Economic Development Corp.
1700 Sidney Baker, Ste. 100, Kerrville, Texas 78028

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

SUBJECT: Fiscal Year 2025 Proposed Budget for the Economic Improvement Corporation (EIC) *(T Rodriguez, Asst Director of Finance/J Behrens, Director of Finance)*

AGENDA DATE OF: July 15, 2024 **DATE SUBMITTED:** July 12, 2024

SUBMITTED BY: Julie Behrens , Director of Finance

EXHIBITS:

Expenditure Required:

The Kerrville Economic Improvement Corporation (EIC) is a component unit fund within the City of Kerrville and operates as a financially separate entity. EIC considers and approves a budget that must be approved by City Council as part of the City's budget process.

PAYMENT TO BE MADE TO: N/A

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

SUMMARY STATEMENT:

RECOMMENDED ACTION:

Consider & approve proposed budget.

ATTACHMENTS:

FY25 EIC Proposed Budget.pdf

ECONOMIC IMPROVEMENT CORPORATION

FY2025 PROPOSED BUDGET

FY2025 Proposed Budget Revenues

	FY2024 Budget	FY2024 Estimate	FY2025 Budget
Revenues			
Sales and Use Tax	5,262,270	5,172,506	5,262,270
Interest Income	161,000	1,300,178	901,454
Bond Proceeds	-	20,000,000	-
Total Revenues	$ 5,423,270	$ 26,472,684	$ 6,163,724

- Sales Tax Revenue – flat with FY2024 budget
- Interest Revenue – projected 4% earnings on average daily cash balance + ST investment income
- FY2024 estimated $20M surplus due to revenue bond proceeds
  - Will cover quality of life expenditures in FY2025

FY2025 Proposed Budget Expenditures

	FY2024 Budget	FY2024 Estimate	FY2025 Budget
Expenditures			
Administrative			
Supplies and Miscellaneous	650	50	650
Legal Services	10,000	4,550	10,000
Training	10,000	-	10,000
Professional Services	205,000	205,000	210,000
Kerr Economic Development Corp.	343,750	343,750	343,750
Total Administrative	569,400	553,350	574,400
Debt Service			
Debt Service - Series 2015 (KSC)	605,700	605,700	605,700
Debt Service - Series 2019 Ref (River Trail)	251,506	251,506	251,506
Debt Service - Series 2020 Ref (River Trail)	233,500	233,500	233,500
Debt Service - Series 2023 (Quality of Life)	-	1,654,297	1,468,750
Total Debt Service	1,090,706	2,745,003	2,559,456
Project Contributions			
Airport Projects	9,535	-	-
Sid Peterson Memorial Hospital	800,000	800,000	-
Downtown Utilities/Streetscape	400,000	380,000	-
Downtown River Trail	500,000	183,487	-
Travis Street Pump Station Upgrades	750,000	100,000	500,000
Scott Schreiner Golf Course Improvements	-	396,739	3,603,261
Olympic Pool Improvements	-	150,000	4,500,000
Cailloux Theater Roof & HVAC	-	-	4,000,000
Schreiner University Athletics & Talent Dvlpmt	-	-	1,500,000
Habitat for Humanity Mariposa Subdivision	-	300,000	800,000
Total Projects	2,450,000	2,310,226	14,903,261
Total Expenditures	$ 4,110,106	$ 5,608,579	$ 18,037,117
Net Revenue (Expenditures)	**$ 1,313,164**	**$ 20,864,105**	**$ (11,873,393)**

- COK – 2.5% increase over FY2024
- KEDC – flat with FY2024

- Debt Service payments per debt schedule

- Budgeted for committed projects as of July 2024
  - Worked with Engineering staff to determine design/bid/construction timelines

Questions?