

CITY OF FREDERICKSBURG CITY COUNCIL MEETING

MONDAY, JULY 6, 2015 ~ 5:00 PM

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, 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.

PLEDGE OF ALLEGIANCE.

Page Ref

1. **EXECUTIVE SESSION 5:00** - Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).
 - A. Executive Session - Consultation with Attorney on Real Estate Matters - Purchase of Baron's Creek Property From Gillespie County 1-7
 - B. Executive Session - Consultation with Attorney Regarding Real Property - Proposed Lease to Appraisal District for Property on Friendship Lane Hand Out
 - C. Executive Session - Personnel - Mid-Year Performance Reviews: City Manager and City Attorney Hand Out
2. **ORDINANCES - RESOLUTIONS - ACTION ITEMS**
 - A. Consider Tax Collection Services Contract 8-25
 - B. Consider Contract for Professional Services for Golf Course/RV Park Utilities 26-38
 - C. Consider Interlocal Agreement with Gillespie County for Baron's Creek Property 1-7
 - D. Consider Extension of Annual Sidewalk Contract 39-40
3. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**
 - A. Consider Appointments to Charter Review Committee 41-42
 - B. Receive Comments from Friends of Fbg Animal Shelter
 - C. Receive CIP Presentation Hand Out
4. **CITY MANAGER'S REPORT**
 - A. Budget Update
 - B. Animal Shelter
 - C. Bond Financing
 - D. Board Appointments
 - E. Employee Recognitions

5. **ITEMS FOR FUTURE AGENDAS**
6. **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.
7. **COUNCIL COMMENTS** - No discussion or action may take place.
8. **ADJOURN**



CITY COUNCIL MEMO

DATE: July 6, 2015

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Baron's Creek Property

Summary:

The City has identified several parcels along Baron's Creek that are owned by the County that we would like to transfer to City ownership for purposes of economic development, flood plain management and recreation. The County has proposed that certain City street paving and parking lot paving services be exchanged for this property.

Recommendation:

It is recommended that an exchange with Gillespie County be discussed in executive session and, following the executive session, the Council should decide whether or not to support the attached interlocal agreement that has been approved by Gillespie County.

Background / Analysis:

There are several parcels along Baron's Creek that are part of the original town site and have never been appropriated to private ownership. Therefore, the County has legal ownership of this property. It is in

①
The City of Fredericksburg

the City' best interest to obtain this property so that the property can be used for floodplain management, economic development and future development of walking trails.

This matter has been discussed at several previous City Council meetings. The County has recently indicated that an interlocal agreement should be approved in order to confirm the exchange of City paving services for this property. The only change in the attached agreement from what we previously discussed with the Council is the exclusion of the clause that based paving on the City's ability to fund these services in future budgets.



The City of Fredericksburg

Nimitz Parkway / Parking Lot Repair & Seal Coat Estimate

(Estimated Time to Complete Job = 40 hrs.)

1) Base Failure Repairs (149 Cu. Yds. @ \$60/Cu.Yd.)	\$ 8,940.00
2) Level Up w/Cold Mix (9,645 Sq. Yds. @ \$1.30/Sq.Yd.)	\$12,538.50
3) Seal Coat w/HFRS-2P and Grade 5 Trap Rock (9,645 Sq. Yds. @ \$3.00/Sq.Yd.)	<u>\$28,935.00</u>
ESTIMATE TOTAL	\$50,413.50

Estimate Breakdown

Nimitz Parkway

1) Level Up w/Cold Mix (6,613 Sq. Yds. @ \$1.30/Sq.Yd.)	\$ 8,596.90
2) Seal Coat (6,613 Sq. Yds. @ \$3.00/Sq.Yd.)	<u>\$19,839.00</u>
	\$28,435.90

L.E.B Access Street

1) Base Failure Repair (32.6 Cu.Yds. @ \$60/Cu.Yd.)	\$ 1,956.00
2) Level Up w/Cold Mix (959 Sq.Yds. @ \$1.30/Sq.Yd.)	\$ 1,246.70
3) Seal Coat (959 Sq.Yds. @ \$3.00/Sq.Yd.)	<u>\$ 2,877.00</u>
	\$ 6,079.70

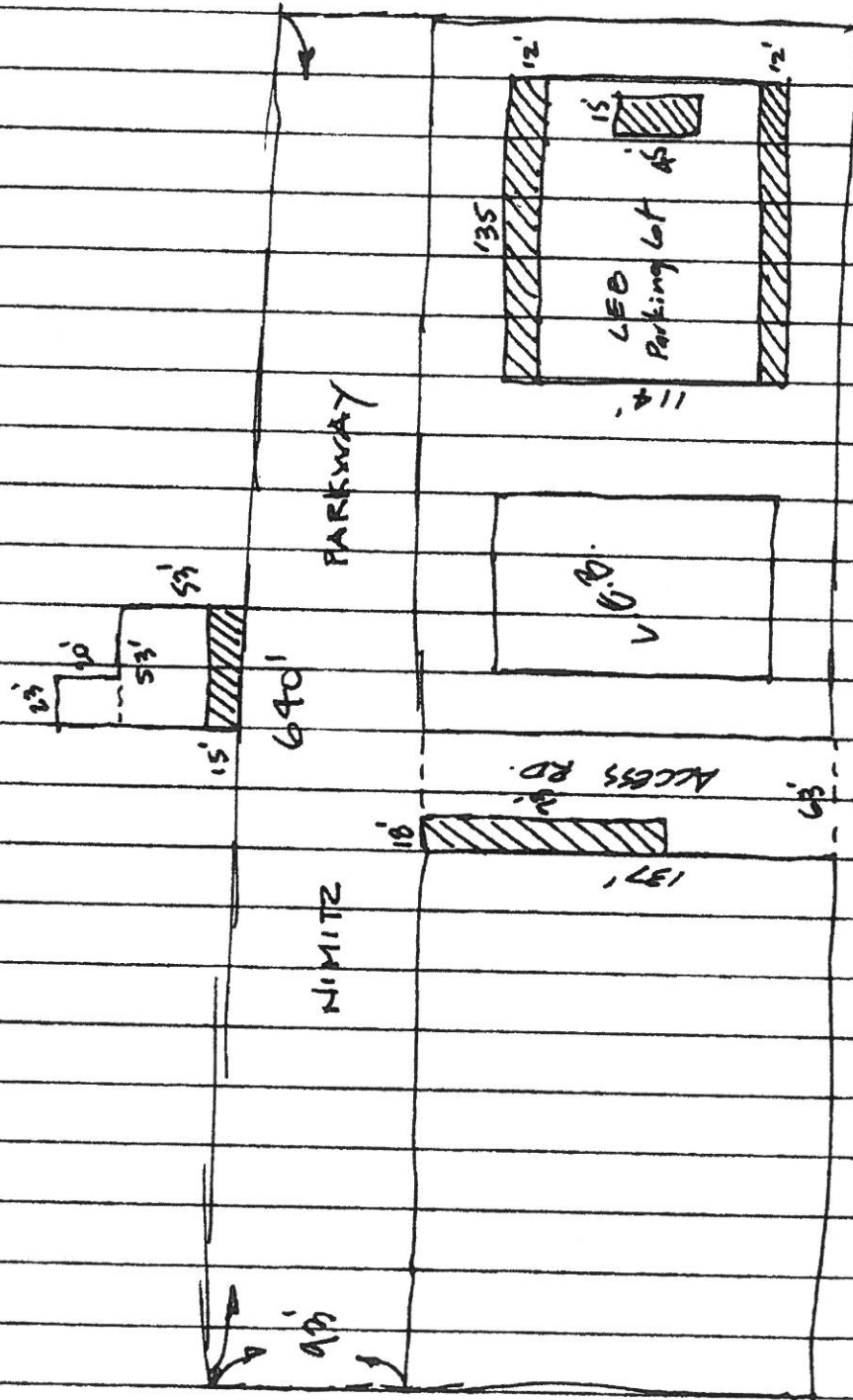
L.E.B. Parking Lot

1) Base Failure Repair (96.8 Cu.Yds. @ \$60/Cu.Yd.)	\$ 5,808.00
2) Level Up w/Cold Mix (1710 Sq.Yds. @ \$1.30/Sq.Yd.)	\$ 2,223.00
3) Seal Coat (1710 Sq.Yds. @ \$3.00/Sq.Yd.)	<u>\$ 5,130.00</u>
	\$13,161.00

Small Parking Lot (between Court House & Library)

1) Base Failure Repair (19.7 Cu.Yds. @ \$60/Cu.Yd.)	\$ 1,176.00
2) Level Up w/Cold Mix (363 Sq.Yds. @ \$1.30/Sq.Yd.)	\$ 471.90
3) Seal Coat (363 Sq.Yds. @ \$3.00/Sq.Yd.)	<u>\$ 1,089.00</u>
	\$ 2,736.90

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THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

WHEREAS, COUNTY has agreed to convey any rights it may have in and to certain property within the City limits of the City of Fredericksburg along Barons Creek as is more particularly described in a conveyance document from the COUNTY to the CITY of even date herewith.

