

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, APRIL 2, 2018 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Charlie Kiehne, Council Member
Jerry Luckenbach, Council Member

Gary Neffendorf, Council Member
Bobby Watson, Council Member
Kent Myers, City Manager

(REQUEST ALL PAGERS AND PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL)

A G E N D A

CALL TO ORDER

Page Ref

PLEDGE OF ALLEGIANCE

1. **EMPLOYEE RECOGNITIONS**

2. **ORDINANCES - RESOLUTIONS- ACTION ITEMS**

A. Consider Construction Contract for the San Antonio Street Sanitary Sewer Rehabilitation Project

1-22

3. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**

A. Receive Presentation of Annual Financial Report

23-24

B. Consider Proposed Annexation of the Highway 290 E Area

25-30

C. Consider Proposed Attainable Housing Project on Smokehouse Road

31-36

4. **ITEMS FOR FUTURE AGENDAS**

5. **PUBLIC COMMENTS** - *This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.*

6. **COUNCIL COMMENTS** - No discussion or action may take place

7. **ADJOURN**



CITY COUNCIL MEMO

DATE: April 2, 2018

TO: Mayor and City Council

FROM: Kris Kneese, P.E. – Assistant Director of Public Works and Utilities

SUBJECT: Phase 1 of the San Antonio Street Sanitary Sewer Rehabilitation Project - Construction Contract Award

Summary:

Receive construction contract pricing for Phase 1 of the San Antonio Street Sanitary Sewer Rehabilitation Project.

Recommendation:

City staff recommends awarding Phase 1 of the San Antonio Street Sanitary Sewer Rehabilitation construction contract to Vaught Services, LLC in the amount not to exceed \$999,976.53.

Background / Analysis:

As part of the Wastewater Master Plan completed by Freese and Nichols in 2016, the San Antonio Street Sanitary Sewer Line Rehabilitation Project was identified as one of the highest ranking wastewater projects with a cost estimate of \$2,898,200. The project is a long standing Capital Improvements Plan project that includes the replacement and expansion of sanitary sewer collection pipe along San Antonio Street from Main Street to Lincoln Street.

The San Antonio Street sanitary sewer line collects a large percentage of the sanitary sewer from the northwest portion of Fredericksburg. The sewer line consists of 12, 10 and 8 inch diameter pipes. Much of the sewer line is vitrified clay pipe which is brittle and cracking. Additionally, the sanitary sewer line is

The City of Fredericksburg



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flowing near conveyance capacities and needs to be upsized. With the condition of the pipe and the need to upsize the line, a pipe bursting construction method was evaluated for the project. Also, as seen on the map, a portion of the sanitary sewer line is located along the creek, which makes it difficult to access for traditional open trench construction. See attached map for the location of the project, including Phase 1 and Phase 2.

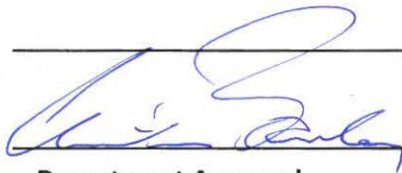
During the FY 2018 budget discussion, City Council budgeted \$1,000,000 in the Water Department budget for Phase 1 of the San Antonio Street Sanitary Sewer Line Rehabilitation Project. As mentioned above, a pipe bursting construction method is being proposed to replace and upsize the existing sanitary sewer line.

City staff worked with Vaught Services, a subsidiary company of Vortex Companies, to develop a construction cost estimate and contract for the project. The cost of the overall project was developed, knowing that the project would be completed in two phases as discussed with City Council during the FY 2018 budget discussions. The attached construction cost proposal shows the total project (Phase 1 and 2) cost of \$1,764,138.00, which is \$1,134,062.00 below the total construction cost estimate provided in the Wastewater Master Plan. Therefore, the Phase 1 construction cost is \$999,976.53, leaving a construction cost estimate to complete Phase 2 of the project at approximately \$765,000.00. City Staff plans to discuss budgeting of Phase 2 with City Council during the FY 2019 budget discussions.

City Staff is recommending award of the Phase 1 – San Antonio Street Sanitary Sewer Line Rehabilitation Project construction contract to Vaught Services, LLC. in the amount not to exceed \$999,976.53. The construction contract is being executed through The Interlocal Purchasing System (TIPS), which is similar to Buy Board and meets State purchasing regulation.

Attachments:

- TIPS Purchasing Contract
- Contractor Pricing Worksheet
- Overall Project Quote
- Construction Map/Presentation



Department Approval



City Manager Approval



City Attorney Approval

The City of Fredericksburg

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TIPS VENDOR AGREEMENT

Between Vortex Companies, LLC **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 171105 Pipe Bursting

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda,

that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Special Terms and Conditions

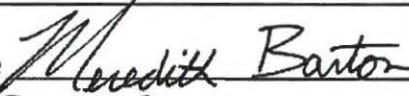
It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 171105 Pipe Bursting

Company Name Vortex Companies, LLC
Address 18150 Imperial Valley Drive
City Houston State TX Zip 77060
Phone 713-750-9081 Fax 844-204-7996
Email of Authorized Representative nbanchetti@vortexcompanies.com
Name of Authorized Representative Nick Banchetti
Title COO
Signature of Authorized Representative 
Date 12/13/2017
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 1/25/18

Resellers - Dealers**Optional - For proposers with resellers**

This resellers document is for proposers to list any other companies that resell their products.

Only list resellers of your products that are located in the US or Canada.

Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Vortex Infrastructure Services, LLC	18150 Imperial Valley Drive	Houston	TX	77060	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Vortex Turnkey Solutions, LLC	18150 Imperial Valley Drive	Houston	TX	77060	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Vortex Industrial Solutions, LLC	18150 Imperial Valley Drive	Houston	TX	77060	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Quadex Lining Systems, LLC	18150 Imperial Valley Drive	Houston	TX	77060	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Quadex, LLC	18150 Imperial Valley Drive	Houston	TX	77060	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Vaught Services, LLC	18150 Imperial Valley Drive	Houston	TX	77060	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Ricor Services, LLC	6255 W 52nd Ave.	Arvada	CO	80002	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Vortex West, LLC	6255 W 52nd Ave.	Arvada	CO	80002	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
Schwalm USA, LLC	1200 Woodruff Road, Unit B-7	Greenville	SC	29607	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9081	844-204-7996	www.vortexcompanies.com
VacVision Environmental, LLC	10200 U.S. Highway 92 East	Tampa	FL	33610	Nick Banchetti	nbanchetti@vortexcompanies.com	713-750-9082	844-204-7997	www.vortexcompanies.com

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EMAIL PURCHASE ORDER TO: TIPSPO@TIPS-USA.COM

ATTACH PO AS A PDF - ONLY ONE PO PER EMAIL

PO MUST REFERENCE TIPS CONTRACT NUMBER

Resellers listed below may also hold a current TIPS contract. PO's for quotes provided by a reseller that are also awarded in the same category will be processed and sent directly to that reseller.

