



City of Fredericksburg

City Council Regular Meeting Agenda
Tuesday, September 19, 2023 ~ 9:00 AM
Law Enforcement Center
1601 E. Main Street
Fredericksburg, Texas 78624

Jeryl Hoover, Mayor
Bobby Watson, Mayor Pro Tem
Tony Klein, Councilmember

Randy Briley, Councilmember
Emily Kirchner, Councilmember
Clinton Bailey, City Manager

The City of Fredericksburg City Council will meet in a regular session on Tuesday, September 19, 2023, at 9:00 AM. Link to City of Fredericksburg YouTube Channel (Fredericksburg, Texas USA - YouTube <https://www.youtube.com/c/FredericksburgTexasUSA>).

The City Council welcomes citizen participation and comments at all City Council Meetings on Agenda Items.

Comment Card for Written or Verbal Comments-submitted by 4:00 p.m. the day before the meeting.

- i. Complete the Comment Card online at www.fbgtx.org;
- ii. Make sure to check the appropriate box (verbal or written);
- iii. Only one (1) agenda item per Comment Card.

Sign up in person between 8:30 a.m. and 9:00 a.m. at the meeting location.

- i. Only one (1) agenda item per Comment Card;
- ii. Speakers will be limited to 3 minutes to speak. **Please Note:** The Mayor can reduce the number of minutes for any speaker during Public Comment on a single agenda item depending on the number of people who sign up for it.
- iii. Any citizen with handouts should provide them to the City Secretary before speaking. If you wish the City Council to receive your handouts for the meeting, please provide ten (10) copies; if not, the City Council will receive your handouts the following day.

NOTE: The City Council may adjourn into Executive Session to consider any item listed on this agenda if a matter is raised that is appropriate for discussion. An announcement will be made of the basis for the Executive Session discussion. The City Council may also publicly discuss any item listed on the agenda for Executive Session.

Attendance By Other Elected or Appointed Officials: It is anticipated that the Planning & Zoning Commission, Historic Review Board, Charter Review Committee, and Board of Adjustments members may attend the City Council Meeting at the date and time above in numbers that may constitute a quorum. Notice is hereby given that at the City Council Meeting at the date and time above, no Board or Commission action will be taken by such in attendance unless such item and action are specifically provided on a separate agenda posted subject to the Texas Open Meeting Act. This is not an agenda of an official meeting of the City Boards and Commissions, and minutes will not be taken.

1. CALL TO ORDER

2. INVOCATION

Annette Bennett, City resident, will lead the Invocation

3. PLEDGE OF ALLEGIANCE

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

5. COUNCIL COMMENTS

6. CONSENT

THE FOLLOWING ITEMS MAY BE ACTED UPON IN A SINGLE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THESE ITEMS WILL BE HELD UNLESS PULLED AT THE REQUEST OF A MEMBER OF THE CITY COUNCIL.

A. Consider approval of City Council Minutes for the following meetings (Shelley Goodwin, City Secretary):

- i. August 21, 2023, Work Session
- ii. September 5, 2023, Regular Meeting
- iii. September 5, 2023, Work Session

7. ORDINANCES, RESOLUTIONS AND PUBLIC HEARINGS

A. Consider the adoption and approval of the City Budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, and making appropriations for each department and account (Krista Wareham, Director of Finances)

- i. Receive a presentation and Public Hearing on the Proposed Budget for the City of Fredericksburg, Texas, for Fiscal Year 2023-2024
- ii. Consider Ordinance No.2023-12, an Ordinance adopting the Annual Budget for the City of Fredericksburg, Texas, for the Fiscal Year, beginning October 1, 2023, and ending September 30, 2024, in accordance with Chapter 102, Local Government Code; and appropriating the various amounts thereof

B. Consider the adoption of the 2023 Tax Rate (Krista Wareham, Director of Finance)

- i. Presentation and Public Hearing on the Proposed Ad Valorem Property Tax Rate for the 2023 Tax year at 0.181386 cents per each \$100 of taxable value
- ii. Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2023-224 Budget
- iii. Consider the tax rate of \$0.168637 per one hundred dollars (\$100.00) of assessed valuation for the General Fund Maintenance and Operations (roll call vote)
- iv. Consider a tax rate of \$0.012749 per one hundred dollars (\$100.00) of assessed valuation for the retirement of debt service through the Interest and

- Sinking Fund (roll call vote)
- v. Consider a tax rate of \$0.181386 per one hundred dollars (\$100.00) of assessed valuation (roll call vote)
 - vi. Consider Ordinance No. 2023-13, an Ordinance setting the Ad Valorem Property Tax Rate for the 2023 Tax Year at 0.181386 cents per each \$100 of taxable value (roll call vote)
- C. Consider the approval of Ordinance 2023-14 amending Section 24.400, "Fees For Use of Ladybird Johnson Park and Campgrounds," of Article 24.000, "Recreational Fees," of Appendix A, "Fee Schedule," of the Code of Ordinances, City of Fredericksburg, Texas, by amending the fee schedule for the use of Ladybird Johnson Park and Campgrounds; providing that this Ordinance shall be cumulative of all Ordinances; providing a severability clause; and providing an effective date (Andrea Schmidt, Director of Parks and Recreation)
- D. Consider the approval of Public Works Utility Fees amendments, including Water/Wastewater and Sanitation Department Fees (Kris Kneese, Director of Public Works and Utilities):
- i. Ordinance 2023-15, amending Article 16.000 - Water and Sewer Rates and Fees, of Appendix A - Fee Schedule, of the Code of Ordinances, to update and amend the Fees for Water and Sewer Utility Services provided by the City
 - ii. Ordinance 2023-16, amending Article 18.000 - Fees for Sanitary Landfill Service provided by the City

8. OTHER ACTION ITEMS AND UPDATES

- A. Consider approving the extension of a Maintenance Agreement with Jani-King for janitorial services at City facilities not to exceed \$171,000 (Andrea Schmidt, Director of Parks and Recreation)
- B. Consider approving the extension of the Agreement to provide Aquatics Facilities Cleaning Services to Cornerstone Pools (Andrea Schmidt, Director of Parks and Recreation)
- C. Continued discussion regarding the need for affordable housing (Mayor Hoover)

9. CITY MANAGER'S REPORT

- A. Renewable Energy Update
- B. City Manager Monthly Update

10. ITEMS FOR FUTURE AGENDAS

- A. Review the Future Agenda Spreadsheet

11. ADJOURN

CERTIFICATION

This is to certify that I, Shelley Goodwin, posted this Agenda at 12:05 p.m. on September 15, 2024, on the bulletin board of the City of Fredericksburg City Hall, 126 W. Main St., Fredericksburg, Texas.

A handwritten signature in blue ink, reading "Shelley Goodwin". The signature is stylized with a large, looping 'S' and 'G'.

Shelley Goodwin, TRMC/CMC
City Secretary



City of Fredericksburg
CITY COUNCIL WORK SESSION MINUTES
MONDAY, AUGUST 21, 2023 ~ 5:00 PM.
LADY BIRD JOHNSON GOLF COURSE - CARDINAL ROOM
341 GOLFERS LOOP
FREDERICKSBURG, TEXAS 78624

Mayor Jeryl Hoover
Mayor Pro-Tem Bobby Watson
Councilmember Emily Kirchner
Councilmember Tony Klein
Councilmember Randy Briley

Members Absent:

None

City Staff Present:

Clinton Bailey, City Manager
Garret Bonn, Assistant City Manager
Lynn Bizzell, Fire Chief
Brian Vorauer, Police Chief
Andrea Schmidt, Director of Parks and Recreation
Kris Kneese, Director of Public Works and Utilities
Evan Williamson, Assistant City Engineer
Anna Hudson, Director of Development Services
Justin Calhoun, Emergency Management Coordinator
Lea Feuge, Public Information Officer
Krista Wareham, Director of Finance
David Kellam, Finance Manager
Tammie Loth, Director of Human Resources
Eric Whiting, Director of Information Technology
Leslie Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Hoover called the Work Session Meeting of the Fredericksburg City Council to order at 5:00 p.m. on Monday, August 21, 2023. He announced that a quorum had been met.

2. FISCAL YEAR 2023/2024 PROPOSED BUDGET

A. Receive comments from Clinton Bailey, City Manager

Clinton Bailey, City Manager, stated the purpose of the meeting was to set the proposed Tax rate tonight. He noted that Staff has been working on some cuts or possible delays to balance the budget.

B. Presentation of the proposed FY2024 Budget

C. Hold a public hearing to receive comments for or against the Proposed Budget for Fiscal Year 2024 (October 1, 2023, through September 30, 2024). The budget will raise more total property taxes than last year's budget by \$178,290, a 3.02% increase, and of that amount, \$207,455 is tax revenue to be raised from new property added to the tax roll this year.

Motion: A motion was made by Councilmember Watson, seconded by Councilmember Klein, to go out of the Work Session Meeting and into the Public Hearing at 5:02 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

Annette Bennett, City resident, encouraged the City Council to face the audience when speaking. She also spoke on the lowering of the Tax Rate and cutting the proposed budget for essential expenditures only.

Mayor Hoover read Jeannett Hormuth's written comments to be entered into record.

Motion: A motion was made by Councilmember Kirchner, seconded by Councilmember Watson, to go out of the Public Hearing and into the Regular Meeting at 5:07 p.m. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

The City Council discussed the following:

- New property coming online
- Proposed budget
- No new Revenue rate
- Hospital taxes
- 100 new homes

D. Discussion with Dan Wegmiller, Managing Director of Specialized Public Finance, Inc., regarding the issuance of debt

The Agenda Item was rescheduled to a later date.

3. 2023 TAX RATE

A. Review the 2023 No-New Revenue, Voter-Approval, and De Minimis Tax Rate Calculations

Krista Wareham, Director of Finance, provided the attached PowerPoint. She noted last year's no new revenue rate at \$0.165262 and this year and this year \$0.165180.

Scott Fair, Chief Appraiser for Gillespie Central Appraisal District, provided the different deadlines related to property tax and calculations.

The City Council discussed the following:

- Debt rate
- Valuations and Sales Tax predictions for next several years
- 4,150 protests this year

B. Consider the proposed 2023 Tax Rate by recorded roll call vote

Motion: A motion was made by Councilmember Kirchner, seconded by Councilmember Watson, to approve the proposed 2023 Tax Rate at \$0.181386 to use to develop the FY2024

Budget. The City Council voted on roll call:

Mayor Hoover	aye
Mayor Pro Tem Watson	aye
Councilmember Briley	aye
Councilmember Kirchner	aye
Councilmember Klein	aye

The motion carried unanimously.

C. Review the remaining Tax Rate adoption process and schedule

Clinton Bailey, City Manager, stated the 2023 Tax Rate public hearing is scheduled for September 13, 2023, at 6:00 p.m.

The City Council agreed by consensus to continue to make cuts to the proposed FY2024 Budget and bring it back for adoption.

4. ANNOUNCEMENTS

A. The City Council will adopt the 2023 Tax Rate and FY2024 Budget on September 19, 2023, at their Regular Meeting scheduled for 9:00 a.m. at the Law Enforcement Center

Clinton Bailey, City Manager, announced the 2023 Tax Rate and FY2024 Budget will be considered on September 19, 2023, at their Regular Meeting scheduled for 9:00 a.m. at the Law Enforcement Center.

5. ADJOURN

With no other business, Mayor Hoover adjourned the August 21, 2023, City Council Work Session Meeting at 5:40 p.m.

Jeryl Hoover
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



City of Fredericksburg
CITY COUNCIL REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 5, 2023 ~ 9:00 a.m.
LAW ENFORCEMENT CENTER
1601 E. MAIN STREET
FREDERICKSBURG, TEXAS 78624

Mayor Jeryl Hoover
Mayor Pro-Tem Bobby Watson
Councilmember Emily Kirchner
Councilmember Tony Klein
Councilmember Randy Briley

Members Absent:

None

City Staff Present:

Clinton Bailey, City Manager
Mick McKamie, City Attorney
Garret Bonn, Assistant City Manager
Lynn Bizzell, Fire Chief
Andrea Schmidt, Director of Parks and Recreation
Kris Kneese, Director of Public Works and Utilities
Anna Hudson, Director of Development Services
Derek Seelig, Police Lieutenant
Braxton Roemer, Police Lieutenant
Justin Calhoun, Emergency Management Coordinator
Lea Feuge, Public Information Officer
Jennifer Krupa, Special Events Coordinator/Assistant Director Parks and Recreation
Krista Wareham, Director of Finance
Aaron Anderegg, Assistant Director of Information Technology
Cody Oris, IT Specialist
Leslie Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Hoover called the Regular Meeting of the Fredericksburg City Council to order at 9:00 a.m. on Tuesday, September 5, 2023. He announced that a quorum had been met.

2. INVOCATION

Rev. Ted Bodjanac, Shepherd of the Hills Texas, led the Invocation.

3. PLEDGE OF ALLEGIANCE

Mayor Hoover led the Pledge of Allegiance.

4. CEREMONIAL MATTERS/PROCLAMATIONS/EMPLOYEE RECOGNITION

A. Proclaim September 17th through 23rd as Constitution Week (Daughters of the American Revolution)

Mayor Hoover read the Proclamation and proclaimed September 17th through 23rd as Constitution Week. He presented the Proclamation to Mollye Long, a DAR member.

Mollye Long, DAR member, provided information on the upcoming 2023 Constitution Luncheon in Fredericksburg on Wednesday, September 20, 2023, at the Cardinal Room. She noted that their neighboring DAR Kerr Chapter will be in attendance. She also stated that Constitution books will be passed out at the local high school.