WHEREAS, the CITY, as consideration for such conveyance, has agreed to pay the COUNTY for such property in kind through the performance of certain paving services on COUNTY property as is described below, and

WHEREAS, the governing bodies of each of the COUNTY and the CITY have specifically found that the conveyance by the COUNTY of its rights in and to the property and the payment therefor in kind by the CITY are adequate consideration and constitute a valid exchange between two governmental agencies.

NOW, THEREFORE, for valuable consideration, CITY AND COUNTY AGREE AS
FOLLOWS:

1. That the CITY, at the CITY'S expense, will pave and re-stripe that portion of Nimitz Parkway, the Law Enforcement Building access street, the small parking lot between the Courthouse and the Library and the Law Enforcement Building parking lot in accordance with the attached estimate within the 2014-2015 Fiscal Year.

2. Additionally, the CITY agrees to re-pave and re-stripe the above described areas as needed, but generally within the re-paving standards for comparably constructed streets, for three (3) successive times.

This agreement is made in accordance with Texas Government Code, Chapter 791 concerning Interlocal Cooperation Contracts, and is subject to the terms and provisions contained therein.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the last date of approval by each of the entities as noted below.

CITY OF FREDERICKSBURG, TEXAS

BY: _____
KENT MYERS, City Manager

ATTEST:

SHELLEY BRITTON, City Secretary

COUNTY OF GILLESPIE, TEXAS

BY: _____
MARK STROEHER, County Judge

ATTEST:

MARY LYNN RUSCHE, County Clerk



CITY COUNCIL MEMO

DATE: July 6, 2015

TO: Mayor and City Council

FROM: Kent Myers

SUBJECT: Tax Collection Services Contract

Summary:

The Gillespie Central Appraisal District has proposed the attached contract for assessment and collection of property taxes for the coming year.

Recommendation:

It is recommended that the attached contract from the Appraisal District be approved.

Background / Analysis:

The attached letter and proposed contract for assessment and collection services was sent to us several weeks ago. The City Attorney and I reviewed this contract and identified some concerns to David Oehler (see attached email). His response is attached. We wanted to make the City Council aware of these concerns. However, we have no problem with proceeding with the attached agreement which has already been approved by several local taxing jurisdictions. We can then explore changes to this agreement next year.

⑧

The City of Fredericksburg

The proposed contract will actually result in a reduction of our costs for tax collection services from the estimated costs for these services currently provided by the County. As noted, our estimated cost for the current year is \$32,724 and the Appraisal District's costs for the City will be \$26,473.34.



The City of Fredericksburg



GILLESPIE CENTRAL APPRAISAL DISTRICT

101 W. Main, #11
Gillespie County Courthouse
Fredericksburg, TX 78624
Phone (830) 997-9807
Fax (830) 990-0860

June 9, 2015

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

RE: Property Tax Collection Contract

Dear Mr. Myers,

Please find attached the proposed collection contract between the Gillespie Central Appraisal District and the **City of Fredericksburg**. After much discussion and input from the taxing units the contract was approved as to form by the GCAD Board of Directors, February 10, 2015. Due to the uncertainty of the facilities plan we had postponed submitting the contracts to the entities. It is now time for the contracts and funding to be in place. As of now it appears that the district will lease land from the city and place a permanent modular building on that location. The plan is to be in that facility in November/December of 2015. I have estimated the costs for facilities and ground lease the best that I can at this time. I estimated a ground lease and also estimated a building cost with a 20 year mortgage. These numbers are of course subject to change, however they should be realistic. It is calculated that the tax collection budget will fund 25% of all building costs with the appraisal district funding 75% of all building costs.

The schedule of the collection transition is as follows.

May 4, 2015	Collection Manager, Leah Strackbein hired
June 17, 2015	Office make ready should be completed
June 22-26, 2015	Collections hardware will be installed
June 29-July 1, 2015	Truth in Taxation training
July 6-10, 2015	Final adjustments and setup
July 10, 2015	Last day for County to collect
July 11-12, 2015	Configuration and beginning reports
July 13-14, 2015	Soft opening with CAD beginning collections
July 15, 2015	Formal Go Live of CAD collections

I have attached a 2015 budget, as well as, an estimated budget for 2016 for your information. The 2016 budget will be refined and formally presented in late 2015 with your 2016 collection contracts. It is our intention to bill each entity quarterly. This first payment will include the first two quarters of 2015 with the third quarter due by the end of June. The cost allocation is based on the water districts paying 3% of their levy with the remaining entities based on the proportion of tax bills sent. I have attached a spreadsheet for clarification. For 2015 the quarterly billing will be based on the timeline of our expenses. It is expected that for 2016 the billing will be in four equal installments.

The 2015 allocation for all entities is as follows.

Entity	% of Total	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
		2015	2015	2015	2015	2015
		\$8,502	\$49,787	\$112,766	\$57,970	
Gillespie WCID	0.0852%	\$7.25	\$42.44	\$96.13	\$49.42	\$195.24
Hill Country UWCD	3.6231%	\$308.02	\$1,803.80	\$4,085.56	\$2,100.27	\$8,297.65
Stonewall WCD	0.9825%	\$83.53	\$489.15	\$1,107.91	\$569.55	\$2,250.14
City of Fredericksburg	11.5592%	\$982.71	\$5,754.94	\$13,034.81	\$6,700.84	\$26,473.31
Doss CCSD	1.5794%	\$134.27	\$786.32	\$1,781.01	\$915.57	\$3,617.17
Fredericksburg ISD	34.0200%	\$2,892.24	\$16,937.45	\$38,362.95	\$19,721.33	\$77,913.96
Gillespie County	40.4991%	\$3,443.06	\$20,163.19	\$45,669.16	\$23,477.25	\$92,752.66
Harper ISD	7.6514%	\$650.49	\$3,809.40	\$8,628.20	\$4,435.52	\$17,523.61
	100.0000%	\$8,501.56	\$49,786.69	\$112,765.74	\$57,969.74	\$229,023.73

Your payments due to the appraisal district for 2015 collections are as follows;

Quarter	Due Date	Amount Due
1 st Quarter 2015	due now	\$982.71
2 nd Quarter 2015	due now	\$5,754.94
3 rd Quarter 2015	June 30, 2015	\$13,034.81
4 th Quarter 2015	September 30, 2015	\$6,700.84
	Total	\$26,473.31

I have received several inquiries about Section XVI. DELINQUENT TAX COLLECTIONS on page 5 of the contract. I do believe that the delinquent tax attorney contract should be between the appraisal district and the attorney. This is primarily to prevent eight different tax attorneys making demands of the CAD and its resources. However, for this first year, all of the entities already have an existing contract with Cristol Schoessow and historically each entity has used Mrs. Schoessow as their delinquent tax attorney. Your current delinquent contract addresses the change to the appraisal district. I would suggest that for this year we leave everything as it is according to your individual contracts with Mrs. Schoessow and this fall we have an entity meeting(s) and work up some agreeable language for the 2016 contracts. This may be individual votes, CAD selection or a number of other options, but the main issue to the CAD is that one attorney will represent all taxing units. We can address this in next year's contract.

Please do not hesitate to contact me if you have any questions, comments or wish that I be in attendance at any of your board meetings. We look forward to providing these services to your entity.