Please check under "ALL VENDORS" before requesting a quote from any listed reseller.

Resellers	Address
Quadex Lining Systems, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	18150 Imperial Valley Drive Houston, TX 7760 Phone:(713) 750-9081 Fax:
Quadex, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	18150 Imperial Valley Drive Houston, TX 7760 Phone:(713) 750-9081 Fax:
Ricor Services, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	6255 W 52nd Ave Arvada, CO 80002 Phone:(713) 750-9081 Fax:
Schwalm USA, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	1200 Woodruff Road, Unit B-7 Greenville, SC 29607 Phone:(713) 750-9081 Fax:
VacVision Environmental, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9082 Contact Email: nbanchetti@vortexcompanies.com	10200 U.S. Highway 92 East Tampa, FL 33610 Phone:(713) 750-9082 Fax:
Vaught Services, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	18150 Imperial Valley Drive Houston, TX 7760 Phone:(713) 750-9081 Fax:
Vortex Industrial Solutions, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	18150 Imperial Valley Drive Houston, TX 7760 Phone:(713) 750-9081 Fax:
Vortex Infrastructure Services, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	18150 Imperial Valley Drive Houston, TX 7760 Phone:(713) 750-9081 Fax:
Vortex Turnkey Solutions, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	18150 Imperial Valley Drive Houston, TX 7760 Phone:(713) 750-9081 Fax:
Vortex West, LLC www.vortexcompanies.com Contact: Nick Banchetti Contact Phone:(713) 750-9081 Contact Email: nbanchetti@vortexcompanies.com	625 W 52nd Ave Arvada, CO 80002 Phone:(713) 750-9081 Fax:

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**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

171105

PROJECT NAME: 2018 Sanitary Sewer Upsize

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to Contract Administration @ 281-901-5336.
or carefully print; thank you.

Please type

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
BASE BID ITEMS							
1	Mobilization	1	LS	\$ 29,280.00	\$ 29,280.00	\$24,000.00	\$ 24,000.00
2	Traffic Control	1	LS	\$ 7,930.00	\$ 7,930.00	\$6,500.00	\$ 6,500.00
3	Furnish and Install Trench Safety System for Sanitary Sewer Rehabilitation, Complete in Place.	1	LS	\$ 14,945.00	\$ 14,945.00	\$12,250.00	\$ 12,250.00
4	Cleaning of 8-12 Inch Sanitary Sewer Pipe (Pre-Installation), Complete in Place.	3562	LF	\$ 4.27	\$ 15,209.74	\$3.50	\$ 12,467.00
5	Video Inspection of 8-12 Inch Sanitary Sewer Pipe (Pre-Installation), Complete in Place.	3562	LF	\$ 2.44	\$ 8,691.28	\$2.00	\$ 7,124.00
6	Pipe Burst Existing 12-Inch Sanitary Sewer using 18-Inch O.D. HDPE Pipe, Complete in Place.	518	LF	\$ 384.30	\$ 199,067.40	\$315.00	\$ 163,170.00
7	Horizontal Bore - 12-inch Sanitary Sewer	225	LF	\$ 884.50	\$ 199,012.50	\$725.00	\$ 163,125.00
8	Horizontal Bore - 18-inch Sanitary Sewer	100	LF	\$ 1,708.00	\$ 170,800.00	\$1,400.00	\$ 140,000.00
9	Reconnection of Existing Sanitary Sewer Service Connection and up to 5-feet of lateral	20	EA	\$ 915.00	\$ 18,300.00	\$750.00	\$ 15,000.00
10	Open-cut Installation of 18-inch sanitary sewer	40	LF	\$ 451.40	\$ 18,056.00	\$370.00	\$ 14,800.00
11	Bypass Pumping Setup	2	EA	\$ 29,280.00	\$ 58,560.00	\$24,000.00	\$ 48,000.00
12	Bypass Pumping	12	DAYS	\$ 15,494.00	\$ 185,928.00	\$12,700.00	\$ 152,400.00
13	Obstruction Removal, All Diameters, All Depths, Complete in Place.	5	EA	\$ 732.00	\$ 3,660.00	\$600.00	\$ 3,000.00
14	Cement Stabilized Backfill	145	TON	\$ 91.50	\$ 13,267.50	\$75.00	\$ 10,875.00
15	Remove and Replace Existing Pavement - Asphalt	70	SY	\$ 158.60	\$ 11,102.00	\$130.00	\$ 9,100.00
16	Remove and Replace Existing Pavement - Concrete	15	SY	\$ 298.90	\$ 4,483.50	\$245.00	\$ 3,675.00
17	Install 4' Diameter Manhole 0-8' Deep	4	EA	\$ 6,588.00	\$ 26,352.00	\$5,400.00	\$ 21,600.00
18	Plug and Abandon existing 8" Sanitary Sewer	2	EA	\$ 1,220.00	\$ 2,440.00	\$1,000.00	\$ 2,000.00
19	Pipe Burst Existing 10-Inch Sanitary Sewer using 16-Inch O.D. HDPE Pipe, Complete in Place.	780	LF	\$ 217.16	\$ 169,384.80	\$178.00	\$ 138,840.00
20	Remove & Replace Existing Manhole Upper Section (up to 5-ft) including Throat, Cone, Frame & Cover, Complete in Place.	1	EA	\$ 10,736.00	\$ 10,736.00	\$8,800.00	\$ 8,800.00
Proposal BASE Total				\$ 1,167,205.72		\$ 956,726.00	



**THE INTERLOCAL
PURCHASING SYSTEM**
"PURCHASING MADE PERSONAL"



CONTRACTOR PRICING WORKSHEET

JOB ORDER CONTRACTING NO:

171105

PROJECT NAME: 2018 Sanitary Sewer Upsize

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to Contract Administration @ 281-901-5336.
or carefully print; thank you.