Derek Seelig, Police Lieutenant, introduced and provided background information on the following:

- Humberto Luna
- Trevor Mason

Jeannette Hormuth, City resident, encouraged everyone to read the Constitution and the State Constitution. She thanked the City for this Proclamation.

Annette Bennett, City resident, wished to speak on Future Agenda regarding the FY2024 Budget. She encouraged the City Council to reduce spending to growth and inflation.

5. COUNCIL COMMENTS

Councilmember Briley stated he filled in for Mayor Hoover on August 25th in a meeting in Johnson City, with other neighboring cities.

Councilmember Kirchner stated she attended the following:

- The same meeting on August 25th with Councilmember Briley; she felt it was beneficial to visit neighboring Cities, several members of Representatives Ellen Troxclair and Chip Roy's staff were in attendance.
- The Hill Country Leadership Institute in Marble Falls with Clinton Bailey, City Manager, last month. The meeting was with TxDOT Officials, and the discussion was about regional issues.
- Since the last City Council Regular Meeting, there have been two Budget Work Sessions, and there is another one this afternoon.
- Attended the Chamber of Commerce Community Child Care Conversation at Holy Ghost Lutheran Church
- Gillespie County Fair, which was a huge success despite the heat

Councilmember Klein spoke regarding an article in the newspaper about green lawns. He noted that even private wells must also follow the water conservation regulations.

6. CONSENT

A. Consider approval of City Council Minutes for the following meetings:

- August 9, 2023 Joint Special Meeting with Planning and Zoning Commission**
- August 10, 2023, Joint Budget Work Session with Gillespie County Commissioners Court**
- August 15, 2023, Regular Meeting**
- August 17, 2023, Work Session**

Motion: A motion was made by Councilmember Klein, seconded by Councilmember Kirchner, to approve the Consent Agenda Items 6. A. i. – iv. The City Council voted five (5) for and none (0) opposed. The motion carried unanimously.

7. OTHER ACTION ITEMS AND UPDATES

A. Receive a presentation on the City Council's duties and responsibilities regarding

development and construction

Mayor Hoover stated there are a lot of concerns with water and current development.

Mick McKamie, City Attorney, provided the attached PowerPoint on the City Council's responsibilities. Affordable housing is part of the City Council's responsibility to implement policies encouraging development for all income levels.

Kris Kneese, Director of Public Works and Utilities, said the last time an impact fee study was performed was in 2019.

The City Council discussed the following;

- State process for developing Impact Fees
- Context to look at when reviewing the quality of growth management policies
- Parkland Dedication Fees
- Open Space requirements
- Growth Management as an Agenda Item
- Development outside the City limits has City services
- Development of Interlocal Agreement with County

Anna Hudson, Director of Development Service, gave an update on the Comprehensive Plan and the timeline.

B. Continued discussion regarding the need for affordable housing

Councilmember Kirchner read a portion of an article regarding the different types of development. She also felt we should look at several avenues to address affordable housing.

8. ITEMS FOR FUTURE AGENDA

A. Review the Future Agenda Spreadsheet

Garret Bonn, Assistant City Manager, reviewed the Future Agenda spreadsheet and the upcoming Budget Meetings.

Jeannette Hormuth, City resident, spoke regarding the proposed FY2024 Budget vs. the growth of the City. She also spoke about the City Council regarding fiscal responsibility.

9. ADJOURN

With no other business, Mayor Hoover adjourned the September 5, 2023, City Council Regular Meeting at 10:32 a.m.

Jeryl Hoover
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



City of Fredericksburg
CITY COUNCIL WORK SESSION MINUTES
TUESDAY, SEPTEMBER 5, 2023 ~ 12:00 p.m.
CITY HALL – FIRE TRAINING ROOM
126 W. MAIN STREET
FREDERICKSBURG, TEXAS 78624

Mayor Jeryl Hoover
Mayor Pro-Tem Bobby Watson
Councilmember Emily Kirchner
Councilmember Tony Klein
Councilmember Randy Briley

Members Absent:

None

City Staff Present:

Clinton Bailey, City Manager
Garret Bonn, Assistant City Manager
Lynn Bizzell, Fire Chief
Brian Vorauer, Police Chief
Andrea Schmidt, Director of Parks and Recreation
Kris Kneese, Director of Public Works and Utilities
Evan Williamson, Assistant City Engineer
Anna Hudson, Director of Development Services
Justin Calhoun, Emergency Management Coordinator
Lea Feuge, Public Information Officer
Krista Wareham, Director of Finance
David Kellam, Finance Manager
Tammie Loth, Director of Human Resources
Eric Whiting, Director of Information Technology
Leslie Embrey, Administrative Assistant
Shelley Goodwin, City Secretary

1. CALL TO ORDER

Mayor Hoover called the Work Session Meeting of the Fredericksburg City Council to order at 12:00 p.m. on Tuesday, September 5, 2023. He announced that a quorum had been met.

2. FISCAL YEAR 2023/2024 PROPOSED BUDGET

A. Receive comments from Clinton Bailey, City Manager

Clinton Bailey, City Manager, stated the proposed budget was based on the voter approval rate. He reviewed the revenue and expenses.

B. Presentation and discussion on the proposed FY2024 Budget

Krista Wareham, Director of Finance, provided the attached PowerPoint and the items to be discussed.

The City Council discussed the following:

- Gillespie County employee salaries
- EDC budget pay raises in line with City staff
- Food and Wine Fest reduction
- Landfill fee increases
- LCRA radios - the remaining 10% included in the budget
- Police Department shortage and Housing Allowance (Step 1)
- Retention of all employees for the City
- Tourism District
- Fund Balance
- 2023 Tax Rate:
 - No-New-Revenue
 - Voter Approval
 - Legislative changes and limits

The City Council agreed by consensus to remain with the Voter Approval Rate.

Clinton Bailey, City Manager, reviewed the Capital Expenditure Request.

The City Council discussed the following outstanding items:

- Two Step Program for Emergency personnel and will revisit at mid-year
- Pickle Ball
- Marktplatz Special Event tiered levels for rental
- Gillespie County budget shared expenses

3. ANNOUNCEMENTS

A. The City Council will hold the following meetings related to the 2023 Tax Rate and FY2024 Budget:

- i. September 13, 2023, at 6:00 p.m. at the Lady Bird Johnson Golf Course- Cardinal Room at 341 Golfers Loop to hold a Public Hearing on the Proposed 2023 Tax Rate to receive comments**
- ii. September 19, 2023, at 9:00 a.m. at the Law Enforcement Center at 1601 E. Main to adopt the FY2024 Budget**
- iii. September 19, 2023, at 9:00 a.m. at the Law Enforcement Center at 1601 E. Main to adopt the 2023 Tax Rate**

Clinton Bailey, City Manager, announced the upcoming public hearing and the adoption of the FY2024 Budget and the 2023 Tax Rate.

4. ADJOURN

With no other business, Mayor Hoover adjourned the September 5, 2023, City Council Work Session Meeting at 1:38 p.m.

Jeryl Hoover
Mayor

Shelley Goodwin, TRMC/CMC
City Secretary



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary
TO: Mayor & City Council Members
FROM: Krista Wareham, Director of Finance
MEETING DATE: September 19, 2023

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Consider the adoption and approval of the City Budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, and making appropriations for each department and account (Krista Wareham, Director of Finances)

- i. Receive a presentation and Public Hearing on the Proposed Budget for the City of Fredericksburg, Texas, for Fiscal Year 2023-2024
 - ii. Consider Ordinance No.2023-12, an Ordinance adopting the Annual Budget for the City of Fredericksburg, Texas, for the Fiscal Year, beginning October 1, 2023, and ending September 30, 2024, in accordance with Chapter 102, Local Government Code; and appropriating the various amounts thereof
-

PRESENTATION:

SUMMARY:

The City Council is required to adopt the FY 2024 Budget.

BACKGROUND: The City began the FY2024 Budget:

- Process in May
- City Council held ten meetings (including one meeting with the County Commissioners)
- Two public hearings were held (3rd public hearing for the Tax Rate)

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

None

APPROVAL/REVIEW:



Krista Wareham, Director of Finance

Date: September 12, 2023

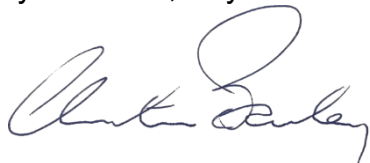
William McKamie, City Attorney

Date: September 12, 2023



Shelley Goodwin, City Secretary

Date: September 12, 2023



Clinton Bailey, City Manager

Date: September 15, 2023



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM: Krista Wareham, Director of Finance

MEETING DATE: September 19, 2023

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Consider the adoption of the 2023 Tax Rate (Krista Wareham, Director of Finance)

- i. Presentation and Public Hearing on the Proposed Ad Valorem Property Tax Rate for the 2023 Tax year at 0.181386 cents per each \$100 of taxable value
 - ii. Ratify the Property Tax Revenue Increase Reflected in the Fiscal Year 2023-224 Budget
 - iii. Consider the tax rate of \$0.168637 per one hundred dollars (\$100.00) of assessed valuation for the General Fund Maintenance and Operations (roll call vote)
 - iv. Consider a tax rate of \$0.012749 per one hundred dollars (\$100.00) of assessed valuation for the retirement of debt service through the Interest and Sinking Fund (roll call vote)
 - v. Consider a tax rate of \$0.181386 per one hundred dollars (\$100.00) of assessed valuation (roll call vote)
 - vi. Consider Ordinance No. 2023-13, an Ordinance setting the Ad Valorem Property Tax Rate for the 2023 Tax Year at 0.181386 cents per each \$100 of taxable value (roll call vote)
-

PRESENTATION:

SUMMARY:

The Texas Tax Code provides strict requirements for the tax rate adoption process. The City has followed these requirements of meetings, public hearings, and notice postings. The wording for the different motions will be provided at the meeting. All motions will require a roll call vote.

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

None

APPROVAL/REVIEW:



Krista Wareham, Director of Finance

Date: September 11, 2023

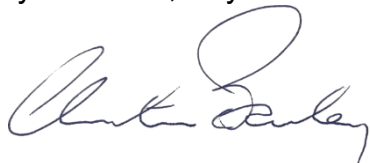
William McKamie, City Attorney

Date: September 11, 2023



Shelley Goodwin, City Secretary

Date: September 11, 2023



Clinton Bailey, City Manager

Date: September 15, 2023



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation

TO: Mayor & City Council Members

FROM:

MEETING DATE: September 19, 2023

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Consider the approval of Ordinance 2023-14 amending Section 24.400, "Fees For Use of Ladybird Johnson Park and Campgrounds," of Article 24.000, "Recreational Fees," of Appendix A, "Fee Schedule," of the Code of Ordinances, City of Fredericksburg, Texas, by amending the fee schedule for the use of Ladybird Johnson Park and Campgrounds; providing that this Ordinance shall be cumulative of all Ordinances; providing a severability clause; and providing an effective date (Andrea Schmidt, Director of Parks and Recreation)

PRESENTATION:

SUMMARY:

The RV rates at Lady Bird Johnson Municipal Park (LBJMP) were last raised in October 2020. Another increase is needed to cover the increase in costs and to be competitive with the current market. Staff researched other local RV parks for comparison and a table is attached with this information.

Staff recommends continuing with our six rates. Tier 1 will be our premium spots, including pull-throughs and the Horseshoe Loop. All other spots will be Tier 2. Staff recommends increasing the Tier 1 daily and weekly rates by approximately 15% and the monthly rates by approximately 17%, and the Tier 2 daily and weekly rates by 10% and the monthly rates by 15%.

The following fees are for occupancy of one recreational vehicle (non-tent) campsite, and the fees include water, electricity, sewer, basic cable and basic wireless access for one unit at each recreational vehicle campsite: Fees for all pull through or premiere pecan orchard /horseshoe loop recreational vehicle campsites: Daily rate from \$52.00 to \$59.00, Weekly rate from \$312.00 to \$354.00, Monthly rate from \$607.00 to \$710.00. Fees for all recreational vehicle campsites, other than pull through/horseshoe loop campsites: Daily rate from \$48.00 to \$52.00, Weekly rate from \$288.00 to \$312.00, Monthly rate from \$562.00 to \$646.00.

BACKGROUND:

The RV rates at LBJMP were last raised in 2020. At that time, rates increased from 20% to 35%. RV rates had not been raised in many years due to RV park renovations, so that increase was larger than the new proposed rate increase.

LBJMP does not offer discounts such as Good Sam, military, first responders, etc. LBJMP does not

meter electricity usage for monthly rates like most other local RV parks.

Monthly rentals are available from September 1st to March 31st of each year. The Director of Parks and Recreation may designate certain dates as requiring a two-night minimum occupancy for recreational vehicle (non-tent) campsites to encourage the best use of available recreational vehicle campsites during periods of peak demand. Since RV rentals are taken a year in advance, the majority of the impact on the general fund revenues will not be seen until FY 2025.

FUNDING SOURCE: General fund revenue

FINANCIAL IMPACT:

Approximately \$75,000 to \$100,000

STAFF RECOMMENDATION:

Adopt an ordinance to increase RV fees at Lady Bird Johnson Municipal Park with an effective date of October 1, 2023.