Sincerely,



David D. Oehler, RPA
Chief Appraiser

Revised CAD Collection Costs 2015

Taxing Unit	2014 Levy Supp 3	Gillespie County Statements	Outside County Statements	Total Statements	2014 Actual Costs	% of Levy	CAD Est Costs	% of Levy
City of Fredericksburg	\$3,494,483.57	9,229	0	9,229	\$32,724	0.94%	\$26,473.34	0.76%
Doss CCSD	\$291,648.37	1,037	224	1,261	\$5,330	1.83%	\$3,617.17	1.24%
Fredericksburg ISD	\$29,683,486.72	26,937	225	27,162	\$95,279	0.32%	\$77,914.05	0.26%
Harper ISD	\$3,055,278.48	4,361	1,748	6,109	\$21,443	0.70%	\$17,523.63	0.57%
Gillespie County	\$11,881,827.27	32,335	0	32,335	\$120,179*	1.01%*	\$92,752.77	0.78%
Gillespie WCID	\$6,507.97	32,335	0	32,335	\$186	2.86%	\$195.24	3.00%
Hill Country UWCD	\$276,588.62	32,335	0	32,335	\$7,466	2.70%	\$8,297.66	3.00%
Stonewall WCD	\$75,004.71	413	0	413	\$2,021	2.69%	\$2,250.14	3.00%
Totals	\$48,764,825.71	138,982	2,197	141,179	\$284,628	0.58%	\$229,024	0.50%

*2014 Actual County Costs were based on the actual 2013-14 FY TAC expenses of \$406,612.12. The TAC tax collection costs were estimated at 70% of the total TAC expenses (\$284,628.48). This estimate was required due to the fact that the County does not delineate the TAC budget by Collections, Motor Vehicle Registration or Permit Sales. The remaining tax units were billed \$164,449 (10/2013 to 9/2014) to offset the cost of collections. This leaves a County cost of collections of \$120,179.

GCAD TAX COLLECTIONS 2015													
Expense	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	TOTAL 2015
Payroll Expenses													\$0
Employee Benefits - Insurance					\$746	\$1,493	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$0
Employee Benefits - Retirement	\$174	\$174	\$174	\$174	\$600	\$898	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195	\$15,676
Social Security - match													\$9,368
Medicare - GCAD	\$25	\$25	\$25	\$25	\$85	\$127	\$170	\$170	\$170	\$170	\$170	\$170	\$0
TWC						\$163			\$263			\$7	\$1,330
Salaries													\$433
Chief Appraiser													\$0
Deputy Chief Appraiser	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$15,000
Collections Manager	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$5,500
Tax Clerk					\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$33,333
Tax Clerk						\$1,458	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$18,958
Payroll	\$1,708	\$1,708	\$1,708	\$1,708	\$5,875	\$8,792	\$11,708	\$11,708	\$11,708	\$11,708	\$11,708	\$11,708	\$18,958
Payroll Expenses - Other													\$0
Total Payroll Expenses	\$1,908	\$1,908	\$1,908	\$1,908	\$7,306	\$11,473	\$15,313	\$15,313	\$15,576	\$15,313	\$15,313	\$15,320	\$118,557
Appraisal Guides													\$0
Appraisal Review Board													\$0
Appraisal Review Board Legal													\$0
Auto Expense					\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$0
Binding Arbitration													\$0
Computer Server Purchase													\$0
Computer Software Maintenance													\$0
TA Hardware Purchase						\$5,700			\$5,700				\$11,400
TA Onsite							\$9,500						\$9,500
Transition Bills and DTR to CAD							\$7,500						\$6,000
PACS Collection Training									\$2,000				\$2,000
Deed Copies													\$0
Education Expense	\$804	\$1,675				\$500		\$1,500	\$1,500				\$5,979
Equipment Lease													\$600
Equipment Purchase						\$2,000				\$200	\$200	\$200	\$2,000
Financial Audit													\$0
Industrial Appraisal Services													\$0
Legal Expense	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0
Liability and Board Insurance						\$1,000							\$0
Mapping													\$0
Mileage - Chief Appraiser													\$0
Miscellaneous and Software						\$500							\$500
Office Rent							\$433	\$433	\$433	\$433	\$433	\$433	\$2,598
City Ground Lease (Friendship) 75/25							\$330	\$330	\$330	\$330	\$330	\$330	\$1,980
Office Mortgage 75/25													\$0
Office Make Ready (phone, network, etc)						\$7,500				\$1,220	\$1,220	\$1,220	\$3,660
Office Maintenance 75/25													\$7,500
Office Utilities 75/25										\$50	\$50	\$50	\$150
Office Supplies						\$500	\$125	\$125	\$125	\$250	\$250	\$250	\$750
Postage							\$500	\$500	\$14,000	\$125	\$125	\$125	\$1,250
Printing and Publications							\$1,000	\$1,000	\$7,000	\$500	\$500	\$500	\$16,500
Professional Services							\$5,000	\$5,000	\$500	\$500	\$500	\$500	\$10,500
Registration and Dues													\$0
Telephone						\$600							\$600
Vehicle Purchase						\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$700
Collections Refund Beginning Account													\$0
Total Expense	\$2,812	\$3,683	\$2,008	\$2,008	\$7,606	\$10,000	\$40,101	\$19,601	\$53,064	\$19,321	\$19,321	\$19,328	\$10,000
Quarterly Expense			\$8,502			\$49,787			\$112,766				\$229,024

Estimated 2015 Collection Cost Allocation 6/8/2015

Entity	Gillespie No. Statements	Outside Statements	Total Statements	Gillespie CAD 2014 Est Levy Supp 3	Outside Levy	Total Levy
City of Fredericksburg	9,229	0	9,229	\$3,494,483.57	\$0.00	\$3,494,483.57
Doss CCSD	1,037	224	1,261	\$291,648.37	\$0.00	\$291,648.37
Fredericksburg ISD	26,937	225	27,162	\$29,683,486.72	\$0.00	\$29,683,486.72
Gillespie County	32,335	0	32,335	\$11,881,827.27	\$0.00	\$11,881,827.27
Gillespie WCID	32,335	0	32,335	\$6,507.97	\$0.00	\$6,507.97
Harper ISD	4,361	1,748	6,109	\$3,055,278.48	\$0.00	\$3,055,278.48
Hill Country UWCD	32,335	0	32,335	\$276,588.62	\$0.00	\$276,588.62
Stonewall WCD	413	0	413	\$75,004.71	\$0.00	\$75,004.71
	138,982	2,197	141,179	\$48,764,825.71	\$0.00	\$48,764,825.71

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Entity	2014 Levy	Percent of Levy	Allocated Cost
Gillespie WCID	\$6,507.97	3.00%	\$195.24
Hill Country UWCD	\$276,588.62	3.00%	\$8,297.66
Stonewall WCD	\$75,004.71	3.00%	\$2,250.14
	\$48,764,825.71		\$10,743.04

CAD Collections Budget	\$229,024.00
LESS: Water Districts 3%	\$10,743.04
Budget Remainder	\$218,280.96

Entity	Parcel Count	% of Accounts	Allocated Cost
City of Fredericksburg	9,229	12.1281%	\$26,473.34
Doss CCSD	1,261	1.6571%	\$3,617.17
Fredericksburg ISD	27,162	35.6944%	\$77,914.05
Gillespie County	32,335	42.4924%	\$92,752.77
Harper ISD	6,109	8.0280%	\$17,523.63
Parcel Count w/o Water District	76,096		\$218,280.96

GCAD TAX COLLECTIONS 2016 EST													
Expense	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	TOTAL 2016
Payroll Expenses													
Employee Benefits - Insurance	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$2,239	\$0
Employee Benefits - Retirement	\$1,196	\$1,196	\$1,196	\$1,196	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195	\$0
Social Security - match													\$26,870
Medicare - GCAD	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$0
TWC													\$2,037
Salaries													\$400
Chief Appraiser	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0
Deputy Chief Appraiser	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$458	\$15,000
Collections Manager	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$4,167	\$5,500
Tax Clerk	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$50,001
Tax Clerk	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$35,002
Payroll	\$11,709	\$11,709	\$11,709	\$11,709	\$11,709	\$11,709	\$11,708	\$11,708	\$11,708	\$11,708	\$11,708	\$11,708	\$35,002
Payroll Expenses - Other													
Total Payroll Expenses	\$15,314	\$15,314	\$15,714	\$15,314	\$15,313	\$15,313	\$15,313	\$15,313	\$15,313	\$15,313	\$15,313	\$15,313	\$0
Appraisal Guides													\$184,159
Appraisal Review Board													\$0
Appraisal Review Board Legal													\$0
Auto Expense	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$0
Binding Arbitration													\$2,400
Computer Server Purchase	\$5,875			\$5,875			\$5,875			\$5,875			\$0
Computer Software Maintenance													\$0
TA Hardware Purchase													\$23,500
TA Onsite													\$0
Transition Bills and DTR to CAD													\$0
PACS Collection Training													\$0
Deed Copies													\$0
Education Expense	\$200	\$200	\$1,500	\$200	\$200	\$1,500	\$200	\$1,500	\$200	\$200	\$200	\$200	\$4,500
Equipment Lease	\$1,000		\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Equipment Purchase													\$1,000
Financial Audit													\$0
Industrial Appraisal Services	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0
Legal Expense	\$1,000												\$1,200
Liability and Board Insurance													\$1,000
Mapping													\$0
Mileage - Chief Appraiser	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$330	\$500
Miscellaneous and Software	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$1,220	\$0
Office Rent													\$0
City Ground Lease (Friendship) 75/25													\$0
Office Mortgage 75/25													\$3,960
Office Make Ready (phone, network, etc)													\$14,640
Office Maintenance 75/25	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$0
Office Utilities 75/25	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$600
Office Supplies	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$3,000
Postage	\$500	\$500	\$500	\$500	\$500	\$500	\$2,000	\$500	\$14,000	\$500	\$500	\$500	\$1,500
Printing and Publications							\$2,500		\$7,000	\$1,000			\$21,000
Professional Services													\$10,500
Registration and Dues	\$600												\$0
Telephone	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$600
Vehicle Purchase													\$1,200
Collections Refund Beginning Account													\$0
Total Expense	\$27,364	\$18,389	\$20,289	\$24,264	\$18,388	\$19,888	\$28,263	\$19,888	\$38,888	\$25,263	\$18,388	\$18,388	\$277,659
Quarterly Expense			\$66,041			\$62,540			\$87,039				\$62,039