Please type

				LIST PRICING		PROJECT SPECIFIC DISCOUNT	
Item	Description of Item	Est. Quant.	Unit	Unit Price	Total	Unit Price	Total
SUPPLEMENTAL ITEMS							
21	Additional footage of service connection to property line or easement	5	LF	\$ 42.00	\$ 210.00	\$35.00	\$ 175.00
22	Dewatering setup	1	EA	\$ 11,400.00	\$ 11,400.00	\$9,500.00	\$ 9,500.00
23	Dewatering pumping	5	DAYS	\$ 960.00	\$ 4,800.00	\$800.00	\$ 4,000.00
24	Extra Depth 4" Diameter Manhole	1	VF	\$ 540.00	\$ 540.00	\$450.00	\$ 450.00
Proposal SUPPLEMENTAL ITEMS Total				\$ 16,950.00		\$ 14,125.00	
TOTAL BASE + SUPPLEMENTAL (less Bonds)				\$ 1,184,155.72		\$ 970,851.00	

Items NOT included in quote unless expressly noted:

Manhole Removal / Replacement or Coatings, Point Repairs,
Dewatering, Traffic Control outside of typical cones and signage,
Heavy Bypass Pumping, Surface Restoration, SWPPP, Vibration Monitoring,
Pre or Post Television Inspection, Bonds, Mechanical Pipe Cleaning

Performance and Payment Bonds: \$ 29,125.53

Pricing Date: 3/21/18

TOTAL w/ Bonds: \$ 999,976.53

Buying Agency:	City of Fredericksburg
Contact Person:	Kris Kneese
Phone:	830.990.2035
Email:	kkneese@fbtix.org

Contractor:	Vaught Services, LLC
Prepared By:	Jedidiah Brewer
Phone:	615.495.9500
Email:	jbrewer@vaughtllc.com

NOTE:

- Acquisition of easements needed for horizontal bores is the responsibility of the City
- City is responsible for providing engineered drawings for bore locations as well as surrounding utilities
- Quantity is based on information provided by the Customer and may vary based on field measurements to be verified by Contractor
- Contractor reserves the right to modify prices with written notice at any time during construction or until execution of formal contracts

The Customer shall be responsible for providing:

- Access to hydrants or free water source as necessary (including meters)
- All Traffic Control
- All Permits and Permissions which may be necessary (Federal, State, TXDOT, Local, etc.)



VAUGHT Services LLC
 18150 Imperial Valley Dr
 Houston, Texas 77060

ESTIMATE

EST # 100032018
 DATE: 3/20/18

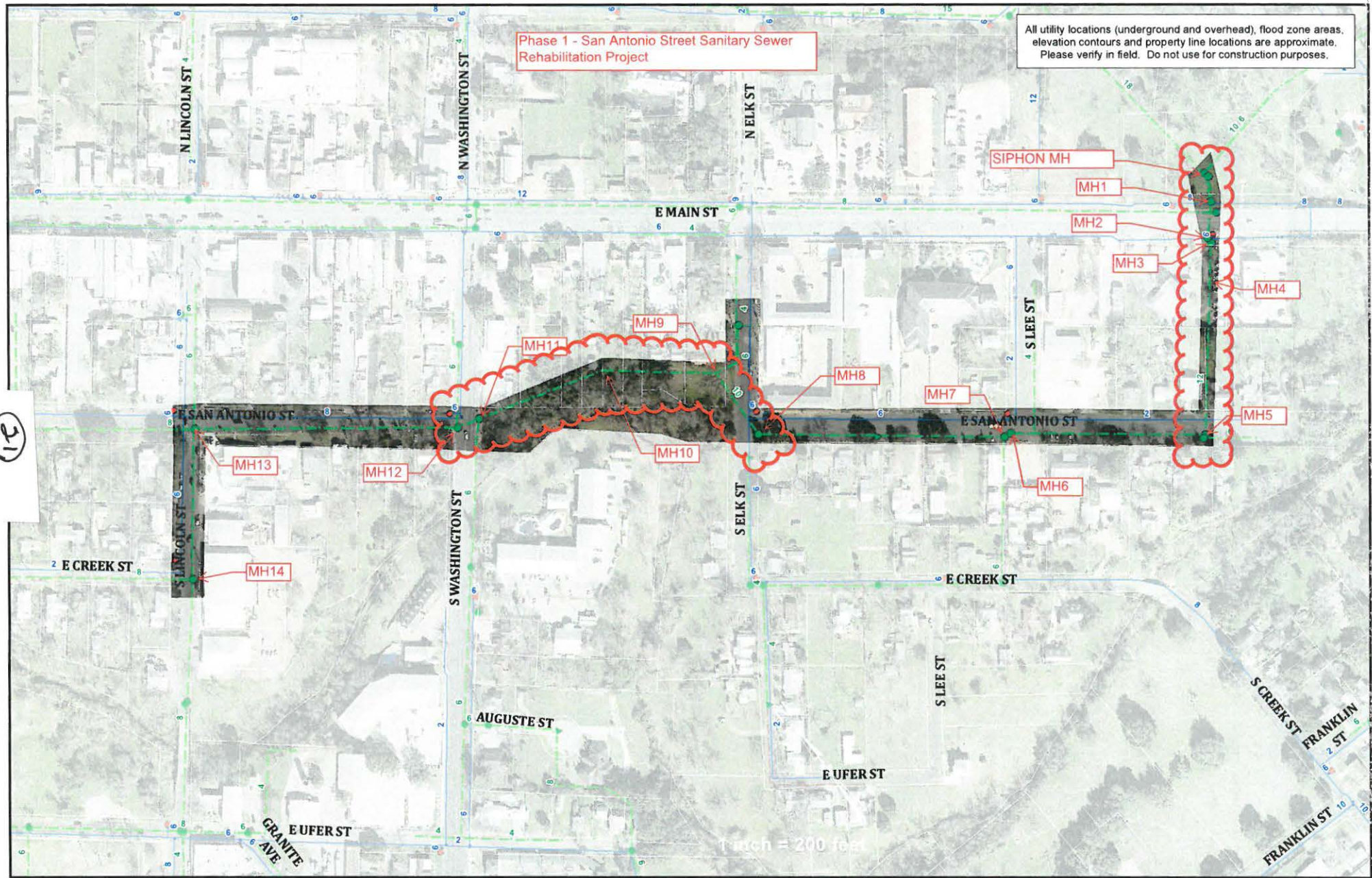
TO: Kris Kneese
 City of Fredericksburg
 126 W. Main St.
 Fredericksburg, TX 78624