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision X

ATTACHMENTS:

1. RV Rate Comparison
2. RV Fees Ordinance 2023 (5)

APPROVAL/REVIEW:



Andrea Schmidt, Parks and Recreation Director

Date: August 28, 2023



Krista Wareham, Director of Finance

Date: September 11, 2023

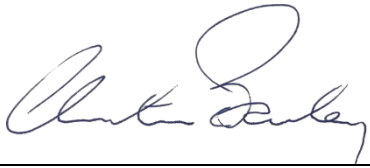
William McKamie, City Attorney

Date: September 11, 2023



Shelley Goodwin, City Secretary

Date: September 11, 2023



Date: September 15, 2023

Clinton Bailey, City Manager

RV Park Rates

Fredericksburg RV Park		May 1 - Feb. 1	March & April		
		\$70 Daily	\$80 Daily		
		\$420 Weekly	\$450 Weekly		
		Call for Monthly	Additional People		
		\$600 - \$800	\$5 per day		
		+ electric			
Oakwood RV Park		Compact Site	Pull-thru		Premium
		Daily	Daily		Daily
		\$45 - \$55	\$63 - \$69		\$69 - \$75
		Weekly	Weekly		Weekly
		\$279 - \$339	\$389 - \$429		\$429 - \$459
		Monthly	Additional People		
		\$749 + electric	\$5 per day		
The Vineyards		Daily	Weekly		
		\$60 - \$85	\$390 - \$450		
		Monthly			
		\$675 - \$750			
		+ electric			
Bending Oaks		Daily	Weekly		
(21 or older)		\$59 - \$65	\$415 - \$485		
		Monthly	Additional People		
		\$750 + electric	\$10 per day		
Arch Ray		Daily	Weekly		
		\$65 - \$75	\$375		
		Monthly	Additional People		
		\$675 + electric	\$5 per day		
Hill Country RV		Daily	Weekly		
		\$45	\$250		
		Monthly	Additional People		
		\$450 + electric	\$2.50 per day		

Jellystone		Daily		Weekly		
		\$55 - \$76		\$390 - \$460		
		Monthly		Additional People		
		\$1770 - \$2257		\$5 per day		
Peach Country		Daily		Weekly		
		\$55 - \$60		\$330 - \$360		
		Monthly		Additional People		
		\$620 - \$660		\$5 per day		
Limestone Charm		Daily		Weekly		
		\$65		\$350		
		Monthly				
		\$700 - \$750				

ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, AMENDING SECTION 24.400, "FEES FOR USE OF LADYBIRD JOHNSON PARK AND CAMPGROUNDS," OF ARTICLE 24.000, "RECREATIONAL FEES," OF APPENDIX A, "FEE SCHEDULE," OF THE CODE OF ORDINANCES, CITY OF FREDERICKSBURG, TEXAS, BY AMENDING THE FEE SCHEDULE FOR THE USE OF LADYBIRD JOHNSON PARK AND CAMPGROUNDS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fredericksburg is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council finds it necessary to change the rental fees related to the use of the Ladybird Johnson Park and Campgrounds; and

WHEREAS, the City Council has determined that the fees as outlined herein are in the best interest of the health, safety, and general welfare of the citizens of the City of Fredericksburg and the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS, THAT:

Section 1. The findings above are found to be true and correct and are incorporated herein.

Section 2. Subsection (i) of Section 24.400, "Fees for Use of Ladybird Johnson Park and Campgrounds," of Article 24.000, "Recreational Fees," of Appendix A, "Fee Schedule," of the Code of Ordinances, City of Fredericksburg, Texas, is hereby amended in its entirety to read as follows:

"Sec. 24.400. - Fees for use of Ladybird Johnson Park and Campgrounds.

(i) The following fees are for occupancy of one (1) recreational vehicle (RV) (non-tent) campsite:

1. Fees for all pull-through or premiere Pecan Orchard and Horseshoe Loop RV campsites:
 - a. Daily Rate: \$59.00*
 - b. Weekly Rate: \$354.00*

- c. Monthly Rate: \$710.00*
- 2. Fees for all other RV campsites not listed above:
 - a. Daily Rate: \$52.00*
 - b. Weekly Rate: \$312.00*
 - c. Monthly Rate: \$646.00*

*The amounts listed above include the cost of occupancy of one (1) RV (non-tent) campsite, and include fees associated with the provision of water, electricity, sewer, basic cable, and basic wireless access.

- 3. Monthly rentals are available from September 1 to March 31 of each year. The Director of Parks and Recreation may designate certain dates as requiring a two-night minimum occupancy for RV (non-tent) campsites during peak periods of high rental demand.

***”

Section 3. Cumulative. This Ordinance shall be cumulative of all provisions of ordinances of the Code of Ordinances, City of Fredericksburg, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

Section 4. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND APPROVED on this the ___day of September, 2023.

Jeryl Hoover, Mayor

ATTEST:

Shelley Goodwin, TRMC/CMC, City Secretary

APPROVED AS TO FORM:

Mick McKamie, City Attorney



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Public Works and Utilities

TO: Mayor & City Council Members

FROM: Kris Kneese, Director of Public Works,
Utilities, and Engineer

MEETING DATE: September 19, 2023

CATEGORY: ORDINANCES, RESOLUTIONS
AND PUBLIC HEARINGS

CAPTION: Consider the approval of Public Works Utility Fees amendments, including Water/Wastewater and Sanitation Department Fees (Kris Kneese, Director of Public Works and Utilities):

- i. Ordinance 2023-15, amending Article 16.000 - Water and Sewer Rates and Fees, of Appendix A - Fee Schedule, of the Code of Ordinances, to update and amend the Fees for Water and Sewer Utility Services provided by the City
 - ii. Ordinance 2023-16, amending Article 18.000 - Fees for Sanitary Landfill Service provided by the City
-

PRESENTATION:

SUMMARY:

Consider adopting revised Public Works fees in the Sanitation and Water/Wastewater Departments; including solid waste dumping fees, septic waste dumping fees and water/wastewater utility rate classes.

BACKGROUND:

The solid waste dumping fee of \$55.00 per ton was approved in 2014. Over the last several months, City Staff has been working with Biggs and Mathews Environmental to compare landfill dumping rates to surrounding landfills, as well as evaluate a rate study for the City. On average, surrounding landfills have a solid waste dumping fee of around \$98.00 per ton. With the conclusion of the rate study, City Staff recommends increasing the solid waste dumping fee to \$85 per ton. At this time, City Staff does not recommend increasing the residential collection rate per month for in-town customers.

The City accepts raw sewage from septic haulers at the City's Water Reclamation Facility and currently charges 5 cents per gallon. It is unknown the last time this rate was evaluated, but it's been more than 15 years. As a result, City Staff gathered information from surrounding municipalities to compare the septic hauler dumping rates to other treatment facilities, which is shown in the attachment below. City Staff recommends increasing the septic dumping rate to 12 cents per gallon for septic waste generated within Gillespie County and 20 cents per gallon for septic waste generated outside Gillespie County.

The City Code of Ordinances currently does not have utility rate classes for 4 inch and 6 inch water

and wastewater connections. With the recent multi-family and commercial developments in Fredericksburg, 4 and 6 inch water and wastewater rate classes are needed by the Utility Billing Department.

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

City Staff recommends approving the Public Works Utility Fees as mentioned in this Council Memo.

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning
Government Vision

ATTACHMENTS:

1. Ordinance 2023-15 Section 16 Water Fee (002)
2. Ordinance 2023-16 Landfill
3. Summary of Surrounding Communities - Solid Waste Landfill Services
4. Septic - Raw Sewage Fees

APPROVAL/REVIEW:



Kris Kneese, Director of Public Works, Utilities, and Engineer

Date: September 13, 2023



Garret Bonn, Assistant City Manager

Date: September 13, 2023



Krista Wareham, Director of Finance

Date: September 15, 2023

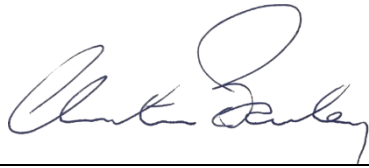
William McKamie, City Attorney

Date: September 15, 2023



Shelley Goodwin, City Secretary

Date: September 15, 2023



Clinton Bailey, City Manager

Date: September 15, 2023

ORDINANCE NO. 2023-15

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FREDERICKSBURG, TEXAS, AMENDING ARTICLE 16.000 - WATER
AND SEWER RATES AND FEES, OF APPENDIX A - FEE SCHEDULE,
OF THE CODE OF ORDINANCES, TO UPDATE AND AMEND THE
FEES FOR WATER AND SEWER UTILITY SERVICE PROVIDED BY
THE CITY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG,
TEXAS:**

Section 1. That, Section 16.300, entitled "Water Department Utility Rates", of Appendix A "Fee Schedule", of the Code of Ordinances, is amended by deletion of Section 16.300 in its entirety, and the following substituted therefore:

Sec. 16.300. - Water Department Utility Rates.

Class	Unit Measure	Gallon Usage	Rate per thousand
Residential	Minimum	0	\$11.60
5/8" meter*	PLUS		
	Per 1,000	1—6,000	\$2.45
		6,001—12,000	\$3.92
		12,001—18,000	\$6.37
		18,001—25,000	\$9.31
		25,001—50,000	\$10.42
		Over 50,000	\$14.09
Residential	Minimum	0	\$19.34
1" meter	PLUS		
	Per 1,000	1—6,000	\$2.45
		6,001—12,000	\$3.92
		12,001—18,000	\$6.37
		18,001—25,000	\$9.31
		25,001—50,000	\$10.42
		Over 50,000	\$14.09
Residential	Minimum	0	\$61.87
2" meter	PLUS		
	Per 1,000	1—6,000	\$2.45
		6,001—12,000	\$3.92
		12,001—18,000	\$6.37
		18,001—25,000	\$9.31
		25,001—50,000	\$10.42
		Over 50,000	\$14.09

Residential	Minimum	0	\$193.34
4" meter	PLUS		
	Per 1,000	1—6,000	\$2.45
		6,001—12,000	\$3.92
		12,001—18,000	\$6.37
		18,001—25,000	\$9.31
		25,001—50,000	\$10.42
		Over 50,000	\$14.09
Residential	Minimum	0	\$386.67
6" meter	PLUS		
	Per 1,000	1—6,000	\$2.45
		6,001—12,000	\$3.92
		12,001—18,000	\$6.37
		18,001—25,000	\$9.31
		25,001—50,000	\$10.42
		Over 50,000	\$14.09
Commercial	Minimum	0	\$11.60
5/8" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Commercial	Minimum	0	\$19.34
1" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Commercial	Minimum	0	\$61.87
2" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Commercial	Minimum	0	\$193.34
4" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Commercial	Minimum	0	\$386.67
6" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81

Multi-family **	Minimum	0	\$11.60
5/8" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Multi-family **	Minimum	0	\$19.34
1" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Multi-family **	Minimum	0	\$61.87
2" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Multi-family **	Minimum	0	\$193.34
4" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Multi-family **	Minimum	0	\$386.67
6" meter	PLUS		
	Per 1,000	1—10,000	\$2.40
		Over 10,000	\$3.81
Industrial	Minimum	0—2,000	\$294.40
	Per 1,000	2,001—2,000,000	\$2.12
		2,001,001—6,500,000	\$2.43
		Over 6,500,000	\$3.29

- This category shall include Manufactured Home Parks wherein one or more common meter(s) serves the entire development. The amount of the bill shall be determined as follows: The total number of gallons used for all meters divided by the total number of homes in the development each month shall be used to calculate the usage and this shall be added to the number of minimum fees times the said number of homes. Example for 20 homes with 200,000 gallons of usage: results in 10,000 gallons attributable to each home at \$2.45 per thousand up to 6,000 (\$14.70) and \$3.92 for 6,001 to 10,000 (\$15.68) or \$30.38 per home plus the \$11.60 minimum times 20 units, or \$232.00 for a total bill of \$839.60. The rates for Manufactured Home Parks in this category are effective November 1, 2019.

- Multi-family-Four or more dwelling units on one property or four or more dwelling units on one meter.

Rates for all Categories of services for all properties lying outside the City limits shall be double those rates listed above, including minimum charges.

{End of Code Text}

Section 2. That, Section 16.301, entitled "Charge for Reclaimed and Bulk Potable Water Sales", of Appendix A "Fee Schedule", of the Code of Ordinances, is amended by deletion of Section 16.301 in its entirety, and the following substituted therefore:

Sec. 16.301. -Charge for Reclaimed and Bulk Potable Water Sales.

(a) Reclaimed water: A minimum rate of \$20.00 for each customer for each calendar month in which reclaimed water is purchased plus \$1.50 per 1,000 gallons for unlimited amounts, as available.

(b) Bulk potable water: A minimum rate of \$61.87 for each customer for each calendar month in which potable water is purchased plus \$2.40 per 1,000 gallons for one to 10,000 gallons per month and \$3.81 per 1,000 gallons for over 10,000 gallons.

{ End of code text }

Section 3. That, Section 16.400, entitled "Sewer Department Utility Rates", of Appendix A "Fee Schedule", of the Code of Ordinances, is amended by deletion of Section 16.400 in its entirety, and the following substituted therefore:

Sec. 16.400. Sewer Department Utility Rates.