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS §

COUNTY OF GILLESPIE §

This contract is made by and between the Gillespie Central Appraisal District, hereinafter referred to as "GCAD" and the City of Fredericksburg, hereinafter referred to as "CITY", and is entered into under the provisions of Chapter 791 of the Texas Government Code and Chapter 6, Texas Tax Code.

I. PURPOSE

The parties to this contract wish to consolidate certain functions related to the collection of property taxes on property located within CITY's boundaries into one entity, GCAD. This agreement is necessary to separate collection functions from appraisal functions and to identify the actual costs incurred by GCAD to provide collection-related services.

II. TERM

This contract shall be effective from the execution date appearing below through January 31, 2016, and thereafter will be automatically extended for yearly terms commencing on February 1 of each year and ending on January 31 of each year thereafter, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF CHIEF APPRAISER

A. CITY agrees that the Chief Appraiser of GCAD is hereby designated as, and shall serve as, the agent for CITY with respect to performing any of the functions described in this agreement. The Chief Appraiser may delegate this authority to act to GCAD employees.

B. CITY hereby designates the chief appraiser as its Tax Assessor/Collector for the purposes of compliance with Chapter 26 of the State Property Tax Code, as amended. In addition, the parties agree that the chief appraiser of GCAD shall perform all the duties required by law of the Tax Assessor-Collector of the County, if any, and for CITY in regard to assessing and collecting ad valorem taxes, for CITY. The chief appraiser shall also perform all duties involving any reports required by the Tax Assessor/Collector for CITY.

IV. SERVICES TO BE PERFORMED

A. GCAD shall collect the ad valorem property taxes owing to CITY, the taxing units for which the GCAD is otherwise required to assess and collect taxes, and all other taxing units contracted with GCAD. GCAD further agrees to perform for CITY and said taxing units all the duties provided by the laws of the State of Texas for the collection of said taxes, unless specifically modified or restricted in this Contract.

B. GCAD shall perform all the functions set out in the Definitions section of this contract. GCAD agrees to prepare tax statements for each taxpayer of CITY. GCAD shall timely mail said tax statements to each taxpayer within the taxing jurisdiction as provided in Section 31.01 of the Texas Property Tax Code, as amended.

GCAD shall provide the following reports monthly to CITY:

- (1) Tax Collections Activity Report by Year – includes the monthly taxes collected, penalties, interest, attorney's fees, shortages, overages, and refunds for each month.
- (2) Refund Paid Report – includes the monthly detail of the refunds paid out by tax year.
- (3) Modified Bill report – includes the monthly detail of the adjustments made to the levy.
- (4) Tax Roll and summaries.
- (5) Supplements to the Tax Rolls.
- (6) Delinquent Tax Roll Report – includes all delinquent accounts by account number and name.
- (7) Any additional reports which may be requested by CITY or the delinquent tax attorneys contracted by GCAD; provided, however, that GCAD reserves the right to charge CITY for the additional actual cost of producing these additional reports.

V. CALCULATION OF COSTS

A. GCAD shall estimate its costs of assessing and collecting taxes for all participating taxing units each year during its normal budgeting process. The estimate of the cost of assessing and collecting shall be approved in the same manner as the rest of GCAD's budget. Should the amount estimated for assessment and collection prove insufficient, GCAD may amend the budget at that time by utilizing the same procedures normally used to amend its budget, and shall notify the taxing units in writing of any cost changes.

B. In the event payment received in any one year exceeds the actual costs of assessing and collecting, GCAD shall reimburse CITY the excess funds collected from CITY.

C. If any costs are attributed to a single taxing unit, then that taxing unit shall pay all of such costs.

VI. ALLOCATION OF COSTS

A. Collection costs shall be allocated using the following formula; The Gillespie County Water Control and Improvement District (WCD), the Hill Country Underground Water Conservation District (HUW), and the Stonewall Water Control and Improvement District (WDS) payments for assessing and collecting shall be equal to 3% each of the amounts levied.

B. Collection costs for the County of Gillespie (G086), the City of Fredericksburg (CFB), Fredericksburg Independent School District (SFB), Harper Independent School District (SHP) and the Doss Common Consolidated School District (SD) shall be allocated by subtracting the WCD, HUW, WDS allocation from the approved collection budget and allocating the County, City, and Schools portion by the number of parcels assessed.

VII. PAYMENT FOR COLLECTION SERVICES

A. CITY shall make advance payments to GCAD for the estimated actual cost of providing the services under this contract. For the calendar year beginning January 1, 2015, and in subsequent years in which collection-related services are provided, GCAD shall state in its annual budget the estimated cost of providing collection-related services to CITY during each budget year. Payment shall be made quarterly in the same manner that other budget payments are made to GCAD. Adjustments to account for differences between the estimated costs of providing collection-related services and the actual costs for providing these services shall be resolved by issuing an invoice to CITY if the cost estimate was too low or by issuing a refund if the cost estimate was too high. For the calendar year beginning January 1, 2015 the chief appraiser has estimated that the cost of providing the described collection-related services to the CITY will be \$26,473.31.

B. CITY agrees that all interest income accrued on funds collected by the District pursuant to this contract and all tax certificate fees collected by GCAD pursuant to this contract shall belong to and be retained by GCAD.

VIII. OTHER JURISDICTIONS

GCAD and CITY agree that any other political subdivision authorized under the provisions of the Property Tax Code to participate in GCAD may join in an identical, similar, or analogous contract by agreeing to its terms and conditions and further agreeing to pay such costs as may be determined by GCAD as necessary to provide services pursuant to this contract. It is expressly agreed that GCAD shall have sole discretion to estimate the costs of collecting for any additional entity which contracts to have its taxes collected, and to recalculate estimated proportionate payments for all affected entities for the year beginning the next January 1 after the additional entity contracted with GCAD to collect its taxes.

IX. EFFECTIVE DATE AND TERMINATION

A. This contract may be terminated by GCAD or by CITY effective on February 1 of any succeeding year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than September 1 before the year for which the contract will be terminated. In the event of such termination, CITY shall be obligated to make any payment under this contract which becomes due during the last year in which the contract remained effective, and GCAD shall be obligated to provide the previously-described services through January 31 of the year in which the contract is terminated.

B. The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

X. FUNDING OUT CLAUSE

In the event of the failure of GCAD to receive or collect funds sufficient to satisfy the obligation contained herein, or of the statutory abolition of GCAD, this agreement may be terminated immediately without further liability to GCAD or to CITY.

XI. ENTIRE AGREEMENT

This contract constitutes the only agreement between GCAD and CITY relative to the providing of collection services for the period involved. This agreement supersedes any and all prior agreements and contracts which either of the parties to this contract may have previously entered into regarding the assessment or collection of property taxes.

XII. AMENDMENT

No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be (1) in writing, (2) dated subsequent to the date this agreement was originally signed, and (3) signed by each of the parties to this agreement, evidencing all necessary and proper authority.

XIII. LEGAL CONSTRUCTION

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision[s] had never been contained in this Agreement.