PROJECT: City of Fredericksburg
 Sanitary Sewer Upsize

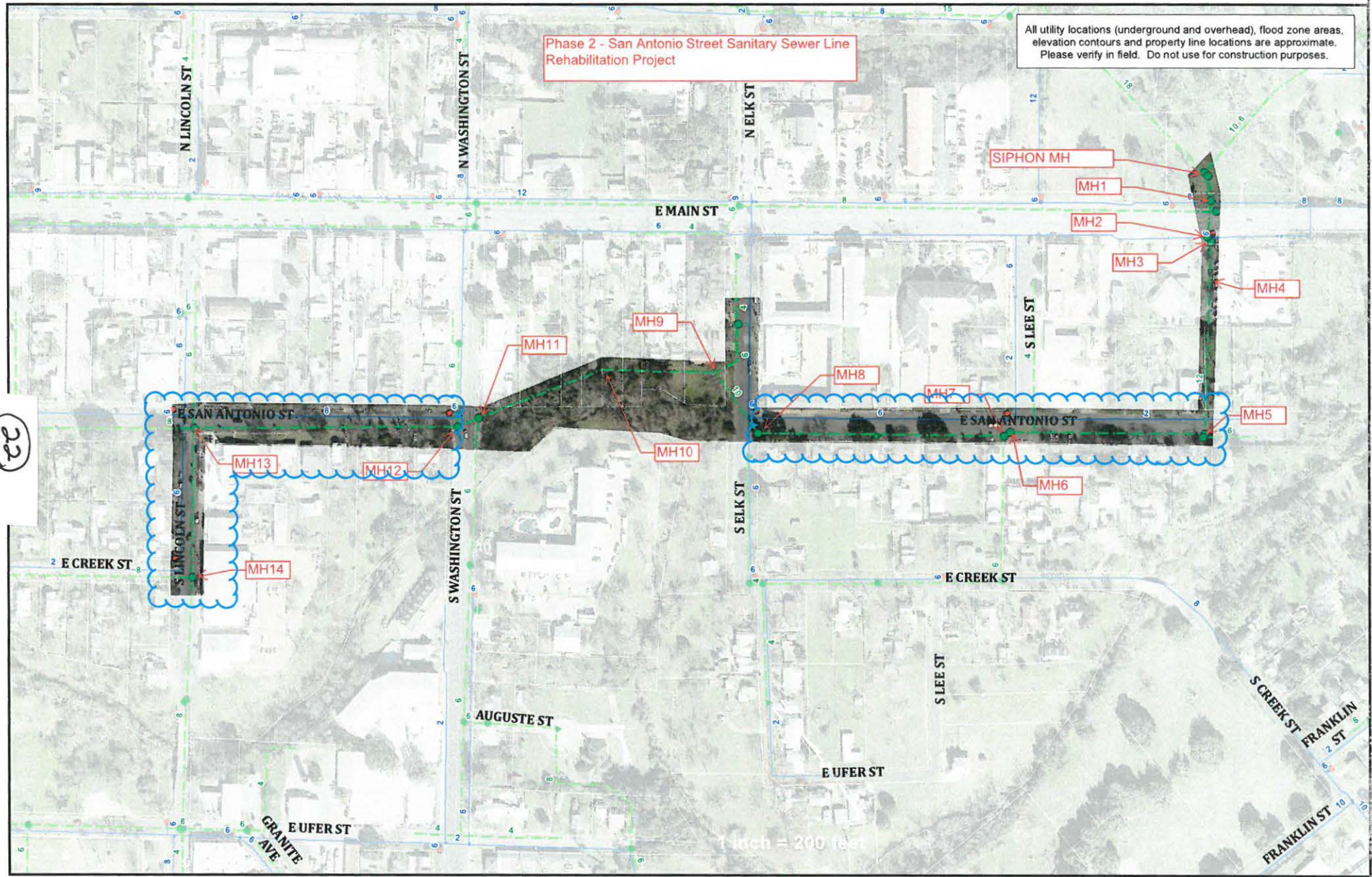
Estimator	SITE CONDITIONS / HOST Pipe Material	JOB	Line Depth	payment terms	Proposal Good Thru
BK/JRB	ROW	E. Creek to S. Lee	5-16 FT	NET 30	5/19/18

ITEM NO.	DESCRIPTION OF ITEM	EST. QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
Phase 1					
1	Mobilization	1	LS	\$24,000.00	\$24,000.00
2	Traffic Control	1	LS	\$6,500.00	\$6,500.00
3	Furnish and Install Trench Safety System for Sanitary Sewer Rehabilitation, Complete in Place.	1	LS	\$12,250.00	\$12,250.00
4	Cleaning of 8-12 Inch Sanitary Sewer Pipe (Pre-Installation), Complete in Place.	3562	LF	\$3.50	\$12,467.00
5	Video Inspection of 8-12 Inch Sanitary Sewer Pipe (Pre-Installation), Complete in Place.	3562	LF	\$2.00	\$7,124.00
6	Pipe Burst Existing 12-Inch Sanitary Sewer using 18-Inch O.D. HDPE Pipe, Complete in Place.	518	LF	\$315.00	\$163,170.00
7	Horizontal Bore - 12-inch Sanitary Sewer	225	LF	\$725.00	\$163,125.00
8	Horizontal Bore - 18-inch Sanitary Sewer	100	LF	\$1,400.00	\$140,000.00
9	Reconnection of Existing Sanitary Sewer Service Connection and up to 5-feet of lateral	20	EA	\$750.00	\$15,000.00
10	Open-cut Installation of 18-inch sanitary sewer	40	LF	\$370.00	\$14,800.00
11	Bypass Pumping Setup	2	EA	\$24,000.00	\$48,000.00
12	Bypass Pumping	12	DAYS	\$12,700.00	\$152,400.00
13	Obstruction Removal, All Diameters, All Depths, Complete in Place.	5	EA	\$600.00	\$3,000.00
14	Cement Stabilized Backfill	145	TON	\$75.00	\$10,875.00
15	Remove and Replace Existing Pavement - Asphalt	70	SY	\$130.00	\$9,100.00
16	Remove and Replace Existing Pavement - Concrete	15	SY	\$245.00	\$3,675.00
17	Install 4' Diameter Manhole 0-8' Deep	4	EA	\$5,400.00	\$21,600.00
18	Plug and Abandon existing 8" Sanitary Sewer	2	EA	\$1,000.00	\$2,000.00
19	Pipe Burst Existing 10-Inch Sanitary Sewer using 16-Inch O.D. HDPE Pipe, Complete in Place.	780	LF	\$178.00	\$138,840.00
20	Remove & Replace Existing Manhole Upper Section (up to 5-ft) including Throat, Cone, Frame & Cover, Complete in Place.	1	EA	\$8,800.00	\$8,800.00
PHASE 1 TOTAL					\$956,726.00
Phase 2					
1A	Mobilization	1	LS	\$24,000.00	\$24,000.00
6	Pipe Burst Existing 12-Inch Sanitary Sewer using 18-Inch O.D. HDPE Pipe, Complete in Place.	488	LF	\$315.00	\$153,720.00
9	Reconnection of Existing Sanitary Sewer Service Connection and up to 5-feet of lateral	45	EA	\$750.00	\$33,750.00