Class	Unit Measure	Rate
Residential		
5/8" meter	Minimum PLUS	\$11.55 \$3.84 per Gallon usage, per 1,000
1" meter	Minimum PLUS	\$19.25 \$3.84 per Gallon usage, per 1,000
2" meter	Minimum PLUS	\$61.60 \$3.84 per Gallon usage, per 1,000
4" meter	Minimum PLUS	\$192.50 \$3.84 per Gallon usage, per 1,000
6" meter	Minimum PLUS	\$385.00 \$3.84 per Gallon usage, per 1,000
Commercial		
5/8" meter	Minimum PLUS	\$11.55 \$4.69 per Gallon usage, per 1,000
1" meter	Minimum PLUS	\$19.25 \$4.69 per Gallon usage, per 1,000
2" meter	Minimum PLUS	\$61.60 \$4.69 per Gallon usage, per 1,000
4" meter	Minimum PLUS	\$192.50 \$4.69 per Gallon usage, per 1,000

6" meter	Minimum PLUS	\$385.00 \$4.69 per Gallon usage, per 1,000
Multi-family*		
5/8" meter	Minimum PLUS	\$11.55 \$4.69 per Gallon usage, per 1,000
1" meter	Minimum PLUS	\$19.25 \$4.69 per Gallon usage, per 1,000
2" meter	Minimum PLUS	\$61.60 \$4.69 per Gallon usage, per 1,000
4" meter	Minimum PLUS	\$192.50 \$4.69 per Gallon usage, per 1,000
6" meter	Minimum PLUS	\$385.00 \$4.69 per Gallon usage, per 1,000

Rates for all Categories of services lying outside the City limits shall be double those rates listed above, including minimum charges.

* Multi-family—Four or more dwelling units on one property or four or more dwelling units on one meter.

FLAT RATES FOR SEWER ONLY CUSTOMERS

Rates for all Categories of services lying outside the City limits shall be double those rates listed above, including minimum charges.

* Multi-family-Four or more dwelling units on one property or four or more dwelling units on one meter.

FLAT RA TES FOR SEWER ONLY CUSTOMERS

Residential customers inside limits \$27.65.

This sewer charge shall be applied to a utility customer that does not have “winterized average” calculated sewer charge.

Residential customers outside limits \$41.49

Commercial customers inside limits \$37.34

Commercial customers outside limits \$74.68

(End of code Text}

SEPTIC HAULERS AT WATER RECLAMATION FACILITY

Charges for Septic Haulers at Water Reclamation Facility Charges:

- Rate for Gillespie County equals \$0.12 per gallon

- Rate for outside Gillespie County equals \$0.20 per gallon

Section 4. Severability or Invalidity. If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

Section 5. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall be effective on and after the 1st day of October, 2023.

PASSED, APPROVED, AND ADOPTED ON this ____th day of September, 2023.

Jeryl Hoover
Mayor

ATTEST

Shelley Goodwin
City Secretary, TRMC/CMC

APPROVED AS TO FORM:

Mick McKamie
City Attorney

ORDINANCE NO. 2023-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
FREDERICKSBURG, TEXAS, AMENDING ARTICLE 18.000 – FEES FOR
SANITARY LANDFILL SERVICE PROVIDED BY THE CITY.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG,
TEXAS:**

Section 1. That, Section 18.000, entitled “ FEES FOR SANITARY LANDFILL”, of Appendix A "Fee Schedule", of the Code of Ordinances, is amended by deletion of Section 18.000 in its entirety, and the following substituted therefore:

Sec. 1800. – Fees for Sanitary Landfill

Each individual, corporation or other entity, or member of a partnership using the public dumping grounds belonging to the City shall be assessed and shall pay to the attendant at such public dumping grounds, for the privilege of dumping or depositing garbage or other material at the said public dumping grounds, the following charges or fees for each load which shall be applied alternatively as applicable:

(a) Minimum fee	\$10.00
(b) Per ton	\$85.00
(c) Appliances with compressors	\$30.00 each
(d) No large animals (calf or larger) shall be accepted	
(e) Oil filters and batteries	\$1.00 each
(f) Passenger tires (20 inches or less)	\$2.00 each
(g) Tires (greater than 20 inches)	In accordance with the fee schedule posted at the landfill
(h) Paint	\$1.00 per gallon can
(i) No hazardous waste shall be accepted	
(j) Grass and leaves (not branches or brush)	No charge
(k) Purchase of compost from landfill	\$20.00 per pickup load
(l) Metal, appliances without compressors	No charge

(m) No vacuum trucks allowed without first obtaining permit from the City of Fredericksburg	

{End of Code Text}

Section 2. Severability or Invalidity. If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

Section 3. Repealer. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall be effective on and after the day of , 2023.

PASSED, APPROVED, AND ADOPTED ON this ____th day of September, 2023.

Jeryl Hoover
Mayor

ATTEST

Shelley Goodwin
City Secretary, TRMC/CMC

APPROVED AS TO FORM:

Mick McKamie
City Attorney

Garbage Collection & Landfill Rates (2023)												
	Fredericksburg	Austin	Boerne	Burnet	Cedar Park	Kerrville	Marble Falls	San Angelo	Mason	Blanco	Covel Gardens	Tessman
Residential Service Charges (1x week - 96 gallon cart)	\$ 14.00	\$50.15	\$ 21.04	\$ 23.42	\$ 21.14	\$ 24.37	\$24.14 (96 gallon bin - additional can \$9.63)	\$ 17.63	\$22			
Residential Service Provider	City	Austin Resource Recovery	Waste Management	ACDI	Central Tx Refuse	Republic Services	Waste Management	Republic Services	City	Waste Collections	Waste Management	Republic
Services Provided	Trash, brush, leaf collection	Trash, recycling, yard trimmings, brush, & bulk	Trash, recycling, yard trimmings, brush, & bulk	Trash, bulk waste (up to 3 CY monthly)	Trash, recycling, bulk	Trash, recycling, yard waste	Trash, recycling, bulk (quarterly)	Trash, recycling, bulk	Trash	Trash	Trash	Trash
Landfill Info	City-maintained landfill	Austin/Travis Co Landfill - Texas Disposal Systems	Kendall Co. Solid Waste Stations (2)	Transfer station - Republic	Williamson County Landfill (Waste Management)	Landfill and transfer station - Republic Services	Transfer Station - Waste Management	San Angelo Landfill - Republic Services	City-maintained landfill	Transfer Station	Landfill	Landfill
Landfill Rate Per Ton	\$55.00/ton	\$86.00	Various rates based on item type	56.80 per cubic yard	\$50.00/ton	\$85.55/ton	\$56.80 percubic yard	\$41.78/\$44.72 (City/County rate)	120/ton City resident 160/ton County Resident		Bexar County	Bexar County
Landfill Rate Per Ton	\$55.00	\$86.00		\$113.60	\$100.00	\$85.55	\$113.60		\$160.00	\$90.00	\$100.00	\$75.00

AVG= \$97.88
Med = \$95.00

Facility	Accept	Fee (per gal)	Capacity Limit
City of Fredericksburg	Yes	5 cents	None
City of Marble Falls	Yes	10 to 20 cents	25,000 GPD
City of Burnet	No		
City of Llano	No		
Kingsland MUD	Yes	8.25 to 20 cents	10,000 GPD
City of Kerrville	Yes	9 to 21 cents	unknown



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation

TO: Mayor & City Council Members

FROM:

MEETING DATE: September 19, 2023

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider approving the extension of a Maintenance Agreement with Jani-King for janitorial services at City facilities not to exceed \$171,000 (Andrea Schmidt, Director of Parks and Recreation)

PRESENTATION:

SUMMARY:

In 2021, City Council approved funds to hire a janitorial company to assist with cleaning at various city facilities, including but not limited to city hall, the consolidated warehouse, city hall annex and parks facilities. The city does not have a janitorial department, so this company provides some of those services. JaniKing was awarded this bid in 2021, and was the only company to submit a bid this summer as well. They have provided great service over the last two years and staff recommends awarding them the bid again. These prices will be valid until September 30, 2024. The contract award is for 5 years with renegotiation taking place each summer as part of the budget process. Additional cleaning services at the new Marktplatz restrooms and meeting room will also be added once these facilities open. One-time cleaning will also be added as needed at a separate fee.

BACKGROUND:

City Council has approved funds in this year's budget across numerous departments to continue using a janitorial company to help clean city facilities. A Request for Proposals was advertised earlier this summer. A preproposal meeting was held in which one company attended. Only one RFQ was submitted by JaniKing. They meet the qualifications needed to provide the cleaning services and staff recommends proceeding with an agreement.

The initial agreement will be for one year with an option to extend for an additional 4 years - one year at a time. The current price is valid through September 30, 2022. At that time, the contractor will do their best to keep the current monthly pricing the same, but staff will discuss this with them next spring and discuss any cost adjustments. Increases in pricing or changes in services will be included in the following year's budget.

The services include regular cleaning from several times a day to once a month, depending on the location. The approximate budget for these services is \$171,000.

Facilities that are included in this agreement include the following: City Hall, City Hall Annex 1, the Consolidated Warehouse, Park Headquarters, the RV restrooms and showers, Cross Mountain Park, Old Fair Park basketball pavilion restrooms, the Marktplatz restrooms (3 sets), Catering Kitchen, John Wm. Klein Meeting Room and Fest Room. The city will provide the toilet paper, trash can liners and soap and JaniKing provides all the cleaning supplies. City staff will also provide supplemental cleaning as necessary, as well as all maintenance, including clogged toilets.

FUNDING SOURCE: General and Tourism Funds **FINANCIAL IMPACT:**
\$171,000

STAFF RECOMMENDATION:

Receive and consider approving the agreement with JaniKing for janitorial services at City facilities in the amount of \$171,000 for Fiscal Year 2024.

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision X

ATTACHMENTS:

1. Jani-King Maintenance Agreement 9_7_2023
2. Exhibits A and D
3. Exhibit B
4. Exhibit C
5. Exhibit E

APPROVAL/REVIEW:

Andrea Schmidt

Andrea Schmidt, Parks and Recreation Director

Date: September 08, 2023

Krista Wareham

Krista Wareham, Director of Finance

Date: September 11, 2023

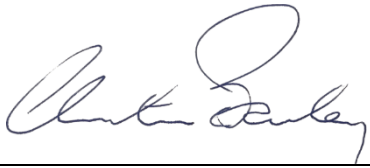
William McKamie, City Attorney

Date: September 11, 2023

Shelley Goodwin

Shelley Goodwin, City Secretary

Date: September 11, 2023



Date: September 15, 2023

Clinton Bailey, City Manager

JANI-KING® MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the date below ("Effective Date") by and between Jani-King of San Antonio ("Jani-King") and City of Fredericksburg ("Client"). Jani-King and Client may be referred to individually herein as a "Party," or collectively as the "Parties."

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the "Services" (Regularly Scheduled Cleaning Service Specifications to the Named Areas), described in Exhibit B attached hereto and incorporated herein, shall begin the 1st day of October, 2023.
- 1.2. The term of this Agreement shall be for one (1) year from the date Services are scheduled to begin.
- 1.3. Jani-King will provide the Services described in Exhibit B.
- 1.4. The Services shall be performed by Jani-King at the Named Areas listed on Exhibit B of this Agreement.
- 1.5. Jani-King agrees to furnish all cleaning chemicals and equipment and tools necessary to provide the Services.
- 1.6.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Jani-King agrees to comply with the Performance Standards and Inspections listed in the Scope of Services of the Request for Proposals, attached hereto as Exhibit E.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit C, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibits A and D. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the Parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and/or the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both Parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced, or amount to be paid shall remain unchanged.
- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal. All other price increases shall be negotiated and mutually agreed to by the Parties in writing.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and may require that payments be made in advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client, but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax, or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that, during the term of this Agreement and within one hundred and eighty (180) days after termination, Client will not employ or engage as a contractor any employees, agents, representatives or franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that, during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor any employees, agents, or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, up to a maximum of five (5) years, unless either Party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may be terminated for non-performance as set out below or at any time by providing thirty (30) days written notice to the other Party.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating Party must give the other Party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating Party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating Party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating Party shall provide written notification to the non-terminating Party of the failure to satisfactorily cure

the defect. In the event the second notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received and approved within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postage paid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either Party may change the address of notice by providing the other Party written notice of such change.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for either Party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing Party shall be entitled to all associated costs of suit, including reasonable attorney's fees, administrative fees, court costs, and damages as part of any judgment entered in its favor.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors, and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an unauthorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.

5.3. Any waiver by either Party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in Gillespie County, Texas.

5.5. The Parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the Parties. No changes to this Agreement will be effective unless signed by both Parties and attached hereto.

5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

5.7. Additional Verifications. To the extent required by Texas law, Jani-King verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not, during the term of the Agreement, discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of the Agreement; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.

5.8. Non-collusion. Jani-King represents and warrants that it has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the Services to be provided to the Client under this Agreement.

5.9. Non-discrimination. To the extent required by law, Jani-King and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Jani-King shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Jani-King agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies as required by law.

5.10. Governmental Immunities. Jani-King acknowledges and agrees that Client is a political subdivision of the State of Texas, and Client is entering into this Agreement pursuant to its governmental functions and is immune from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, the Client does not waive any of its immunities from suit or liability, except as expressly waived by statute under Texas Local Gov't Code Ch. 271.

6. Indemnification.

JANI-KING AGREES TO INDEMNIFY AND HOLD HARMLESS THE CLIENT AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS, AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE JANI-KING'S PERFORMANCE UNDER THIS AGREEMENT.

7. Insurance.

Jani-King agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Agreement in the amounts not less than those required in the Request for Proposals, attached hereto as Exhibit E. Jani-King shall provide Client with evidence of such coverages in a form which is acceptable to the Client. Such policies shall name the Client, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against the Client.

SIGNATURE PAGE TO FOLLOW

MAINTENANCE AGREEMENT PAGE 2 OF 3

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2023.