XIV. REMITTANCE OF COLLECTION

The taxes collected for CITY shall be remitted to CITY or placed in an interest bearing account on behalf of CITY, not less frequently than the end of the next business day after which such sums are received by the Tax Assessor-Collector's office. GCAD shall be allowed appropriate offsets and credits for insufficient funds checks and clerical errors. In the event the taxes collected for CITY are placed in an interest bearing account, the taxes collected shall be remitted to CITY not less than weekly during the months of February through October and twice a week during the months of November through January.

XV. ADMINISTRATIVE PROVISIONS

All expenses incurred by GCAD for the assessment and collection of taxes shall be clearly kept on the books and records of GCAD. CITY and CITY's designated representatives are authorized to examine the records to be kept by GCAD at such reasonable times and intervals as the parties agree to deem appropriate. Such books and records shall be kept in the offices of GCAD.

XVI. DELINQUENT TAX COLLECTIONS

GCAD reserves the sole right to contract with an attorney or attorneys for the collection of delinquent taxes and the right to institute all suits for the collection of delinquent taxes as GCAD deems necessary. CITY shall cooperate with GCAD and the attorney or attorneys retained by GCAD for the collection of delinquent taxes. Once accounts have been turned over to an attorney or attorneys for delinquent tax collection, the attorney or attorneys shall be responsible for the negotiation of and preparation of installment agreements for the payment of delinquent taxes on behalf of CITY. Prior to such time, GCAD shall be permitted to enter into installment agreements with delinquent taxpayers on behalf of CITY who are not in default in the payment of delinquent taxes under another installment agreement for the same taxes, provided, however, that no such installment agreements shall extend for a period of more than six (6) months unless GCAD or the delinquent tax attorney or attorneys for GCAD otherwise agree in writing.

XVII. MISCELLANEOUS PROVISIONS

A. CITY agrees to transfer to the possession and control of GCAD without charge, copies of all records necessary for the performance of the duties and responsibilities of CITY pursuant to this contract. These records shall include all tax records, including delinquent tax rolls, or records not otherwise available to GCAD and which are available to CITY.

B. GCAD shall not be liable to CITY due to any failure to collect taxes nor shall the chief appraiser be liable for any failure to collect taxes unless such failure to collect taxes results from some failure on the part of the chief appraiser or appraisal district staff to perform the duties imposed by law or under this Contract.

C. This contract shall be construed and governed by the laws of the State of Texas and is performable in Gillespie County, Texas.

D. No party shall be bound by any communications between them on the subject matter of this contract unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this contract, and (c) is agreed to, in writing, by all parties to this contract.

XVIII. REFUNDS

CITY agrees that GCAD shall have sole discretion to determine whether a refund is owed to a taxpayer, and shall be solely responsible for calculating and issuing refunds as required by law.

XIX. WAIVER

CITY retains sole authority to determine whether any amount of taxes, penalties or interest shall be waived as authorized by law.

XX. DEFINITIONS

For purposes of this contract, the terms "assessment" and "collection" shall include but not be limited to the following: calculation of tax, preparation of current and delinquent tax rolls, proration of taxes as required by law, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, posting of tax rates on GCAD's internet website, and calculation of an effective tax rate required by Chapter 26 of the Texas Property Tax Code, as amended. The term "assessment" shall not include those functions defined as "appraisal" by the Texas Property Tax Code, as amended.

IN WITNESS WHEREOF, this Agreement is executed by the authority of the governing bodies of the respective parties hereto on the dates shown.

Signed this _____ day of _____, 2015.

By _____
Presiding Officer, CITY

ATTEST:

Secretary, CITY

By _____
Presiding Officer, GCAD BOD

ATTEST:

Secretary, GCAD BOD

Kent Myers

From: David Oehler <david@gillcad.org>
Sent: Thursday, June 18, 2015 2:15 PM
To: Kent Myers
Cc: Tim Dooley
Subject: RE: Assessment and Collection Contract

Kent,

I am not very interested in making changes on the contract at this point. We have had a preliminary contract floating around for a year and had several meetings earlier in the year where I tried to incorporate everyone's desires. I also understand that every time a lawyer looks at somebody else's contract there will be minor changes for their particular tastes. For 2015 I have eight identical contracts to the entities and would prefer that they stay the same at this point. I am planning on meeting with the entities this fall to work on the 2016 contracts once we get operational and can see what changes need to be made. As you know I just mailed 35,000 appraisal notices out and am having hundreds of taxpayers coming in the office to discuss their protests, we are having ARB hearings and am trying to get certified by July 25, as well as, trying to get the collection office operational by July 13th. I am just out of time.

I will address the issues;

1. I am meeting with the bonding agent tomorrow afternoon and we will decide on the bonding levels. They will not be less than what the elected tax assessor requirements are. We will decide if it will cover key personnel or whether it will be a blanket coverage. I will let you know what is decided.
2. This section is only in here to protect the district if it turns out that an entity is bombarding us with reporting requests and we need to cover our manpower of numerous specialized requests. Just as historically at the district the GCAD tax office will happily provide whatever information we have available to an entity requesting at little or no charge, unless it becomes a problem.
3. The district has no clout with the existing tax office and cannot make Marissa provide us anything that she does not want to. Only the entities can make her provide any of the existing records, so I do not agree with this request. Hopefully this will not be a problem and she turns over all of the required records, but it could possibly become an issue and the entities are going to have to force her if necessary.
4. Only the entities can legally determine if a delinquent tax is uncollectible. In the future we can provide a listing to the council of what we believe is uncollectible but that determination is up to the entity and not the district or the delinquent attorney.

Hopefully this explanation will suffice at this time. I would suggest that we get the 2015 contract signed and we get operational and see what we need to address in the 2016 contract this fall.

Thanks,

*David D. Oehler, RPA
Chief Appraiser
Gillespie Central Appraisal District
101 West Main Street, #11
Fredericksburg, Texas 78624
phone (830) 997-9807
fax (830) 990-0860
email david@gillcad.org*

From: Kent Myers [<mailto:kmyers@fbgtx.org>]
Sent: Wednesday, June 17, 2015 3:13 PM
To: 'david@gillcad.org'

Cc: patfmcg@austin.rr.com; Laura Hollenbeak
Subject: Assessment and Collection Contract

I have included our comments regarding the proposed assessment and collection contract.

1. Bonding requirements are not included in the contract so we need to know what level of bonding you will require of your personnel. It is suggested that this requirement be added to the contract so that all taxing entities will know how much bonding coverage we have.
2. Section IV B 7 includes a provision allowing GCAD the ability to charge the City for producing special reports. We would prefer an additional sentence that would state that there will be no charge for copies of electronic reports that include existing tax information that does not require additional staff time to compile. In addition, we suggest a statement that you will provide the City with an estimate of the cost for any special report before we authorize.
3. It is recommended that a statement be added that the GCAD will be responsible for obtaining all records from the County Tax Assessor-Collector and the taxing entities do not have any responsibility for securing this information.
4. It is recommended that language be added that provides that the City reserves the right to make all decisions on determining that certain taxes are uncollectible.

Please call me if you have any questions about these comments.

Kent Myers
City Manager
City of Fredericksburg
(830) 998-4101
kmyers@fbgtx.org



CITY COUNCIL MEMO

DATE: July 6, 2015

TO: Mayor and City Council

FROM: Kris Kneese, P.E., Assistant City Engineer

SUBJECT: Professional Services – Golf Course/RV Park Utilities

Summary:

Professional services proposal from HDR to design 2 lift stations, force mains, a subsurface bore under Live Oak Creek, and water and sewer utility replacement at Lady Bird Johnson RV Park and Golf Course.

Recommendation:

City staff recommends approval of the Professional Services Contract with HDR Engineering to perform professional services outlined in the "Scope of Services" of the attached agreement which includes site investigation, survey, preliminary design, final design, bid and negotiation phase services and construction phase services for the Golf Course lift station and associated force main and creek bore, RV Park lift station and water and sewer utility line replacement in the RV Park for a fee of \$130,000.00.

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The City of Fredericksburg

Background / Analysis:

The utilities, more specifically the water and sewer, at the Lady Bird Johnson RV Park are aged pipelines. The sewer lines are old clay lines that are cracked and have some tree roots in the pipes which cause sewer backups. The water lines are old galvanized pipes which break causing the campers to be out of water. In addition to the water and sewer lines, the two lift stations in the RV Park are inadequately sized to handle the flow and cause problems.