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CITY COUNCIL MEMO

DATE: April 2, 2018

TO: Mayor and City Council

FROM: Laura Hollenbeak, Director of Finance

SUBJECT: Audited Financial Statements and Independent Auditors Report

Summary:

The accounting firm of Klein, Kraus and Company, LLC has performed an audit of the City's Annual Financial Statements for the fiscal year ended September 30, 2017. The financial statements are the responsibility of the City's administration. The auditor's responsibility is to express an opinion on the financial results presented based on their audit. At Monday's City Council meeting our auditing firm will present a summary report on our Annual Financial Statements for the period ending September 30, 2017.

Pat Klein will be present to give an overview of the City's financials and to answer questions regarding the audit and the financial statements.

Recommendation:

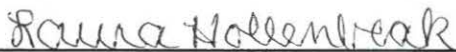
It is recommended that the Financial Statements be accepted into the records of the City as presented. If the Council wishes to discuss the financial statements in greater detail, staff suggests that we do so as part of a Council Retreat, a separate workshop, or on a one-one-one basis.

Background / Analysis:

The City Charter requires an annual audit and examination of the City records and accounts of each department of the City. A complete audit in accordance with standards set by the American Institute of Certified Public Accountants shall be made at the end of each fiscal year by an Independent Certified Public Accountant approved by the City Council.

Attachments:

Annual Financial Report For The Year Ended September 30, 2017



Department Approval



City Manager Approval

The City of Fredericksburg

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CITY COUNCIL MEMO

DATE: March 28, 2018

TO: Mayor and City Council

FROM: Brian Jordan

SUBJECT: Update on Annexation of US highway 290 East.

Summary:

At the City Council Retreat in January, the Council provided staff with a priority list of the areas to consider for annexation. It was determined that the US Highway 290 East would be the highest priority. The attached map, labeled Area 4, was prepared by shifting the majority of the area to be annexed to the north side of the road to avoid the residences on the south side. From this map, the staff determined which of the properties had an agricultural, wildlife or timber tax exemption (these properties are highlighted on the attached spreadsheet). A letter (attached) was sent to these property owners advising them of their options, which are to agree to annexation, or to enter into a development agreement in which they would not be annexed as long as they continued the existing use of the property for an agreed upon period of time.

I have received several calls and have met with property owners who were sent the letters. Several property owners (shown in blue shading) have indicated they intend to select the development agreement option. Other property owners notified were either non-committal or were willing to be annexed as long as the service agreement was acceptable.

The City of Fredericksburg

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Recommendation:

Receive an update from staff on the options to proceed with the annexation and determine the final area to be considered for annexation.

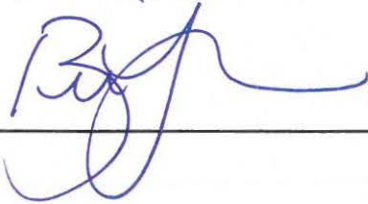
Background / Analysis:

Should the property owners who qualify elect to go with the development agreement, the City will have the option of annexation an area less than 1000' in width as long the area being annexed is contiguous on two sides with the City limits or the property where a development agreement is selected. Staff will present options for discussion and consideration.

Attachments:

Staff Brief, Letter to property owners, map of US 290 east (Area 4), property owners list, map showing properties likely to select a development agreement.

Department Approval



City Manager Approval



The City of Fredericksburg

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February 23, 2018

E. Donald and Marcia G. Dietz
3132 E. Highway 290
Fredericksburg, TX 78624

Dear Property Owner:

The City Council of the City of Fredericksburg has directed staff to initiate annexation of the area along E. US Highway 290. Tax records indicate that you are a property owner within the area being considered. In addition, the 2017 tax records indicate that your property is under an Agricultural, Timber or Wildlife ad valorem exemption. As such, Section 43.016 of the Texas Local Government Code requires that the City offer a development agreement in lieu of annexation (example agreement attached).

Prior to initiating the annexation process, the City is interested in knowing if you are likely to select the development agreement, or rather be annexed. The reason for this inquiry is that your response may affect the area being annexed due to statutory requirements relating to the minimum width of the area to be annexed. It should also be noted that the terms of the agreement are negotiable.

Should you elect to decline such an agreement, the property would be annexed and public services will be provided in accordance with a statutory Annexation Service Plan. Said service plan will be available during the annexation process.

City staff will be happy to set up a time to discuss any questions you may have regarding the options mentioned above. We appreciate your consideration and would like to have your response no later than March 9, 2018.