Jani-King of San Antonio <i>Doug Tresnak</i> Signature of Jani-King's Authorized Agent <i>Regional Development Specialist</i> Print Name/Title <i>Ed Ferris</i> Signature of Regional Vice President <i>Regional Vice President</i> Print Name/Title Notice Address for Jani-King: 1008 Central Parkway South San Antonio, Texas 78232	City of Fredericksburg Client Name Signature of Client's Authorized Agent Print Name/Title Billing and Notice Address of Client: City of Fredericksburg 126 W. Main Street Fredericksburg, Texas 78624 Phone: 830-997-7521
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MAINTENANCE AGREEMENT PAGE 3 OF 3

EXHIBIT A INITIAL CLEAN FOR CITY OF FREDERICKSBURG

There will be a one-time charge of \$ N/A (tax not included) to provide the following services on or before _____ (not to exceed 30 days from the date of this Agreement):

FLOORS –

- Hard Surface – Thoroughly dust and damp mop all hard surface flooring, exercising care to get into corners and along edges.
- Care will be exercised so that baseboards, walls and furniture will not be splashed, marred, disfigured or damaged during these operations.

PUBLIC RESTROOMS

- Scour and sanitize all basins, toilets & urinals, inside and out.
- Polish all bright work, attempting to remove lime and mineral deposits.
- Wash all partitions with an industry standard disinfectant.
- Wash trash receptacles, using a disinfectant.
- Thoroughly dust and damp mop all flooring, using a disinfectant.

FURNISHING TO BE MOVED AND REPLACED BY CLIENT

NO INITIAL CLEAN REQUIRED TO INITIATE CONTRACT

☐ YES. By checking here and signing below, I hereby agree to have the above services provided by Jani-King.

☒ NO. By checking here and signing below, I acknowledge that Jani-King has recommended these services be performed to bring my facility up to standard and I have refused. I also understand and acknowledge that Jani-King cannot be held fully responsible for the condition of the areas mentioned until these services are approved by me and completed by Jani-King

Client Signature

 Doug Tresnak
Jani-King Signature

EXHIBIT D

SPECIALIZED SERVICES AVAILABLE

**PRICED AS REQUESTED AND PERFORMED ONLY AFTER FORMAL
APPROVAL BY CITY OF FREDERICKBURG**

DISINFECTION

- Manual Touch Surfaces
- Electro-Static Spraying
- D7 Fogging

FLOOR CARE

- Strip & Wax VCT
- Top Scrub & Recoat VCT
- Buff VCT
- Power Scrub Ceramic Tile
- Scrub & Wax Wood Plank Vinyl
- Bonnet Clean Carpet
- Extract Carpet
- Resurface Wood Flooring

MISCELLANEOUS

- Clean Reachable Interior Windows
- Clean Reachable Exterior Windows
- Clean Interior of Refrigerators
- Make Ready Cleans
- Move Out Cleans
- Power Washing



REGULARLY SCHEDULED CLEANING SERVICE SPECIFICATIONS:

Respondent shall provide regularly scheduled cleaning services defined below.

City of Fredericksburg: City Hall, Annex, Marktplatz Catering Kitchen & Fest Room, Consolidated Warehouse (Parks, Water, Veg. Mgmt., Electric & Streets), Park Headquarters, Marktplatz Restrooms – Large and Small, Splashpad, Park Pool, Lady Bird Johnson Municipal Park RV restrooms/showers (3 sets), Cross Mountain Restrooms, Old Fair Park Basketball pavilion restrooms, Fort Martin Scott restrooms:

NAMED AREAS				
Lobbies, Offices, Breakrooms, Restroom, Conference Rooms, Kitchen, Training Rooms				
Restrooms				
GENERAL CLEANING SERVICES	Per Service	Weekly	Monthly	Periodic
1. Empty trash & take to collection point (wipe receptacle)	X			
2. Thoroughly dust & damp wipe horizontal surfaces	X			
3. Dust & damp mop hard surface floors	X			
4. Vacuum carpeting	X			
5. Clean entrance metal/glass and remove fingerprints	X			
6. Clean exterior of appliances & interior of microwaves	X			
7. Inspect and pickup area at building entrance	X			
8. Remove fingerprints and marks from light switches	X			
9. Remove fingerprints and marks from door frames	X			
10. Clean and polish interior & exterior walls of elevators	X			
11. Dust & damp wipe walls & polish bright metal of elevators	X			
12. Clean stairwell entry doors	X			
13. Keep stairwells in a neat & orderly fashion		X		
14. Thoroughly dust & damp wipe vertical surfaces		X		
15. Spot clean partition glass		X		
16. Dust window blinds & sills			X	
17. Vacuum upholstered furniture			X	
18. Complete high dusting not covered in 2, 14 above			X	
RESTROOM CLEANING SERVICES				
1. Stock towels, tissue, and hand soap	X			
2. Clean & polish mirrors	X			
3. Wipe towel cabinets/dispensers	X			
4. Clean & disinfect all toilets & urinals, inside & out	X			
5. Scour & sanitize all basins and showers	X			
6. Polish all bright work	X			
7. Dust partitions, mirrors, and frames	X			
8. Remove splash marks from walls around basin	X			
9. Mop & rinse restroom floor with disinfectant	X			
10. Disinfect & deodorize floor drains			X	
ELECTROSTATIC DISINFECTANT SPRAY				
1. Spray restrooms and all touch surfaces		X		
PERIODIC FLOOR CARE				

1. Power scrub of Marktplatz & Visitor Center Restrooms		X		
2. Spray buff hard surface Flooring				Monthly
3. Strip & wax VCT Flooring				Annual

Respondent shall provide services according to the times in the chart below.

Facility	Time	Sun	M	T	W	TH	F	Sat
City Hall	5 p.m. to 7 a.m.		X	X	X	X	X	
Annex	5 p.m. to 7 a.m.				X			
Consolidated Warehouse*	Saturday or Sunday				X			
Park Headquarters	5 p.m. to 7 a.m.				X			
Marktplatz: Large Restrooms	10 p.m. to 7 a.m.	X	X	X	X	X	X	X
Marktplatz: Small Restrooms	10 p.m. to 7 a.m.	X	X	X	X	X	X	X
Marktplatz: Fest Room & Kitchen	Wednesdays 10 p.m. to 7 a.m.				X			
Splashpad**	7 p.m. to 10:00 p.m.	X		X	X	X	X	X
Park Pool**	7 p.m. to 10:00 p.m.	X	X		X	X	X	X
Fort Martin Scott	5:00 p.m. to 7:00 a.m.	X					X	X
RV restrooms/showers	10:00 p.m. to 7:00 a.m.	X	X	X	X	X	X	X
Old Fair Park BB pavilion RR	10:00 p.m. to 7:00 a.m.	X	X	X	X	X	X	X
Cross Mountain restrooms	10:00 p.m. to 7:00 a.m.	X	X	X	X	X	X	X

*Electric is once per month

** Pool facilities are seasonal. Our goal is to open Park Pool Memorial Day weekend and close in August or early September pending staff. The splashpad will open in the spring (around April) and close in September to October depending on the weather.

SPECIALIZED SERVICES

Respondent shall have the ability to provide other specialized services such as carpet cleaning, D7 fogging, electro-static spraying, buffing and waxing floors, window cleaning, power washing, etc., and will be completed as necessary and as agreed upon by both parties.

		Fill in this column	Fill in	Fill in	
Facility	Service Frequency	General Janitorial Monthly Cost	Floor Care	Total Monthly Charges	TOTAL FY24 Cost
City Hall	5x a week	\$2,315.90		\$2,315.90	
City Hall Annex	1x a week	\$206.88		\$206.88	
Parks, Veg. Mgmt & Water Depts.	1x a week	\$477.30	\$120.45	\$597.76	
Street Dept.	1x a week	\$251.61	\$60.83	\$312.44	
Park HQ	1x a week	\$206.88		\$206.88	
Catering Kitchen & Fest Room	1x a week	\$206.88		\$206.88	
Electric Dept.	1x a month	\$279.00		\$279.00	
MKT Square small RR	7x per week	\$1,399.21	\$507.51	\$1,906.72	
MKT Square large RR	1x per day	\$3,025.98		\$3,025.98	
Splashpad	6x a week (Seasonal about 6 months)	\$950.00		\$950.00	
Fort Martin Scott	3x per week	\$425.00		\$425.00	
Park Pool	6x per week (Seasonal about 3-4 months)	\$871.41		\$871.41	
RV Middle RR/showers	7x per week	\$853.23		\$853.23	
RV Pool Side RR/showers	7x per week	\$559.22		\$559.22	
RV Upper RR/showers	7x per week	\$795.64		\$795.64	
Old Fair Park basketball RR	7x per week	\$492.54		\$492.54	
Cross Mountain RR	7x per week	\$203.08		\$203.08	
Marktplatz NW RR	To be determined	Will be negotiated at a later time			
Marktplatz NW meeting space/kitchen/prep area	To be determined	Will be negotiated at a later time			

Request for Proposals

Janitorial Services
City of Fredericksburg, TX



Issue Date: **Friday, July 14, 2023**

Proposal Due Date: **Monday, August 7, 2023, 10:00 a.m.**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INTRODUCTION AND SUMMARY	3
PRE-PROPOSAL CONFERENCE	4
PROCUREMENT SCHEDULE	4
SCOPE OF SERVICE	4
INSURANCE REQUIREMENTS	8
PROPOSAL REQUIREMENTS	9

INTRODUCTION AND SUMMARY

The City of Fredericksburg, Texas (“City”) invites all qualified parties to submit written proposals for Janitorial Services at various City facilities, consistent with the terms, conditions and instructions set forth in this Request for Proposals (“RFP”).

The deadline for submitting the response to this RFP is 10:00 a.m. (CST), **Monday, August 7, 2023**. If mailed, the proposal must be received by the City by this date and time.

The Request for Proposals may also be downloaded from the City’s website at www.fbgtx.org. It is the downloader’s responsibility to check the website for addendums and additional information.

Respondents to this RFP must submit an original and one (1) copy of their Proposal in a sealed package labeled “**JANITORIAL SERVICES.**”

Responses will be time stamped and dated and should be sent to:

Andrea Schmidt, Parks & Recreation Director
Fredericksburg City Hall
126 West Main Street
Fredericksburg, TX 78624

Late responses will not be accepted. Faxed or emailed responses will not be accepted. The City is not responsible for submissions not properly identified.

Questions regarding this RFP must be submitted in writing to the City by **Monday, July 31, 2023**. Responses to respondent questions will be provided by **Wednesday, August 2, 2023**.

The City reserves the right to reject any and all responses or to accept any qualifications deemed to be in its best interest. The City shall not be obligated to enter any contract with any respondent on any terms or conditions. Questions regarding this RFP should be sent in writing or email per respondent to:

Andrea Schmidt, Parks & Recreation Director
Fredericksburg City Hall
126 West Main Street
Fredericksburg, TX 78624
aschmidt@fbgtx.org

PRE-PROPOSAL CONFERENCE

Date and Time: Friday, July 28, 2023, 9:00 a.m.

Location: City of Fredericksburg, City Hall Conference Room
126 W. Main Street
Fredericksburg, TX 78624

*Attendance at this pre-proposal conference is strongly recommended. This will include a walk-through of all facilities. If existing contractor is the only company that attends, the walk through may be abbreviated or not occur.

PROCUREMENT SCHEDULE

RFP Issued: Friday, July 14, 2023
Pre-Proposal Conference: Friday, July 28, 2023, 9:00 a.m.
Questions must be received by: Monday, July 31, 2023
Questions answered by: Wednesday, August 2, 2023, 5:00 p.m.
RFP Responses Due: Monday, August 7, 2023, 10:00 am

SCOPE OF SERVICE

Performance Standards and Inspections:

- Respondent is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks.
- Respondent shall ensure that its employees do not bring or meet personal visitors to/at the City's property at any time. This includes children, family, or acquaintances.
- Respondent shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on City of Fredericksburg property. Smoking is not allowed in any City facility.
- Lock gates and doors to restrooms at splashpad.
- Some flexibility to the cleaning schedules will be needed at times due to special events or other unknown factors.
- Communicate to the City any changes to the cleaning schedule.
- A new facility at Marktplatz is under construction now and expected to open in late 2023 or 2024. The facility will include another set of restrooms at Marktplatz, an approximate 800 square foot meeting space, a small catering kitchen and prep area. The meeting space will need

cleaned after reservations. This facility will be added to the cleaning rotation once completed. Specific cleaning needs will be discussed with the contractor at that time.

City of Fredericksburg's Responsibilities:

The City of Fredericksburg will provide all necessary paper supplies for all services provided including, but not limited to, paper products such as toilet tissue and paper towels; commode/urinal deodorants and plastic can liners. The Respondent shall provide all cleaning chemicals, vacuums, mops and mop buckets and any other equipment deemed necessary to perform the services requested.

The City of Fredericksburg shall furnish limited space for the purpose of storing Respondent's equipment and supplies in or near facilities. Keys for storage space shall be provided to Respondent by the City. Storage space must be maintained in a neat and orderly manner. Respondent is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling. Current Material Safety Data Sheets must be available in all chemical storage areas. The City assumes no security against loss or damage. In addition, the City reserves the right to inspect the storage space at any time. Respondent shall reimburse the City for replacement costs of any lost keys.

Communicate with contractor any special events or other factors that will change the cleaning schedule.

The City reserves the right to make additions, deletions, revisions and /or otherwise modify the scope of services.

The goal is to award the contract at the September 19, 2023 City Council meeting. Contract award will depend on funding approval in the Fiscal Year 2024 budget. The budget is also scheduled to be adopted at the September 19th City Council meeting. Contract would begin October 1, 2023, if awarded in September of 2023 and end on September 20, 2024. Contracts will be awarded for a term of one (1) year with the potential of four one-year renewals if both parties agree in writing.