Recently, the septic system for the Lady Bird Johnson Golf Course and Park Maintenance Facility has begun to fail. The main Golf Course Club House septic system has recently been investigated by the TCEQ following an anonymous complaint and as a result the City is facing formal enforcement action including an administrative penalty for 1) A non-permitted onsite sewage facility (septic system) and 2) Failure to prevent unauthorized discharges of wastewater at the Golf Course and into Live Oak Creek. Notice of enforcement for complaint investigation from TCEQ is attached regarding this septic system.

The City has solicited HDR to provide a professional services proposal to design a new lift station and force main to replace the existing septic tank at the Golf Course and design a new lift station and force main to replace the existing lift stations at the RV Park. The Golf Course force main will cross Live Oak Creek and discharge into the new lift station at the RV Park. The City plans to use in house construction crews to construct the lift stations and force mains. The bore under Live Oak Creek will be completed by a utility boring contractor. The force mains, including the bore under Live Oak Creek, and lift stations will be constructed during the current budget year.

After the force mains and lift stations are complete, HDR will begin the design for the replacement of the water and sewer utilities in the RV Park, including new utility connection pedestals. This portion of the project will be "Phase 2". Construction of Phase 2 will take place between August and September of 2016 while the RV Park is closed.

Professional services for this project will be funded through the Park and Golf Course as detailed in HDR's proposal.

After review and negotiation of the draft professional services contract by City Staff, HDR prepared and submitted a revised Professional Services Contract which staff is recommending for approval by City Council.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 19, 2015

CERTIFIED MAIL 91 7199 9991 7035 6453 1231
RETURN RECEIPT REQUESTED

Mr. Alan Wooley, Director of Golf
City of Fredericksburg
341 Golfer's Loop
Fredericksburg, Texas 78624

Re: Notice of Enforcement for Complaint Investigation at:
Lady Bird Johnson Municipal Golf Course located at 341 Golfers Loop,
Fredericksburg (Gillespie County), Texas Regulated Entity No.: RN108339102

Dear Mr. Wooley:

On April 28, 2015, Amber Fisher, Chris Dziuk and Javier Anguiano of the Texas Commission on Environmental Quality (TCEQ) San Antonio Region Office conducted an investigation of the above-referenced entity in response to a complaint. During this investigation, certain outstanding alleged violations were documented. Enclosed is a summary which lists the investigation findings and recommended corrective actions. Additional recommended corrective actions may be provided by the Enforcement Division.

In the listing of the alleged violation, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at <http://www.tceq.state.tx.us> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the San Antonio Region Office at 210-490-3096 or the Central Office Publications Ordering Team at 512-239-0028.

Also, please be advised that the Legislature has granted enforcement powers to the TCEQ to carry out its mission to protect human health and the environment. Due to the apparent seriousness of the alleged violation, formal enforcement action has been initiated, and additional violations may be cited upon further review. We encourage you to immediately begin taking actions to address the outstanding alleged violation.

In responding with prompt corrective action, the administrative penalty to be assessed may be limited.

The Commission recognizes that the great majority of the regulated community wants to prevent pollution and to comply with environmental laws. We dedicate considerable resources toward making voluntary compliance achievable. But where compliance has not been met it is our duty to protect the public and the environment by enforcing the state's environmental laws, regulations, and permits.

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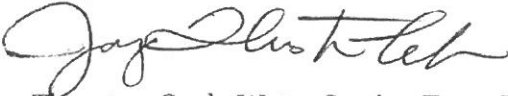
Mr. Alan Wooley
Page 2
June 19, 2015

Also, if you believe the violation documented in this notice has been cited in error, **and** you have additional information that we are unaware of, you may request a meeting to discuss this enforcement matter. To request a meeting, send a letter describing the additional information to the address shown below.

Manager, Water Section
Enforcement Division, MC 219
Re: Enforcement Meeting Request
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

If you or members of your staff have any questions, please feel free to contact Amber Fisher in the San Antonio Region Office at (210) 403-4028.

Sincerely,



Joy Thurston-Cook, Water Section Team Leader
San Antonio Region Office
Texas Commission on Environmental Quality

JTC/ALF/adj

Enclosure: Summary of Investigation Findings

cc: Mr. Clinton Bailey, Director of Public Works, City of Fredericksburg, 126 West Main St.
Fredericksburg, Texas 78624

Summary of Investigation Findings

LADY BIRD JOHNSON GOLF COURSE

341 GOLFERS LOOP

FREDERICKSBURG, GILLESPIE COUNTY, TX 78624

Investigation #

1247549

Investigation Date: 04/27/2015

Additional ID(s): R13108339102

OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF ENFORCEMENT

Track No: 569897

Compliance Due Date: To Be Determined

30 TAC Chapter 285.3

Alleged Violation:

Investigation: 1247549

Comment Date: 05/28/2015

Failure to obtain proper authorization to construct, alter, repair, extend, or operate an onsite sewage facility (OSSF). The facility does not meet the exception as stated in 30 TAC 285.3(f) since the OSSF is in need of repair.

Recommended Corrective Action: A person shall hold a permit and an approved plan to construct, alter, repair, extend, or operate an on-site sewage facility (OSSF). The permittee shall obtain the necessary authorizations to operate the OSSF at Lady Bird Johnson Municipal Golf Course. The permittee shall submit an application for such authorizations to the TCEQ San Antonio Region Office by the compliance due date. Additional recommended corrective actions may be provided by the Enforcement Division.

Track No: 569899

Compliance Due Date: To Be Determined

TWC Chapter 26.121

Alleged Violation:

Investigation: 1247549

Comment Date: 05/08/2015

Failure to prevent unauthorized discharges of wastewater. Specifically, during the investigation the regulated entity confirmed that the onsite sewage facility (OSSF) has been failing, resulting in unauthorized discharges of wastewater at the golf course and into Live Oak Creek.

Recommended Corrective Action: There shall be no unauthorized discharges of wastewater. The permittee shall submit the steps taken to prevent the recurrence of unauthorized discharges from the on-site sewage facility (OSSF) to the TCEQ San Antonio Region Office by the compliance due date. Additional recommended corrective actions may be provided by the Enforcement Division.



June 12, 2015

Mr. Kris Kneese, P.E.
Assistant City Engineer
City of Fredericksburg
126 West Main Street
Fredericksburg, TX 78624

Re: City of Fredericksburg
Phase 1 - Lady Bird Johnson Golf Course and RV Park Lift Stations and Force Main
Phase 2 - RV Park Sewer/Water Replacement
Proposal for Professional Services

Dear Mr. Kneese:

HDR Engineering, Inc. (HDR) is pleased to present to you the following proposal for professional services. The Phase 1 Golf Course Lift Station and Force Main, and RV Park Lift Station and Force main; and Phase 2 RV Park Sewer/Water Replacement project includes design and bid phase services for sanitary sewer and water improvements at the city-owned facilities. We understand the project to include the following:

Phase 1: design of a new lift station and force main to replace the existing septic tank at the Lady Bird Johnson Golf Course and design of a new lift station and force main to replace the existing lift stations in the park. The Golf Course lift station force main is anticipated to cross Live Oak Creek and outfall into a new lift station at the park, being designed as part of Phase 1. The two (2) existing lift stations currently serving the park and RV Park will be replaced with one (1) new lift station. It is the City's intent to utilize City crews to install the lift stations and force mains. The City will contract with a specialized contractor to perform the bore and force installation undercrossing at Live Oak Creek.

Phase 2: the water and wastewater lines in the RV Park are understood to be in need of replacement. The wastewater lines are vitrified clay and the water lines are galvanized steel which have met their useful life. Water and sewer services to each RV pad will be renewed to a common access pedestal if proper separation distances can be met to ensure public safety.

Scope of Services

Task 1 – Project Management/Site Investigation – Phase 1 and 2

The purpose of this task is to provide project management for on-going work associated with the projects for Phase 1 and Phase 2. The project management task includes a Project Initiation

hdrinc.com

1020 NE Loop 410, Suite 400, San Antonio, TX 78209
T 210.841.2800 F 210.841.2828
Texas Registered Engineering Firm F-754

Meeting/Site Visit to review the scope of the project and perform field investigation at the existing pump stations.

HDR Activities: HDR will provide the following services:

1. Attend one (1) Project Initiation Meeting/Site Visit with the City of Fredericksburg for field investigation of the project. Project initiation to review the project scope, confirm available project data, project constraints and review the project schedule. Field investigation to perform visual observation to identify visible features to assist in providing determinations for improvements regarding collection systems at the golf course and RV Park. Obtain field information to support design and project constraints.
2. The Project Management task will include data coordination and review of pertinent background data.
3. The Project Management task will include monthly project invoicing.