Sincerely,

Brian Jordan
Director of Development Services

Tract	Property Owner	Mailing Address	Site Address	Acreage	Acct Number	Exemption
A	Gilbert and Betty Esensee	2948 E. US Highway 290, FBG TX 78624	Same	0.99	15943	No
B	Chere Durst. Etal	225 Durst-Maurer Road, FBG TX 78624	2966 E. US Highway 290	1.5	6677	No
C	Gilbert and Betty Esensee	2948 E. US Highway 290, FBG TX 78624	2964 E. US Highway 290	0.39	32377	No
D	E. Donald and Marcia G. Dietz	3132 E. US Highway 290, FBG TX 78624	3132 E. US Highway 290	26.5	5174	Yes
E	William D. and Clare D. Davenport	P.O. Box 2464, FBG TX 78624	3136 E. US Highway 290	16.61	67374	Yes
F	Curtis A. Cameron, Etal	111 Cameron Road, FBG TX 78624	173 Cameron Road	127.95	13727	Yes
G	Hollmig family Partnership Ltd. & Heimer Family Partnership Ltd.	130 S. Seguin, Suite 100 New Braunfels, TX 78130		101.95	50217	Yes
H	C. Hollmig LLC & Heimer Fam. Partnership	130 S. Seguin, Suite 100 New Braunfels, TX 78130		15.453	179615	
I	Mr. W Fireworks Inc.	P.O. Box 114 Somerset, TX 78069		1.65	9418	No
J	Daniel Patrick and Amy Oneil	261 Blue Jay Way, FBG TX 78624	3187 E. Highway 290	1.25	9122	No
K	Daniel Patrick and Amy Oneil	261 Blue Jay Way, FBG TX 78624	3187 E. Highway 290	2.6	29352	No
L	William V. and Susan Johnson, Living Trust	P.O. Box 2288 FBG TX 78624	3245 E. Highway 290	1.03	12022	No
M	William V. and Susan Johnson, Living Trust	P.O. Box 2288 FBG TX 78624	32 Danz Lane	1.28	63270	No
N	Vernon P. Weber	3273 E. US Highway 290, FBG TX 78624		1.25	32969	No
O	Spirit TS Fredericksburg Tx. LLC	16767 N. Perimeter Dr. Suite 210 Scottsdale, AZ 85260	3325 E. US Highway 290	6.12	28155	No
P	William H. and Colleen Haley	3411 E. US Highway 290, FBG TX 78624		2.597	5223	No
Q	William H. and Colleen Haley	3411 E. US Highway 290, FBG TX 78624		2.396	67226	Yes
R	Morales King Ranch LLC	8143 Ranch Road 1222 Mason, TX 76856	3443 E. US Highway 290	2.4	13252	No
S	Akery Investments LLC	3567 E. US Highway 290	105 Cristol Dr.	20	28392	Yes
T	David William & Karen Katherine Harris	1037 Hidden Hills Dr. Dripping Springs, TX 78620		10.368	109330	Yes
W	David William & Karen Katherine Harris	1037 Hidden Hills Dr. Dripping Springs, TX 78620		9.632	109329	Yes
X	Fredericksburg Pedernales Ranch LP	13100 Trautwein Rd. Austin TX 78737	3567 E. US Highway 290	29.824	28390	Yes
Y	Fredericksburg Pedernales Ranch LP	13100 Trautwein Rd. Austin TX 78737	3567 E. US Highway 290	90.074	109328	Yes
Z	Russell and Mitchell, Donna Hutton	1347 Tivydale Road, FBG TX 78624		20	109327	Yes
AA	Sharon Hodges	26 Old San Antonio Road	26 Old San Antonio Rd	132.02	4535	Yes

City of Fredericksburg Proposed Annexation

- Proposed Force Main
- Proposed Water
- Proposed Gravity Main
- Sewer Force Main
- Sewer Main
- Water Main
- Civic Streets
- Major Arterial
- Future Major Arterial
- Collector
- Future Collector
- Outer Loop Alternate 6
- Outer Loop Alternate 9
- Southwest Hill Country Dr.

- Future Hard Surface Trail
- Alternate Trail
- City Limit Boundary
- 1-Mile ETJ Boundary
- ROW / Property Line

Area # / Acreage

- Area 1 - 275.80 Acres
- Area 2 - 18.53 Acres
- Area 3 - 868.22 Acres
- Area 4 - 194.16 Acres
- Area 5 - 220.85 Acres
- Area 6 - 142.03 Acres