The City of Fredericksburg reserves the right to reject any and all Bids, to re-advertise, and to enter into contract(s) determined to be in its best interest.

REGULARLY SCHEDULED CLEANING SERVICE SPECIFICATIONS:

Respondent shall provide regularly scheduled cleaning services defined below.

City of Fredericksburg: City Hall, Annex, Marktplatz Catering Kitchen & Fest Room, Consolidated Warehouse (Parks, Water, Veg. Mgmt., Electric & Streets), Park Headquarters, Marktplatz Restrooms – Large and Small, Splashpad, Park Pool, Lady Bird Johnson Municipal Park RV restrooms/showers (3 sets), Cross Mountain Restrooms, Old Fair Park Basketball pavilion restrooms, Fort Martin Scott restrooms:

NAMED AREAS				
Lobbies, Offices, Breakrooms, Restroom, Conference Rooms, Kitchen, Training Rooms				
Restrooms				
GENERAL CLEANING SERVICES	Per Service	Weekly	Monthly	Periodic
1. Empty trash & take to collection point (wipe receptacle)	X			
2. Thoroughly dust & damp wipe horizontal surfaces	X			
3. Dust & damp mop hard surface floors	X			
4. Vacuum carpeting	X			
5. Clean entrance metal/glass and remove fingerprints	X			
6. Clean exterior of appliances & interior of microwaves	X			
7. Inspect and pickup area at building entrance	X			
8. Remove fingerprints and marks from light switches	X			
9. Remove fingerprints and marks from door frames	X			
10. Clean and polish interior & exterior walls of elevators	X			
11. Dust & damp wipe walls & polish bright metal of elevators	X			
12. Clean stairwell entry doors	X			
13. Keep stairwells in a neat & orderly fashion		X		
14. Thoroughly dust & damp wipe vertical surfaces		X		
15. Spot clean partition glass		X		
16. Dust window blinds & sills			X	
17. Vacuum upholstered furniture			X	
18. Complete high dusting not covered in 2, 14 above			X	
RESTROOM CLEANING SERVICES				
1. Stock towels, tissue, and hand soap	X			
2. Clean & polish mirrors	X			
3. Wipe towel cabinets/dispensers	X			
4. Clean & disinfect all toilets & urinals, inside & out	X			
5. Scour & sanitize all basins and showers	X			
6. Polish all bright work	X			
7. Dust partitions, mirrors, and frames	X			
8. Remove splash marks from walls around basin	X			
9. Mop & rinse restroom floor with disinfectant	X			
10. Disinfect & deodorize floor drains			X	
ELECTROSTATIC DISINFECTANT SPRAY				
1. Spray restrooms and all touch surfaces		X		
PERIODIC FLOOR CARE				

1. Power scrub of Marktplatz & Visitor Center Restrooms		X		
2. Spray buff hard surface Flooring				Monthly
3. Strip & wax VCT Flooring				Annual

Respondent shall provide services according to the times in the chart below.

Facility	Time	Sun	M	T	W	TH	F	Sat
City Hall	5 p.m. to 7 a.m.		X	X	X	X	X	
Annex	5 p.m. to 7 a.m.				X			
Consolidated Warehouse*	Saturday or Sunday				X			
Park Headquarters	5 p.m. to 7 a.m.				X			
Marktplatz: Large Restrooms	10 p.m. to 7 a.m.	X	X	X	X	X	X	X
Marktplatz: Small Restrooms	10 p.m. to 7 a.m.	X	X	X	X	X	X	X
Marktplatz: Fest Room & Kitchen	Wednesdays 10 p.m. to 7 a.m.				X			
Splashpad**	7 p.m. to 10:00 p.m.	X		X	X	X	X	X
Park Pool**	7 p.m. to 10:00 p.m.	X	X		X	X	X	X
Fort Martin Scott	5:00 p.m. to 7:00 a.m.	X					X	X
RV restrooms/showers	10:00 p.m. to 7:00 a.m.	X	X	X	X	X	X	X
Old Fair Park BB pavilion RR	10:00 p.m. to 7:00 a.m.	X	X	X	X	X	X	X
Cross Mountain restrooms	10:00 p.m. to 7:00 a.m.	X	X	X	X	X	X	X

*Electric is once per month

** Pool facilities are seasonal. Our goal is to open Park Pool Memorial Day weekend and close in August or early September pending staff. The splashpad will open in the spring (around April) and close in September to October depending on the weather.

SPECIALIZED SERVICES

Respondent shall have the ability to provide other specialized services such as carpet cleaning, D7 fogging, electro-static spraying, buffing and waxing floors, window cleaning, power washing, etc., and will be completed as necessary and as agreed upon by both parties.

INSURANCE REQUIREMENTS

Insurance and Liability

Bidder shall provide insurance certificates with the Bid submission showing evidence of the following insurance coverage:

Workers' Compensation and Employers' Liability

State of Texas Statutory limits and

Employer's Liability:	\$100,000 Each Accident
	\$500,000 Disease-Policy Limit
	\$100,000 Disease-Each Employee

Waiver of Subrogation

Commercial General Liability

Bodily Injury & Property Damage

General Aggregate Limit:	\$2,000,000
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Personal & Advertising Injury Limit	\$1,000,000
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Each Occurrence Limit	\$1,000,000
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The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

Commercial Automobile Liability Limits

Bodily Injury & Property Damage

Combined Single Limit:	\$1,000,000
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Medical Payments:	\$ 5,000 Per Person
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Uninsured/Underinsured Motorist	\$100,000
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PROPOSAL REQUIREMENTS

- Respondents shall provide a letter of introduction and identify and provide resumes for key personnel who will be involved with the implementation of a contract with the City for Janitorial Services.
- Respondents shall provide a summary of qualifications which include the following:
 - Current and past janitorial services experience; years in business; please list all State permits, licenses, etc. that you hold which may be relevant to perform the job.
 - Location of local office, main headquarters, etc.
 - Proof of comprehensive insurance including general liability and workers' compensation coverage
 - A description of the cleaning services you provide
 - A description of the disinfection services you provide
 - A listing of specialized services available
 - Payment terms
 - Attach any professional brochures, marketing materials or business cards that describe your work.
- Provide the name, title, address, and phone number of three (3) references having first-hand experience with your business/organization for contracts you have been awarded.
- A detailed explanation of your ability to provide labor, supervision, chemicals, cleaning products, equipment, and paper products.
- A detailed explanation of your inspection process for services performed.
- A detailed explanation of how you communicate and solicit feedback from your clients.
- Table on the next page with costs completed for columns in yellow (Columns, 3,4, & 5).

		Fill in this column	Fill in	Fill in	
Facility	Service Frequency	General Janitorial Monthly Cost	Floor Care	Total Monthly Charges	TOTAL FY24 Cost
City Hall	5x a week				
City Hall Annex	1x a week				
Parks, Veg. Mgmt & Water Depts.	1x a week				
Street Dept.	1x a week				
Park HQ	1x a week				
Catering Kitchen & Fest Room	1x a week				
Electric Dept.	1x a month				
MKT Square small RR	7x per week				
MKT Square large RR	1x per day				
Splashpad	6x a week (Seasonal about 6 months)				
Fort Martin Scott	3x per week				
Park Pool	6x per week (Seasonal about 3-4 months)				
RV Middle RR/showers	7x per week				
RV Pool Side RR/showers	7x per week				
RV Upper RR/showers	7x per week				
Old Fair Park basketball RR	7x per week				
Cross Mountain RR	7x per week				
Marktplatz NW RR	To be determined	Will be negotiated at a later time			
Marktplatz NW meeting space/kitchen/prep area	To be determined	Will be negotiated at a later time			



CITY COUNCIL AGENDA MEMO

DEPARTMENT: Parks and Recreation

TO: Mayor & City Council Members

FROM:

MEETING DATE: September 19, 2023

CATEGORY: OTHER ACTION ITEMS AND
UPDATES

CAPTION: Consider approving the extension of the Agreement to provide Aquatics Facilities Cleaning Services to Cornerstone Pools (Andrea Schmidt, Director of Parks and Recreation)

PRESENTATION:

SUMMARY:

In 2022, the City Council approved funds to hire a pool cleaning company to assist with cleaning the three aquatics facilities. Cornerstone Pools was awarded the bid in 2022, and was the only company to submit a bid this summer as well. They provided great service last year and staff recommends awarding them the bid again. These prices will be valid until September 30, 2024. The contract award is for 5 years with renegotiation taking place each summer as part of the budget process.

BACKGROUND:

City Council approved funds in this year's budget to continue using a pool cleaning company to help maintain the aquatics facilities. A Request for Proposals was advertised this summer. A preproposal meeting was held in which one company attended. Only one RFP was submitted by Cornerstone Pools. They meet the qualifications needed to provide the aquatics cleaning services and staff recommends proceeding with an agreement.

The initial agreement will be for one year with an option to extend for an additional 4 years. The current price is valid through September 30, 2024. At that time, the contractor will do their best to keep the current monthly pricing the same, but staff will discuss cost increases next spring. Increases in pricing or changes in services will be included in the following year's budget.

The services include regular cleaning, backwashing, and chemicalizing at each facility once a week. The approximate budget for these services is \$52,000.

Facilities included in this agreement include the following: Ladybird Johnson Municipal Park Pool, Coach Tony Knopp Town Pool, and the Splashpad at Town Pool. The city will provide pool chemicals and Cornerstone Pools will provide all cleaning supplies. City staff will also provide supplemental cleaning and chemicalizing as necessary as well as all required chemical checks.

FUNDING SOURCE: General Fund

FINANCIAL IMPACT:

\$52,000

STAFF RECOMMENDATION:

Receive and consider approving the agreement with Cornerstone Pools for aquatics cleaning services in the amount of \$52,000 for Fiscal Year 2024.

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning

Government Vision

Family Life Vision

Quality of Life Vision X

ATTACHMENTS:

1. Aquatic Facilities Cleaning Services. Cornerstone Pools Final 9_19_23
2. Aquatics Cleaning Services RFQ 2023

APPROVAL/REVIEW:

Andrea Schmidt

Andrea Schmidt, Parks and Recreation Director

Date: September 11, 2023

Krista Wareham

Krista Wareham, Director of Finance

Date: September 11, 2023

William McKamie, City Attorney

Date: September 11, 2023

Shelley Goodwin

Shelley Goodwin, City Secretary

Date: September 11, 2023

Clinton Bailey

Clinton Bailey, City Manager

Date: September 15, 2023

AGREEMENT TO PROVIDE ACQUATICS FACILITIES CLEANING SERVICES

THIS AGREEMENT ("Agreement") is entered into this ____ day of October, 2023, effective immediately by and between CORNERSTONE POOLS ("CONTRACTOR") and the CITY OF FREDERICKSBURG, TEXAS ("CITY"), a municipal corporation of the State of Texas. For convenience, the CONTRACTOR and the CITY may sometimes be referred herein collectively as "Parties," and individually as a "Party."

WITNESSETH

WHEREAS, CITY desires to engage the CONTRACTOR to provide aquatics facilities cleaning services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, CONTRACTOR agrees to provide such work and services for the CITY in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. Employment of CONTRACTOR.

(a) CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and CONTRACTOR agree and acknowledge that CITY is entering into this Agreement in reliance on CONTRACTOR's special and unique abilities. CONTRACTOR accepts the relationship of trust and confidence established between it and the CITY by this Agreement. CONTRACTOR acknowledges that CONTRACTOR shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. CONTRACTOR covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY's requirements, in accordance with the highest standards of CONTRACTOR's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The CONTRACTOR warrants, represents, covenants, and agrees that all of the work to be performed by the CONTRACTOR under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States

urban areas under the same or similar circumstances and involving the work to be performed in accordance with Exhibit "A." CONTRACTOR warrants, represents, covenants, and agrees that the work he performs will be accurate and free from any material errors.

(c) CONTRACTOR will be responsible for supplying all tools and equipment necessary for CONTRACTOR to provide the services set forth in Exhibit "A" attached hereto.

2. **Compensation.** The CITY agrees to pay the CONTRACTOR the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, CONTRACTOR shall provide CITY an invoice specifying the services provided during the previous month and the total amount owed by the CITY. Payment will be made by the CITY within thirty (30) days of receipt of an invoice from CONTRACTOR.
3. **Changes.** CITY may, from time-to-time require changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONTRACTOR, shall be incorporated in written amendment to this Agreement, and signed by the Parties.
4. **Services and Materials to be Furnished by CITY.** CITY shall provide all necessary pool chemicals for all services provided, including but not limited to: chlorine, acid, stabilizing chemicals, sodium bicarbonate, cyanuric, acid, algaecides, and scale removers.
5. **Materials to be Furnished by CONTRACTOR.** CONTRACTOR shall provide all cleaning materials, vacuums, brushes, power washers, buckets, and any other equipment deemed necessary to perform the services.
6. **Storage Space Furnished by CITY.** CITY shall furnish limited space for the purpose of storing CONTRACTOR's equipment and supplies in or near the pool facilities. CITY shall provide CONTRACTOR with keys to the storage space. CONTRACTOR must maintain storage space in a neat and orderly manner. CONTRACTOR is responsible for following proper storage handling rules and regulations and must adhere to applicable Codes related to material handling. CONTRACTOR must keep current Material Safety Data Sheets which must be kept and made available in all chemical storage areas. CITY assumes no security against loss or damage. CITY reserves the right to inspect the storage space at any time. CONTRACTOR shall reimburse CITY for replacement costs of any lost keys.
7. **Ownership of Documents.** All reports, plans, specifications, and other documents prepared by CONTRACTOR pursuant to this Agreement shall be the property of the CITY. CONTRACTOR will deliver to the CITY copies of the prepared documents and materials. CONTRACTOR shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever

requested. CONTRACTOR may make copies of any and all such documents and items and retain same for its files.