Deliverables:

1. A list of required background documents and information requested from the City of Fredericksburg.
2. Monthly Invoicing.

Key Understanding:

1. The City of Fredericksburg will provide existing lift station flow data, pump data and curves, plans specifications, and as-built records for the existing collection system and lift stations.
2. Visual observation will be defined as observations using only visual and tactile means without the benefit of materials testing and probing. A condition is hidden if concealed and is not capable of investigation by reasonable visual observation. If HDR has reason to believe that such conditions may exist, the City of Fredericksburg may authorize in writing and will pay for the costs associated with the investigation.
3. Meeting will be on-site or at the City of Fredericksburg offices.
4. The City will contract for geotechnical borings and analysis to determine soil conditions and the existence of bedrock.
5. The Project Initiation Meeting will be for Phase 1 and Phase 2 combined at the initiation of Phase 1.

Meetings/Travel: Attend one (1) Project Initiation Meeting/Site Visit. The Project Initiation Meeting/Site Visit will be attended by two (2) process engineers.

Additional Services: Subsurface utility exploration can be provided as additional services.

Task 2 – Topographical Survey – Phases 1a and 1b and 2

Obtain topographic survey to support the design of the proposed facilities. HDR will subcontract the services of a surveyor to provide control points, topographic data, utility locations and other necessary surveying services for the project. An electronic file in AutoCAD 2014 format with text file (.txt) descriptions for each control point and other required survey information shall be obtained

for design of the lift station, water and sewer lines. The survey for all Phases will be completed at one (1) time with no demobilization and remobilization for individual surveys.

Task 3 – Preliminary Design

The purpose of this task is to prepare a technical memorandum to identify findings from the field investigation, provide an evaluation and recommendation(s) and an engineer's opinion of probable construction cost (EOPCC) for the proposed improvements.

HDR Activities: HDR will provide the following services:

1. HDR will evaluate and perform analysis of the information provided regarding the golf course lift station and force main, park lift stations and force main, and water and sewer lines.
2. HDR will identify permitting requirements for the lift station and collection systems improvements.
3. HDR will collect publicly available data on potential site constraints and document the findings in a memo to determine:
 - a. Known historic/prehistoric cultural resources in the vicinity of the project from the Texas Archeological Resources Laboratory (TARL) and the Texas Historic Atlas website.
 - b. Known environmentally hazardous site by acquiring an Atlas Environmental Regulatory Data Report.
 - c. FEMA floodplains.
 - d. The proposed project would likely meet the terms and conditions of a Nationwide Permit (NWP) 12 for Utility Line Activities in order to be authorized under Section 404 of the Clean Water Act (CWA) if necessary. HDR will review the project in support of the requirements of Section 404 and the CWA. HDR scientists will work closely with HDR engineers to develop a design that minimizes impacts to Waters of the U.S. to the extent practicable. HDR will describe the Section 404 permit requirements in a Technical Memorandum for the City's documentation.
4. HDR will prepare an EOPCC for the improvements.
5. Provide the City of Fredericksburg with an electronic copy of the Technical Memorandum in PDF format, including the EOPCC and a proposed project schedule for review and comment.
6. Respond to City of Fredericksburg comments.
7. Provide in-house QC review of the Technical Memorandum.
8. Provide the City of Fredericksburg with an electronic copy of the Final Technical Memorandum in PDF format.

Deliverables:

1. The Draft Technical Memorandum in electronic pdf format and the Final Technical Memorandum in electronic pdf format.
2. The site constraint findings in electronic pdf format.

3. The Section 404 permit requirements Technical Memorandum in electronic pdf format.

Key Understanding:

1. No hydraulic modeling is included.
2. It is not anticipated that any habitat exists for the presence of state of federal threatened or endangered species due to the developed and disturbed nature of the site.
3. No site visits are included for investigation for extensive cultural resources, or for existence or habitat for threatened/endangered species.
4. No site visits are included for delineation of wetlands or federal waters.
5. The schedule for Phase 1 and Phase 2 will run concurrent through Preliminary Design in order to establish projected flows to each lift station.

Meetings/Travel: None.

Additional Services: The following services can be provided as additional services:

1. Hydraulic modeling.
2. Site investigation for habitat or the existence of threatened/endangered species.
3. Delineation of federal waters.

Task 4 – Final Design

The purpose of this task is to design and prepare one (1) each set of plans to include details, specifications and front-end documents for Phase 1 and Phase 2 improvements to the golf course lift station and force main, park lift station and force main, and RV park water and sewer line replacement. The City intends on utilizing City crews to install the Phase 1 lift stations and force mains. Trenchless installation of the force main under Live Oak Creek will be performed by a specialized contractor procured by the City. Phase 2 will be bid and constructed by a private contractor.

HDR Activities: HDR will provide the following services:

1. Provide design documents including project plans, details, bid documents and specifications.
2. Coordinate with the City of Fredericksburg purchasing office for coordination and use of required front-end (Division 0) documents to be used for the projects.
3. Provide the City of Fredericksburg with three (3) half-size (11"x17") hard copies of the 90%, Issued for Bid Documents, Engineer's Opinion of Probable Construction Cost (EOPCC), and an updated proposed project schedule for review for Phase 1 and Phase 2.
4. Attend one (1) meeting with the City of Fredericksburg to review Phase 1 90% Documents and one (1) meeting with the City to review Phase 2 90% Documents.
5. Respond to the City of Fredericksburg comments for Phase 1 and Phase 2.
6. Provide in-house QC review of 90% and Issued for Bid Documents for Phase 1 and Phase 2.

7. Submittal of the plans and specifications for City's use and submittal of a Summary Transmittal Letter to Texas Commission on Environmental Quality (TCEQ) for plan review permitting for Phase 1 and Phase 2.
8. Provide the City of Fredericksburg with three (3) half-size (11"x17") hard copies of the Issued for Bid Documents and EOPCC for Phase 1 and Phase 2.

Deliverables:

1. Three (3) half-size (11"x17") hard copies of the 90%, Issued for Bid Documents, EOPCC and proposed project schedule for Phase 1 and Phase 2.
2. Meeting notes for the 90% Review Meetings.

Key Understanding:

1. No hydraulic modeling is included.
2. No additional permitting support will be performed other than submittal of the plans and specifications for the project for review by the City and submission of a Summary Transmittal Letter to TCEQ. It is not anticipated a full plan review will be required by TCEQ. The City of Fredericksburg will pay any applicable permit fees.
3. Meetings will be on-site or at the City of Fredericksburg.
4. Specifications for the project will be HDR Standard Specifications and EJCDC documents.
5. Drawings and Specifications provided for Construction of Phase 1 by City crews will be equal in detail to documents that would be publicly bid for private contractors use.
6. The anticipated combined site disturbance by the City and Contractor will be less than one (1) acre, thus a SWPPP and NOI will not be required. If the contractor exceeds their anticipated disturbance limits, they will be required to submit a Storm Water Pollution Prevention Plan (SWPPP) and Texas Pollution Discharge Elimination System (TPDES) Notice of Intent (NOI) as necessary.
7. City crews will limit site their anticipated disturbance to less than one (1) acre combined disturbance including the Contractors portion, thus a SWPPP and NOI will not be required to be submitted.
8. Electrical service for the lift station shall be provided from the golf course site or will be provided by the local electrical service provider.
9. Controls and alarms for the lift station will be local only.

Meetings/Travel: One (1) Project Manager and one (1) Process Engineer to attend 90% Document Review Meetings for Phase 1 and Phase 2.

Additional Services: The following services can be provided as additional services:

1. Hydraulic modeling
2. Additional permitting services.

Task 5 – Bid Phase Services – Phase 2

The purpose of this task is to provide Phase 2 Bid Phase service for to the City of Fredericksburg including distribution of plans and specifications, addenda if needed, maintain a plan holders list, attend a pre-bid meeting, address comments and questions from plan holders, provide a bid evaluation, provide a recommendation of award and provide conformed documents.