Annexations

INVOLUNTARY

- Involuntary Annexations

Annexations

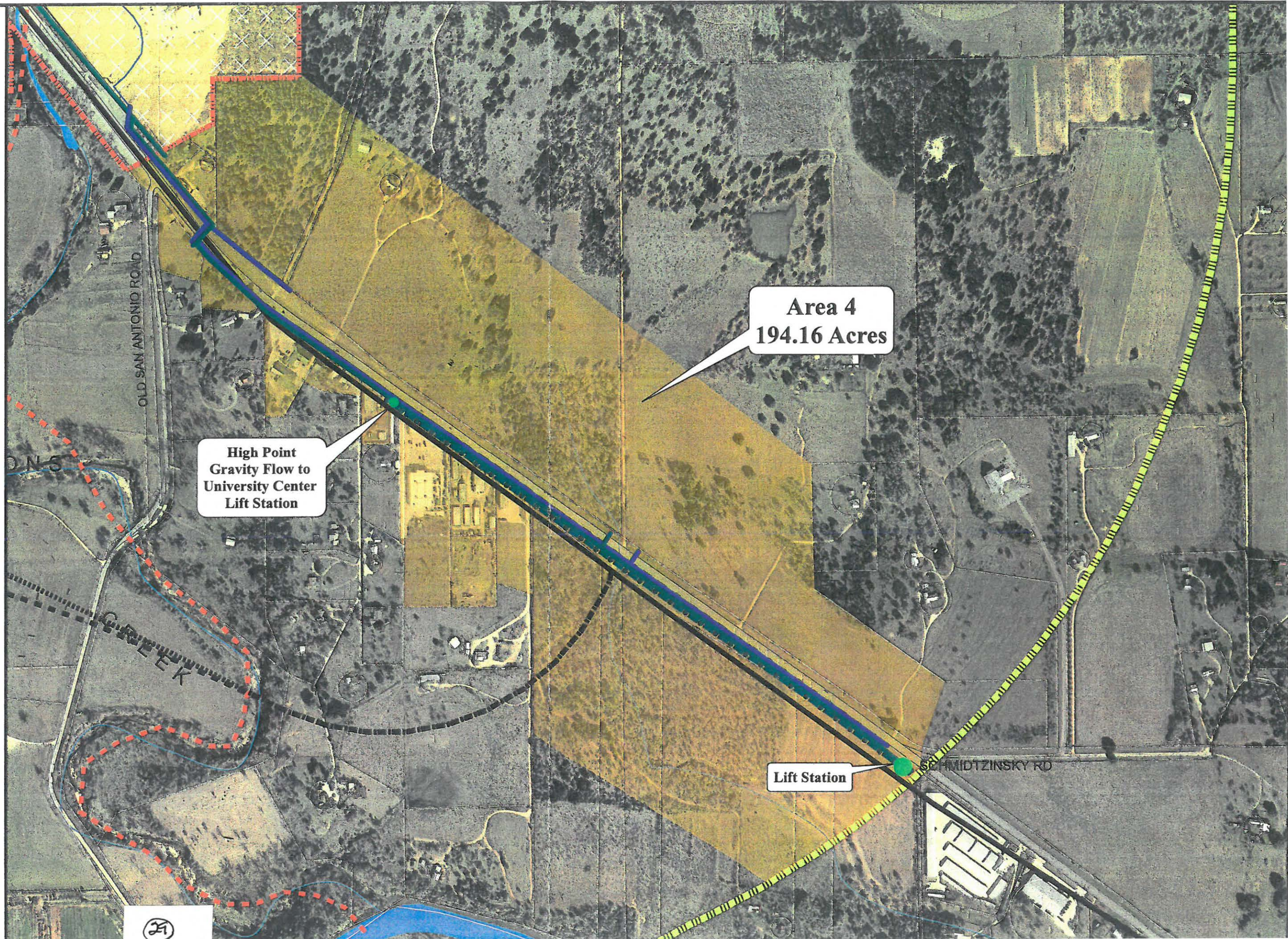
YEAR

- 1999 - 943.07 Acres
- 2000 - 2.26 Acres
- 2001 - 5.86 Acres
- 2002 - 1058.93 Acres
- 2003 - 18.95 Acres
- 2004 - 16.14 Acres
- 2005 - 27.94 Acres
- 2006 - 14.37 Acres
- 2007 - 85.11 Acres
- 2010 - 13.74 Acres

*NOTE: City Limit Boundary currently contains approximately 5,781.76 acres.

1 inch = 500 feet

January 25, 2018



City of Fredericksburg Proposed Annexation

- Proposed Force Main
- Proposed Water
- Proposed Gravity Main
- Sewer Force Main
- Sewer Main
- Water Main
- Civic Streets
- Major Arterial
- Future Major Arterial
- Collector
- Future Collector
- Outer Loop Alternate 6
- Outer Loop Alternate 9
- Southwest Hill Country Dr.

- Future Hard Surface Trail
- Alternate Trail
- City Limit Boundary
- 1-Mile ETJ Boundary
- ROW / Property Line

Area # / Acreage

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- Area 2 - 18.53 Acres
- Area 3 - 868.22 Acres
- Area 4 - 137.43 Acres
- Area 5 - 220.85 Acres
- Area 6 - 142.03 Acres

Annexations

INVOLUNTARY

- Involuntary Annexations

Annexations

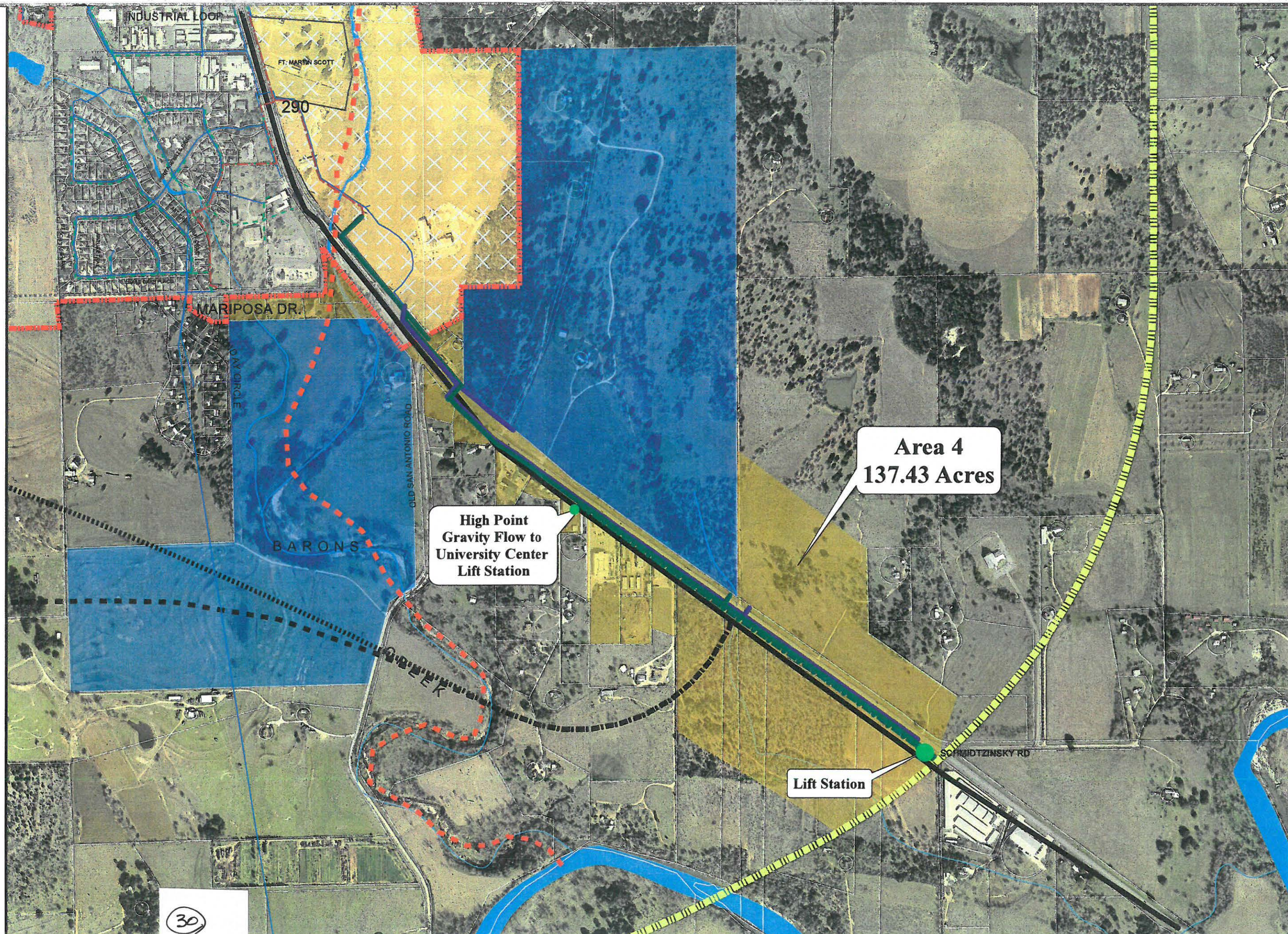
YEAR

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- 2002 - 1058.93 Acres
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- 2004 - 16.14 Acres
- 2005 - 27.94 Acres
- 2006 - 14.37 Acres
- 2007 - 85.11 Acres
- 2010 - 13.74 Acres

*NOTE: City Limit Boundary currently contains approximately 5,781.76 acres.