8. **Term and Termination of Agreement.** The Term of this Agreement shall be one (1) year from the effective date. The Agreement may be renewed four (4) times for additional one-year terms. Either Party may terminate this Agreement at any time by providing thirty (30) days written notice to the other Party.
9. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except in writing signed by both Parties.
10. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any Party other than the CONTRACTOR.
11. **Final Decisions.** Serving as a CONTRACTOR to the CITY, CONTRACTOR shall advise all Parties that final decisions shall be made by the City Council and/or City Manager.
12. **Indemnification.** THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS, AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM THE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT.
13. **Insurance.** CONTRACTOR agrees to maintain insurance for comprehensive general liability, automobile liability insurance, workers' compensation and professional liability during the term of this Agreement in the following amounts:

Workers' Compensation and Employers' Liability	
State of Texas Statutory limits and	
Employer's Liability:	\$100,000 Each Accident
	\$500,000 Disease-Policy Limit
	\$100,000 Disease-Each
	Employee
Waiver of Subrogation	
Commercial General Liability	
Bodily Injury & Property Damage	
General Aggregate Limit:	\$2,000,000

Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

Commercial Automobile Liability Limits

Bodily Injury & Property Damage	
Combined Single Limit:	\$1,000,000
Medical Payments:	\$5,000 Per Person
Uninsured/Underinsured Motorist	\$100,000

CONTRACTOR shall provide CITY with evidence of such coverages in a form which is acceptable to the CITY. Such policies shall name the CITY, its officers, employees and Council Members as additional insureds, and shall provide for a waiver of subrogation against the CITY.

14. **Personnel.** All of the services required hereunder will be performed by the CONTRACTOR or under CONTRACTOR's supervision, and all personnel engaged in the work shall be qualified to perform such services.
15. **Independent Contractor.** In performing the services under this Agreement, CONTRACTOR is acting as an independent contractor. No term or provision hereof shall be construed as making CONTRACTOR the agent, servant, or employee of the CITY, or as creating a partnership or joint venture relationship between CONTRACTOR and the CITY.
16. **Assignability.** The Parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
17. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Parker County, Texas.
18. **Authority to Sign.** The Parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement as of the date first written above.

CITY OF FREDERICKSBURG, TEXAS

By: _____

Print Name: _____

Title: _____

CORNERSTONE POOLS

By: _____

Print Name: _____

Title: _____

Exhibit A

I. FEES.

CONTRACTOR agrees to perform the Services listed below at the following fees:

Facility	Service Frequency	General Cleaning per Visit Cost	Total Annual Charges
Town Pool (Season)	1x a week	\$280.77	\$6,083.35
Park Pool (Season)	1x a week	\$484.62	\$10,500.10
Splashpad (Season)	1x a week	\$328.10	\$8,530.60
Town Pool (Off Season)	1x a week	\$280.77	\$8,516.69
Park Pool (Off Season)	1x a week	\$484.62	\$14,700.14
Splashpad (Off Season)	1x a week	\$112.42	\$2,922.92
Specialized Services	As Needed	\$100/hour	TBD

II. SERVICES.

CONTRACTOR agrees to perform the Services listed below:

REGULARLY SCHEDULED AQUATICS CLEANING SERVICE SPECIFICATIONS:

CONTRACTOR shall provide regularly scheduled cleaning services defined below.

Swimming Pools

The following cleaning services shall be provided each visit:

- Cleaning skimmers;
- Vacuuming debris and sand;
- Brushing steps, beach entries, sides of the pool, and inset ladder steps;
- Netting debris;
- Blowing off decks;
- Testing chemistry weekly and adding stabilizing chemicals to the pool vault or skimmers (Sodium Bicarb and Cyanuric Acid);
- Report chemical additions and readings to City of Fredericksburg Parks staff;
- Monitor all Influent and Effluent pressures and backwash all chambers as needed; and
- Clean debris from each Pump Skimmer basket as needed.

All Chlorine and Acid Adjustments to maintain Chlorine and Ph levels will continue to be done by City's CPO certified staff.

CONTRACTOR shall provide services according to the information below.

One visit per week completing task based on time of year at each facility based on the schedules for each pool and/or facility detailed below.

Lady Bird Johnson Municipal Park Pool, 432 Ladybird Dr.

~350,000 gal Large Pool:

- Leisure Pool with beach entry to 4ft
- Lap Lanes 4ft to 5ft
- 11ft Diving Well

~1500 gal Baby Pool Wader

- Beach Entry with a 1ft max
- **May-September: Season** Cleaning skimmers, vacuuming, brushing, netting, and blowing off deck of the entire facility: Leisure, Lap, Diving Well, and Wader. Facility must be cleaned Tuesday afternoon/evenings after 12 noon and before 10pm or Saturdays or Sundays before 12:45pm.
- **October-March: Off Season** Diving Well and Lap Lanes sections are blanketed during the off season and only cleaning of skimmers and blowing off deck will be needed in these sections. Cleaning of skimmers, vacuuming, brushing, netting, and blowing off deck of the leisure and wader sections will continue. Facility must be cleaned Monday-Sunday between 5am and 10pm.
- **April: Pre-Season** deep clean of Diving Well and Lap Lanes when blanket is removed by staff in addition to Leisure and Wader Pool normal cleaning. Facility must be cleaned Monday-Sunday between 5am and 10pm.
- **Year Round:** Report chemical additions and readings to CITY Parks staff; monitor all Influent and Effluent pressures and backwash all chambers as needed; and clean debris from each pump skimmer basket as needed.

Tony Knopp Town Pool, 105 W. Travis St.

~150,000 gal Large Pool

- 3ft to 5ft max depth

~1500 gal Baby Pool Wader

- Beach Entry with a 1ft max
- **May-September: Season** Cleaning skimmers, vacuuming, brushing, netting, and blowing off deck of entire facility: Leisure and Wader. Testing chemistry weekly

and adding stabilizing chemicals to the pool vault or skimmers (Sodium Bicarb and Cyanuric Acid). Report chemical additions and readings to CITY Parks staff. Monitor all Influent and Effluent pressures and backwash all chambers as needed. Clean debris from each pump skimmer basket as needed. All chlorine and acid adjustments to maintain chlorine and ph levels will continue to be done by CITY's CPO certified staff. Facility must be cleaned Mondays between 5am and 10pm or Saturdays or Sundays before 10am.

- **October-April: Off Season** Town pool facilities are not blanketed during off season months. Cleaning skimmers, vacuuming, brushing, netting, and blowing off deck of entire facility leisure and wader will continue. Facility must be cleaned Monday-Sunday between 5am and 10pm.
- **Year Round:** Report chemical additions and readings to City of Fredericksburg Parks staff; monitor all Influent and Effluent pressures and backwash all chambers as needed; and clean debris from each Pump Skimmer basket as needed.

Splashpad

CONTRACTOR shall perform the following services each visit:

- Brushing trench drains to prevent stains;
- Power washing impermeable and permeable surfaces and spray feature outlets;
- Blowing off debris from permeable and impermeable surfaces;
- Calcium buildup removal from spray features;
- Removal of debris from trench drains;
- Testing chemistry weekly and adding stabilizing chemicals to the pool vault or skimmers (Sodium Bicarb and Cyanuric Acid);
- Report chemical additions and readings to City of Fredericksburg Parks staff;
- Monitor all Influent and Effluent pressures and backwash all chambers as needed;
- Clean debris from each Pump Skimmer basket as needed;

All Chlorine and Acid Adjustments to maintain Chlorine and Ph levels will continue to be done by City's CPO certified staff.

- **Season (Starting in May):** Blowing off permeable/impermeable surfaces, power washing permeable/impermeable surfaces, power washing spray feature outlets, brushing trench drains, calcium and algae buildup removal from spray features, removal of debris from trench drain. Report chemical additions and readings to CITY Parks staff. Monitor all Influent and Effluent pressures and backwash all chambers as needed. Clean debris from each pump skimmer basket as needed. Facility must be cleaned Mondays between 5am and 10pm or Saturdays or Sundays before 10am.
- **Off Season (TBD):** blowing off permeable/impermeable surfaces, power washing permeable/impermeable surfaces, power washing spray feature outlets when

needed, brushing trench drains when needed, calcium buildup removal from spray features when needed, removal of debris from trench drain. Facility must be cleaned Monday-Sunday between 5am and 10pm.

** Pool facilities are seasonal. The CITY's goal is to open Park Pool Memorial Day weekend and close in August or early September pending staff. The splashpad will open in the spring (around April) and close in September to October depending on the weather.

SPECIALIZED SERVICES

CONTRACTOR shall provide other specialized services such as algicide/scaling treatments, additional power washing and/or blowing debris after a storm event or when requested by CITY at times outside regularly scheduled maintenance, equipment service, replacement, repair with proper licensing, etc., and will be completed as necessary and as agreed upon by both Parties prior to rendering such specialized services.

Request for Proposals

Aquatics Facilities Cleaning Services
City of Fredericksburg, TX



Issue Date: **Friday, August 4, 2023**

Proposal Due Date: **Monday, August 28, 2023, 10:00 a.m.**

CONTENTS

INTRODUCTION AND SUMMARY	2
PRE-PROPOSAL CONFERENCE	3
PROCUREMENT SCHEDULE	4
SCOPE OF SERVICE	4
INSURANCE REQUIREMENTS	9
PROPOSAL REQUIREMENTS	10

INTRODUCTION AND SUMMARY

The City of Fredericksburg, Texas (“City”) invites all qualified parties to submit written proposals for Aquatics Facilities Cleaning services at various Aquatics facilities, consistent with the terms, conditions and instructions set forth in this Request for Proposals (“RFP”).

The deadline for submitting the response to this RFP is 10:00 a.m. (CST), **Monday, August 28, 2023**. If mailed, the proposal must be received by the City by this date and time.

The Request for Proposals may also be downloaded from the City’s website at www.fbgtx.org. It is the downloader’s responsibility to check the website for addendums and additional information.

Respondents to this RFP must submit an original and one (1) copy of their Proposal in a sealed package labeled **“AQUATICS FACILITIES CLEANING.”**

Responses will be time stamped and dated and should be sent to:

Andrea Schmidt, Parks & Recreation Director
Fredericksburg City Hall
126 West Main Street
Fredericksburg, TX 78624

Late responses will not be accepted. Faxed or emailed responses will not be accepted. The City is not responsible for submissions not properly identified.

Questions regarding this RFP must be submitted in writing to the City by **Monday, August 21, 2023**. Responses to respondent questions will be provided by **Wednesday, August 23, 2023**.

The City reserves the right to reject any and all responses or to accept any qualifications deemed to be in its best interest. The City shall not be obligated to enter any contract with any respondent on any terms or conditions. Questions regarding this RFP should be sent in writing or email per respondent to:

Andrea Schmidt, Parks & Recreation Director
Fredericksburg City Hall
126 West Main Street
Fredericksburg, TX 78624
aschmidt@fbgtx.org

PRE-PROPOSAL CONFERENCE

Date and Time: Friday, August 18, 2023, 9:00 a.m.

Location: City of Fredericksburg, City Hall Conference Room
126 W. Main Street
Fredericksburg, TX 78624

*Attendance at this pre-proposal conference is mandatory. This will include a walk-through of all facilities. If existing contractor is the only company that attends, the walk through may be abbreviated or not occur.

PROCUREMENT SCHEDULE

RFP Issued: Friday, August 4, 2023
Pre-Proposal Conference: Friday, August 18, 2023, 9:00 a.m.
Questions must be received by: Monday, August 21, 2023
Questions answered by: Wednesday, August 23, 2023, 5:00 p.m.
RFP Responses Due: Monday, August 28, 2023, 10:00 am

SCOPE OF SERVICE

Performance Standards and Inspections:

- Respondent is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks.
- Respondent shall ensure that its employees do not bring or meet personal visitors to/at the City's property at any time. This includes children, family, or acquaintances.
- Respondent shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on City of Fredericksburg property. Smoking is not allowed in any City facility.
- Lock gates and doors to splashpad.
- Some flexibility to the cleaning schedules will be needed at times due to special events or other unknown factors.
- Communicate to the City any changes to the cleaning schedule.

City of Fredericksburg's Responsibilities:

The City of Fredericksburg will provide all necessary pool chemicals for all services provided including, but not limited to, chlorine, acid; stabilizing chemicals sodium bicarbonate, cyanuric, acid, algaecides, scale removers. The Respondent shall provide all cleaning materials, vacuums, brushes, power washers, buckets, and any other equipment deemed necessary to perform the services requested.

The City of Fredericksburg shall furnish limited space for the purpose of storing Respondent's equipment and supplies in or near facilities. Keys for storage space shall be provided to Respondent by the City. Storage space must be maintained in a neat and orderly manner. Respondent is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling. Current Material Safety Data Sheets must be available in all chemical storage areas. The City assumes no security against loss or damage. In addition, the City reserves the right to inspect the storage space at any time. Respondent shall reimburse the City for replacement costs of any lost keys.

Communicate with contractor any special events or other factors that will change the cleaning schedule.

The City reserves the right to make additions, deletions, revisions and /or otherwise modify the scope of services.

The goal is to award the contract at the September 19, 2023 City Council meeting. Contract award will depend on funding approval in the Fiscal Year 2024 budget. The budget is also scheduled to be adopted at the September 19th City Council meeting. Contract would begin October 1, 2023, if awarded in September of 2023 and end on September 20, 2024. Contracts will be awarded for a term of one (1) year with the potential of four one-year renewals if both parties agree in writing.