HDR Activities: HDR will provide the following services:

1. Distribute Bid Documents to the City of Fredericksburg, plan houses and to contractors and suppliers as requested for Phase 2.
2. Address comments and questions from bidders or plan holders for Phase 2.
3. Attend one (1) Pre-Bid Meeting for Phase 2 and document a list of questions from prospective bidders to be issued as an addendum.
4. Prepare and distribute addenda containing clarifications and modifications to the Construction Documents for Phase 2.
5. Maintain a plan holders list of distributed sets of Bid Documents for Phase 2.
6. Review bids received for inclusion of required information and bid price tabulation for Phase 2.
7. Review contractor qualifications for performing the required work. Evaluate the apparent low bidder in accordance with the Bid Documents. Make written recommendation to the City of Fredericksburg for the award of the contract. Recommendation will be made based on the lowest responsive and responsible bid for Phase 2.
8. Provide contract documents – three (3) to the City of Fredericksburg and three (3) to the contractor for Phase 2.

Deliverables:

1. A plan holders list of distributed sets of Bid Documents.
2. Issue addenda, if needed.
3. A written recommendation for award of the contract.
4. A total of six (6) half-size sets of contract documents.

Key Understanding: HDR will assist the City of Fredericksburg to issue contract documents to lowest, most responsive bidder, receive and review executed documents, and review insurance certificates for Phase 2. Meeting will be on-site or at City of Fredericksburg offices.

Meetings/Travel: One (1) Project Manager and one (1) Process Engineer to attend one (1) Pre-Bid Meeting.

Additional Services: Phase 1 Bid Phase Services can be provided as additional services.

FORM AND FORMAT

Work produced will be in the following form or format:

Microsoft Word 2010 for word processing
Microsoft Excel 2010 for spreadsheets

Microsoft Access 2010 for databases

AutoCAD 2014 for drawings

AutoCAD work prepared shall be in accordance with HDR Standards.

COMPENSATION

Compensation will be on a lump sum basis in the amounts as shown as follows (Phase 1a and Phase 1b are split only for Fredericksburg interdepartmental accounting purposes):

Task	Fee
Project Management	
Phase 1a – Golf Course L.S.	\$2,300.00
Phase 1b – Park L.S.	\$2,200.00
Phase 2 – RV Park	\$2,300.00
Survey	
Phase 1a – Golf Course L.S.	\$3,000.00
Phase 1b – Park L.S.	\$3,000.00
Phase 2 – RV Park	\$3,200.00
Preliminary Engineering	
Phase 1a – Golf Course L.S.	\$13,500.00
Phase 1b – Park L.S.	\$5,200.00
Phase 2 – RV Park	\$6,500.00
Final Design	
Phase 1a – Golf Course L.S.	\$24,700.00
Phase 1b – Park L.S.	\$24,300.00
Phase 2 – RV Park	\$30,800.00
Bid Phase Services	
Phase 2 – RV Park	\$9,000.00
Total Professional Services Phase 1a	\$43,500.00
Total Professional Services Phase 1b	\$34,700.00
Total Professional Services Phase 2	\$51,800.00
Total Professional Services	\$130,000.00

Additional Services:

1. If it is determined that additional services are required, the Engineer shall submit a proposal to the City and receive written approval from the City before proceeding with the work.
2. Preparation of 404 permit applications or coordination with governing agencies if it does not meet the criteria for a NWP 12.

3. A full Phase 1 Environmental Site Assessment.
4. A THC Antiquities Permit (with required State Historic Preservation Office consultation) or Phase I Intensive archeological survey.
5. A species-specific presence/absence survey for threatened/endangered species.
6. Construction administration support services.

SCHEDULE

The Phase 1 schedule (in calendar weeks/months) for the project will be as follows:

Task 1	1 week after Notice to Proceed for Phase 1
Task 2	1.5 months after Notice to Proceed for Phase 1
Task 3*	2 months after Notice to Proceed for Phase 1
Task 4*	1 month after completion of Task 3

* Tasks 3 and 4 are dependent on the completion of the review by the City.

The Phase 2 schedule (in calendar weeks/months) for the project will be as follows:

Task 1	1 week after Notice to Proceed for Phase 2
Task 2	1.5 months after Notice to Proceed for Phase 2
Task 3*	2 months after Notice to Proceed for Phase 2
Task 4*	6 month after completion of Task 3
Task 5**	2 months after completion of Task 4

* Tasks 3 and 4 are dependent on the completion of the review by the City.

** Task 5 is dependent on the City bidding process.

We appreciate the opportunity to present this proposal. We understand that the City would issue a task order to HDR under the existing Multiple Projects Agreement between HDR and the City, dated September 6, 2013. If this proposal is acceptable, we will prepare the task order for execution by the City and HDR.

We look forward to working with you and the City of Fredericksburg on this project. If you have any questions or need additional information, please let me know.

Sincerely,

HDR Engineering, Inc.



Albert Rodriguez, P.E.
Associate Vice President



Carmen Abad-Fitts, P.E.
Vice President

cc: Greg Swoboda, P.E., HDR,
Cale J. Underberg, P.E., HDR,
File



CITY COUNCIL MEMO

DATE: June 25, 2015

TO: Mayor and City Council

FROM: Alan Saenger, RPLS, Assistant Director of Public Works and Utilities

SUBJECT: Annual Sidewalk Program – Contract Extension

Summary:

The City Council awarded the Annual Sidewalk Contract to Hazelett Concrete Contractors in June of 2013. The contract allowed for additional one year extensions for up to five years. In June of 2014 the City Council agreed to extend the contract with Hazelett Concrete Contractors for an additional year. The current one year contract will end on July 9, 2015.

Recommendation:

There is approximately \$30,000 remaining in the 2014-2015 annual sidewalk budget. There will be approximately 3 months remaining in the current budget year after the current contract ends on July 9, 2015. Since the 2015-2016 budget has not been adopted, the City Engineering Staff recommends extending the current sidewalk contract through the end of September, 2015.

Hazelett Concrete Contractors has agreed to extend the current contract through the end of September without an increase in the unit prices they bid in the 2013 bid/agreement.



The City of Fredericksburg

Background / Analysis:

Three bids were received on June 18, 2013 for the Annual Sidewalk Project. The bidders Included:

- 1) Hazelett Concrete Contractors, Fredericksburg, Texas
- 2) M & C Fonseca, Granite Shoals, Texas
- 3) Allen Keller Company, Fredericksburg, Texas

Bids were evaluated based on the Total Base Bid from each contractor's unit price bid submittal for approximate quantities of work included in the Bid Form.

Since awarding the contract to Hazelett Concrete Contractors in July of 2013, the contractor has constructed sidewalks, sidewalk ramps, driveway approaches, curbs and necessary retaining walls. Sidewalks and related construction have been completed in the following locations:

- 1) South Washington Street (from the Inn on Barons Creek to San Antonio Street);
- 2) East Austin Street (from the east end of the new bridge to Elk Street);
- 3) East Main Street (in front of the Law Enforcement Center);
- 4) Orange Street (between Main Street and Austin Street);
- 5) South Washington Street (from San Antonio to Main Street);
- 6) Rehab of a portion of sidewalk along E. Main (just west of Mahaley's Restaurant);
- 7) South Milam Street (between Main Street and San Antonio Street);
- 8) West San Antonio Street (in the right-of-way in front of the Native Plant Society Office);

Total cost of the construction in the above 8 locations equals \$234,838.64

The next location where the contractor will be installing sidewalks will be along the west side of North Adams Street between West Austin Street and West Travis Street.



CITY COUNCIL MEMO

DATE: July 6, 2015

TO: Mayor and City Council

FROM: Kent Myers

SUBJECT: Charter Review Committee

Summary:

A citizen's committee is needed to review the City Charter and make recommendations to the City Council on revisions to the Charter.

Recommendation:

It is recommended that the City Council appoint members of the Charter Review Committee who will review the Charter over the next 6-8 months and make recommendations for revisions to the Charter

Background / Analysis:

At a previous City Council meeting, it was agreed that an 11-member Charter Review Committee be appointed with the Mayor providing three nominations and each Council members providing two nominations for this Committee. It was also agreed that Councilmen Bobby Watson and Gary Neffendorf would serve as ex-officio non-voting members of this Committee. To date, the following local citizens have been suggested for appointment:

Tom Musselman-Mayor Langerhans

Larry Crump-Councilman Graham Pearson

Aaron Beeman-Councilman Graham Pearson

Debbi McCurdy-Councilman Gary Neffendorf

Patrick Moore-Councilman Gary Neffendorf

Tim Dooley-Councilman Bobby Watson

Jim Jarreau-Councilman Bobby Watson

It is anticipated that additional names for appointment will be provided at Monday's meeting by Mayor Langerhans and Councilman Luckenbach.



The City of Fredericksburg