1 inch = 737 feet

January 25, 2018





CITY COUNCIL MEMO

DATE: March 27, 2018
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Attainable Housing-The Beginning Subdivision

Summary:

The City has been approached by Mimi Bartel, Nicole Bartel and Kenneth Treibs who have an interest in developing a residential subdivision on 11.7 acres on Smokehouse Road known as The Beginning Subdivision. As proposed, this subdivision would include 52 lots that would be used for attainable housing (see attached preliminary plan). At Monday's meeting a presentation has been scheduled on the plans for this subdivision. Mimi, Nicole, Kenneth and Kevin Spraggins will be available to respond to questions following this presentation.

Recommendation:

It is recommended that the City Council consider a presentation on plans for this attainable housing development. Following this presentation, the Council should direct staff on whether to develop an agreement between the City and the developers for the City to provide support for this project in return for a commitment from the developers to develop and sell attainable housing. Once this agreement is prepared, it would be brought back to the Council for formal consideration.

Background / Analysis:

Recently EDC completed a study documenting the need for attainable housing in our community. One of the findings of this study was that the greatest need for new single-family homes was in the price

The City of Fredericksburg

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range of \$270-280,000. The developers of The Beginning Subdivision are proposing single-family lots that would be sold with a target price of \$45,000. Houses would be sold in the \$230-260,000 price range in order to keep them affordable. In order to obtain this level of affordability, they have several other partners in their project that are willing to either waive or reduce their fees as summarized in the attached letter.

The City is also being requested to be a partner in this development by extending utilities to the site at a cost of about \$163,000 or about \$3,134 per lot (see attached estimates from our Engineering Division). In addition, the City is being requested to waive impact fees to lot buyers which would normally be \$4,000 per lot. All building permit fees and other on-site utility and roadway costs will be the responsibility of the developer.

The developer will need to have the property annexed and rezoned to R-1A which we cannot commit to prior to the required public hearing process. Approval of any agreement between the City and developer will not guarantee that annexation and rezoning will be approved at a future date.

This project will help address some of our local need for single-family attainable housing. We will provide information at the meeting on the salary levels that home buyers would need to have in order to qualify for purchasing homes in this subdivision. We will also have exterior elevation drawings of the home style concept at this meeting.

Attachments:

Preliminary Plans

Letter from Mimi Bartel

Engineering Cost Estimates for Utility Extension


Department Approval


City Manager Approval

The City of Fredericksburg

32

609 W Schubert St.
Fredericksburg, TX 78624
830.889.2329 cell

January 18, 2018

Kent Myers
City Manager
City of Fredericksburg
126 West Main St
Fredericksburg, TX 78624

Dear Kent,

Thank you for meeting with Kenneth Treibs, Nicole Bartel, and me last week to discuss the possibility of creating an attainable housing subdivision within the city limits of Fredericksburg.

As we discussed, we have verbal commitments from initiative partners CENTURY 21 Sunset, REALTORS, Treibs Construction, Guadalupe National Bank, Hill Country Titles, and VEI to participate in the project by providing services at a reduced fee. We believe that to have a successful attainable housing initiative, each partner is going to have to contribute monetarily.

The land for the project is 11.7 acres fronting Smokehouse Road. It is under contract to be purchased with a closing date in March, 2018. The road access to the subdivision would be Smokehouse Road. With R1A zoning, VEI proposes a yield of approximately 50 residential lots to build free standing homes. The target price point for a developed lot is \$45,000 and for a completed home 3/2 is \$200,000-\$230,000. Lots and/or homes would be available for purchase by any qualified buyers. Our vision for the elevations is that each home would have a front porch and sidewalk to create a sense of community.

We are requesting that the City:

- 1) bring sewer and water service to the property line of the 11.7 acres,
- 2) annex the property into the city limits,
- 3) zone the property R1A, and
- 4) waive the impact fees.

We hope that the is City willing to partner with the group to finally make attainable housing a reality in Gillespie County.

Thank you for your consideration.



Mimi Bartel

City of Fredericksburg Public Works Department
Engineer's Opinion of Probable Construction Cost
The Beginning Subdivision - Water and Sewer to Property Boundary
March 23, 2018

Water Improvements

Item No.	Item Description	Qty	Units	Unit Cost	Extended Cost
1	8" AWWA C900 CLASS 150 PVC PIPE	500	LF	\$50.00	\$25,000.00
6	8" RESILIENT SEAT GATE VALVE	2	EA	\$2,000.00	\$4,000.00
15	FIRE HYDRANT ASSEMBLY	2	EA	\$7,500.00	\$15,000.00
22	TRENCH SAFETY	500	LF	\$0.10	\$50.00
23	ASPHALT PAVEMENT REPAIR	500	LF	\$25.00	\$12,500.00
Sub Total					\$56,550.00
25% Contingency					\$14,137.50
Water Total					\$70,687.50

Sewer Improvements

Item No.	Item Description	Qty	Units	Unit Cost	Extended Cost
2	8" SDR 35 PVC	1,256	LF	\$25.00	\$31,400.00
6	Trenching/Backfilling 5'-8'	1,256	LF	\$22.00	\$27,632.00
12	New Manhole	3	EA	\$3,500.00	\$10,500.00
14	Manhole Extra Depth (MH>5')	9	VF	\$400.00	\$3,600.00
15	Connect to Existing MH	1	EA	\$500.00	\$500.00
Sub Total					\$73,632.00
25% Contingency					\$18,408.00
Sewer Total					\$92,040.00

Total Water and Sewer Improvements = \$162,727.50