The City of Fredericksburg reserves the right to reject any and all Bids, to re-advertise, and to enter into contract(s) determined to be in its best interest.

REGULARLY SCHEDULED AQUATICS CLEANING SERVICE SPECIFICATIONS:

Respondent shall provide regularly scheduled cleaning services defined below.

Swimming Pools

Quotes should include the following each visit:

- Cleaning skimmers
- Vacuuming debris and sand
- Brushing steps, beach entries, sides of the pool, and inset ladder steps
- Netting debris
- Blowing off decks
- Testing chemistry weekly and adding stabilizing chemicals to the pool vault or skimmers (Sodium Bicarb and Cyanuric Acid)
- Report chemical additions and readings to City of Fredericksburg Parks staff.
- Monitor all Influent and Effluent pressures and Backwash all chambers as needed.
- Clean debris from each Pump Skimmer basket as needed.
- All Chlorine and Acid Adjustments to maintain Chlorine and Ph levels will continue to be done by City's CPO certified staff.

Respondent shall provide services according to the information below.

One visit per week completing task based on time of year at each facility.

Lady Bird Johnson Municipal Park Pool, 432 Ladybird Dr.

~350,000 gal Large Pool:

- Leisure Pool with beach entry to 4ft
- Lap Lanes 4ft to 5ft
- 11ft Diving Well

~1500 gal Baby Pool Wader

- Beach Entry with a 1ft max
- **May-September: Season** Cleaning skimmers, vacuuming, brushing, netting, and blowing off deck of the entire facility: Leisure, Lap, Diving Well, and Wader. Facility must be cleaned Tuesday afternoon/evenings after 12 noon and before 10pm or Saturdays or Sundays before 12:45p.
- **October-March: Off Season** Diving Well and Lap Lanes sections are blanketed during the off season and only cleaning of skimmers and blowing off deck will be needed in these sections. Cleaning of skimmers, vacuuming, brushing, netting, and blowing off deck of the Leisure and Wader sections will continue. Facility must be cleaned Monday-Sunday between 5am and 10pm.
- **April: Pre Season** deep clean of Diving Well and Lap Lanes when blanket is removed by staff in addition to Leisure and Wader Pool normal cleaning. Facility must be cleaned Monday-Sunday between 5am and 10pm.
- **Year Round:** Report chemical additions and readings to City of Fredericksburg Parks staff. Monitor all Influent and Effluent pressures and Backwash all chambers as needed. Clean debris from each Pump Skimmer basket as needed.

Tony Knopp Town Pool, 105 W. Travis St.

~150,000 gal Large Pool

- 3ft to 5ft max depth

~1500 gal Baby Pool Wader

- Beach Entry with a 1ft max
- **May-September: Season** Cleaning skimmers, vacuuming, brushing, netting, and blowing off deck of entire facility: Leisure and Wader. Testing chemistry weekly and adding stabilizing chemicals to the pool vault or skimmers (Sodium Bicarb and Cyanuric Acid). Report chemical additions and readings to City of Fredericksburg Parks staff. Monitor all Influent and Effluent pressures and Backwash all chambers as needed. Clean debris from each Pump Skimmer basket as needed. All Chlorine and Acid Adjustments to maintain Chlorine and Ph levels will continue to be done by City's CPO certified staff. Facility must be cleaned Mondays between 5am and 10pm or Saturdays or Sundays before 10am.
- **October-April: Off Season** Town Pool facilities are not blanketed during off season months. Cleaning skimmers, vacuuming, brushing, netting, and blowing off deck of entire facility Leisure and Wader will continue. Facility must be cleaned Monday-Sunday between 5am and 10pm.
- **Year Round:** Report chemical additions and readings to City of Fredericksburg Parks staff. Monitor all Influent and Effluent pressures and Backwash all chambers as needed. Clean debris from each Pump Skimmer basket as needed.

Splashpad

Quotes should include the following each visit:

- Brushing trench drains to prevent stains
- Power washing impermeable and permeable surfaces and spray feature outlets
- Blowing off debris from permeable and impermeable surfaces
- Calcium buildup removal from spray features
- Removal of debris from trench drains
- Testing chemistry weekly and adding stabilizing chemicals to the pool vault or skimmers (Sodium Bicarb and Cyanuric Acid)
- Report chemical additions and readings to City of Fredericksburg Parks staff.
- Monitor all Influent and Effluent pressures and Backwash all chambers as needed.
- Clean debris from each Pump Skimmer basket as needed.
- All Chlorine and Acid Adjustments to maintain Chlorine and Ph levels will continue to be done by City's CPO certified staff.

LOT INFORMATION:
105 E. TRAVIS ST
LEGAL DESCRIPTION:
FBG ADD BLK 39 LOT 533-PT & 534
SIZE:
LOT SIZE:
28,400 SQ.FT.
IMPERMEABLE SURFACE:
24,236 SQ.FT.
PERMEABLE SURFACE:
4,164 SQ.FT.
PERCENTAGE PERMEABLE: 15%

- Season (Starting in May):** Blowing off permeable/impermeable surfaces, power washing permeable/impermeable surfaces, power washing spray feature outlets, brushing trench drains, Calcium and algae buildup removal from spray features, removal of debris from trench drain. Report chemical additions and readings to City of Fredericksburg Parks staff. Monitor all Influent and Effluent pressures and Backwash all chambers as needed. Clean debris from each Pump Skimmer basket as needed. Facility must be cleaned Mondays between 5am and 10pm or Saturdays or Sundays before 10am.

Tuesday – Saturday	10:00 am – 7:00 pm
Sunday	12:00 pm – 5:00 pm
Monday	Closed

- Off Season (TBD):** blowing off permeable/impermeable surfaces, power washing permeable/impermeable surfaces, power washing spray feature outlets when needed, brushing trench drains when needed, calcium buildup removal from spray features when needed, removal of debris from trench drain. Facility must be cleaned Monday-Sunday between 5am and 10pm.

** Pool facilities are seasonal. Our goal is to open Park Pool Memorial Day weekend and close in August or early September pending staff. The splashpad will open in the spring (around April) and close in September to October depending on the weather.

SPECIALIZED SERVICES

Respondent shall have the ability to provide other specialized services such as Algicide /Scaling Treatments, Additional Power Washing and/or Blowing Debris, equipment service, replacement, repair with proper licensing, etc. and will be completed as necessary and as agreed upon by both parties.

INSURANCE REQUIREMENTS

Insurance and Liability

Bidder shall provide insurance certificates with the Bid submission showing evidence of the following insurance coverage:

Workers' Compensation and Employers' Liability
State of Texas Statutory limits and
Employer's Liability: \$100,000 Each Accident
 \$500,000 Disease-Policy Limit
 \$100,000 Disease-Each Employee
Waiver of Subrogation

Commercial General Liability
Bodily Injury & Property Damage
General Aggregate Limit: \$2,000,000
Personal & Advertising Injury Limit \$1,000,000
Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

Commercial Automobile Liability Limits

Bodily Injury & Property Damage
Combined Single Limit: \$1,000,000
Medical Payments: \$ 5,000 Per Person
Uninsured/Underinsured Motorist \$100,000

PROPOSAL REQUIREMENTS

- Respondents shall provide a letter of introduction and identify and provide resumes for key personnel who will be involved with the implementation of a contract with the City for Aquatics Cleaning Services.
- Respondents shall provide a summary of qualifications which include the following:
 - Current and past pool cleaning services experience; years in business; please list all State permits, licenses, etc. that you hold which may be relevant to perform the job.
 - Location of local office, main headquarters, etc.
 - Proof of comprehensive insurance including general liability and workers' compensation coverage
 - A description of the cleaning services you provide
 - A description of the commercial equipment repairs and services you provide
 - A listing of specialized services available
 - Payment terms
 - Attach any professional brochures, marketing materials or business cards that describe your work.
- Provide the name, title, address, and phone number of three (3) references having first-hand experience with your business/organization for contracts you have been awarded.
- A detailed explanation of your ability to provide labor, supervision, chemicals, cleaning products, equipment, and paper products.
- A detailed explanation of your inspection process for services performed.
- A detailed explanation of how you communicate and solicit feedback from your clients.
- Table on the next page with costs completed for columns in yellow (Columns, 3 &4).

		Fill in this column	Fill in	
Facility	Service Frequency	General Cleaning Per Visit Cost	~Total Monthly Charges	~TOTAL FY24 Cost
Town Pool (Season)	1x a week			
Park Pool (Season)	1x a week			
Splashpad (Season)	1x a week			
Town Pool (Off Season)	1x a week			
Park Pool (Off Season)	1x a week			
Splashpad (Off Season)	1x a week			
Specialized Services	As Needed			



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM:

MEETING DATE: September 19, 2023

CATEGORY: CITY MANAGER'S REPORT

CAPTION: Renewable Energy Update

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning

Government Vision

Family Life Vision

Quality of Life Vision

ATTACHMENTS:

None

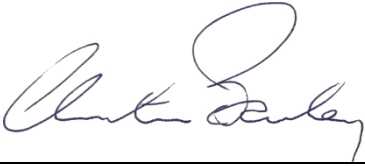
APPROVAL/REVIEW:

William McKamie, City Attorney

Date: September 11, 2023

Shelley Goodwin, City Secretary

Date: September 13, 2023

A handwritten signature in blue ink, appearing to read "Clinton Bailey". The signature is fluid and cursive, with a large loop at the end of the last name.

Clinton Bailey, City Manager

Date: September 15, 2023



CITY COUNCIL AGENDA MEMO

DEPARTMENT: City Secretary

TO: Mayor & City Council Members

FROM:

MEETING DATE: September 19, 2023

CATEGORY: CITY MANAGER'S REPORT

CAPTION: City Manager Monthly Update

PRESENTATION:

SUMMARY:

BACKGROUND:

FUNDING SOURCE:

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

COMMUNITY VISIONING/STRATEGIC INITIATIVES:

Business Visioning
Government Vision
Family Life Vision
Quality of Life Vision

ATTACHMENTS:

None

APPROVAL/REVIEW:

Krista Wareham, Director of Finance

Date: September 11, 2023

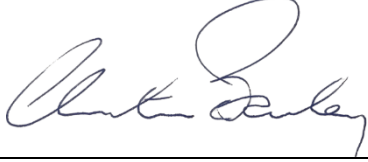
William McKamie, City Attorney

Date: September 11, 2023



Shelley Goodwin, City Secretary

Date: September 11, 2023



Clinton Bailey, City Manager

Date: September 15, 2023

City Council Regular Meeting October 3, 2023

2023-105	City Council Minutes September 13, 2023 Special Meeting September 19, 2023 Regular Meeting	Consent - Approve	Shelley Goodwin	City Secretary
2023-67	Consider the approval of street closure requests for W. Crockett Street from N. Austin to N. Travis Street; W. Schubert (eastbound lane only) from N. Crockett to N. Adams Street, and N. Adams Street (southbound lane only) from W. Schubert to the church entrance on Adams Street; from 5:30 p.m. to 8:30 p.m., on both Friday and Saturday, December 8 & 9, 2023, for the Christmas Journey event hosted by Bethany Lutheran Church.	Consent - Approve	Jennifer Krupa	Parks and Recreation
	STR Amendment	Public Hearing	Anna Hudson	Development Services
	Consider a Resolution Approving the Assignment of the Annexation Agreement, Dated September 4, 2018, to FBRG Hospitality Developers, LP	Resolution	Garret Bonn	Asst. City Manager
	Consider Changes to Municipal Court Operations Including Administrative Adjudication Process and Fine Structure	Ordinance	Shelley Becker	Municipal Court

Future Agenda Items

2023-74	Consider naming rights for Marktplatz northwest corner project (Fall 2023)	Approve	Andrea Schmidt	Parks and Recreation
2023-341	Approve new fees for pool parties based on new pay rates for lifeguards (December 2023)	Approve	Andrea Schmidt	Parks and Recreation
2023-342	Approve new RV, pavilion, Tatsch House and other recreational fees (Fall 2023)	Approve	Andrea Schmidt	Parks and Recreation
2023-	Award Construction Bid for S. Llano Shared-Use Bridge & Ufer St. Sidewalk Project	Approve	Garret Bonn	City Manager
	Recognition of Patrolman Victor Martinez	Recognize	Clinton Bailey	City Manager
2023-471	Adopt fees for the John Klein Meeting room (Nov or Dec)	Ordinance	Andrea Schmidt	Parks and Recreation
2023-487	Consider a Request from the Fredericksburg Independent School District (FISD) For Vacation and Abandonment of Public Right of Way in the Vicinity of the New Middle School Campus	Approve	Garret Bonn,	Asst. City Manager
2023-486	Consider the Approval of a Construction Contract Award for the S. Llano Shared Use Bridge & Ufer St. Sidewalk Project	Approve	Garret Bonn,	Asst. City Manager
2023-488	Consider a Request from Heritage Hill Country Subdivision Relating to the Maintenance of Roadways within the Development	Approve	Garret Bonn,	Asst. City Manager
2023-489	Consider an Agreement with the Gillespie County Historical Society Relating to Public Restrooms at the Pioneer Museum and Operations and Maintenance of the Vereins Kirche	Approve	Garret Bonn,	Asst. City Manager

Upcoming City Council Meetings

October 3, 2023 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center

October 17, 2023 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center

November 7, 2023 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center

November 21, 2023 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center

December 5, 2023 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center

December 19, 2023 - City Council Regular Meeting at 9:00 a.m. at the Law Enforcement Center